



Procurement and Contracting Services

Request for Proposals for a Vendor to Furnish the University of Arizona Student Unions with Automated Teller Machines (ATMs)

**Please mark all proposal submission
Files with the following information**

**Sealed RFP # L192323
Due on April 26, 2023 no later than 2:00 PM, MST**

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For
REQUEST FOR PROPOSALS NO. L192323

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PROCUREMENT AND CONTRACTING SERVICES REQUEST FOR PROPOSALS, RFP #L192323

1.0 STATEMENT OF WORK

- 1.1 Summary.** The Arizona Board of Regents (ABOR), on behalf of the University of Arizona, is soliciting proposals from interested vendors to furnish the University with Automated Teller Machines (ATMs) at the Student Union Memorial Center (SUMC).
- 1.2 Coverage and Participation.** The intended coverage of this RFP and any Agreement resulting from this solicitation shall be for the use of all Departments at the University of Arizona. The other State Universities, Arizona State University (ASU) and Northern Arizona University (NAU), along with Pima Community College (PCC) and any other educational institution or Governmental entity may access an Agreement resulting from this solicitation issued and administered by the University of Arizona.

2.0 DEFINITIONS

- 2.1 Agreement / Contract.** All types of agreements entered into by the Arizona Board of Regents, regardless of what they may be called, for the procurement of materials, services or construction, or the disposal of materials. Meaning is interchangeable.
- 2.2 Customer.** Unless otherwise implied by the context of the specific provision within this RFP, "Customer" means a customer of the vendor, other than the University.
- 2.3 Contractor.** Same as Successful Vendor.
- 2.4 May, Should.** Indicates something that is not mandatory but permissible, recommended or desirable.
- 2.5 MST.** Mountain Standard Time. We **do not** observe Daylight Savings Time.
- 2.6 Must, Shall, Will.** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of your proposal as non-responsive.
- 2.7 Proposal.** The entirety of the vendor's responses to each point of this RFP, including any and all supplemental offers or information not explicitly requested within this RFP.
- 2.8 Proprietary Information.** Information held by the owner that if released to the public or anyone outside the owner's organization, would be detrimental to its interests. It is an issue of fact rather than opinion. Pricing and/or revenues cannot be considered proprietary or confidential.
- 2.9 Provider.** Same as Vendor.

- 2.10 Request for Proposals (RFP).** A competitive process under which discussions and negotiations are allowed, it is not to be confused with a Request for Bid (RFB), in which goods or services are precisely specified and price is substantially the only competitive factor. This RFP provides the University the flexibility to negotiate to arrive at a mutually agreeable relationship. Price will be considered, but will not be the only factor of evaluation.
- 2.11 Respondent.** Same as Vendor.
- 2.12 Response.** Same as Proposal.
- 2.13 Responsible Vendor.** A person who has the capability, including necessary experience, to perform the contract requirements; who has the integrity and reliability which will ensure good faith performance and appropriate quality of the materials, services, construction or construction services, to be provided; and who is in compliance with any and all licensing requirements of the State of Arizona.
- 2.14 Responsive Vendor.** A person who submits a proposal which conforms in all material respects to the Request for Proposals.
- 2.15 Successful Vendor.** Any vendor selected by the University to receive a notice of award as a result of this RFP and to enter into a contract to provide the University with the products or services sought by this RFP
- 2.16 Supplemental Agreement.** Any supplemental terms and conditions agreed to by the parties in writing, which take precedence over all other documents governing the transaction.
- 2.17 Supplier.** Same as Vendor.
- 2.18 University.** Arizona Board of Regents (ABOR), a body corporate, for and on behalf of the University of Arizona.
- 2.19 Vendor.** For purposes of this RFP, "Vendor" means any entity responding to this RFP with the intention of winning the resulting award of contract, performing the work, and/or delivering the goods specified herein.
- 2.20 Vendor's Proposal.** Same as Proposal.
- 2.21 Vendor's Response.** Same as Proposal.

3.0 GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS

- 3.1 Original RFP Document.** The Office of Procurement and Contracting Services shall retain the RFP, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the vendor's submission, is grounds for immediate disqualification.
- 3.2 About the University.** For information about the University of Arizona, please visit the University's Internet web page at: www.arizona.edu/. For specific demographic information, visit <https://uair.arizona.edu/content/overview>.

University Purpose and Core Values. The University of Arizona's purpose is working together to expand human potential, explore new horizons and enrich life for all. To fulfill this purpose, the University has adopted Core Values that apply to all faculty, staff, and students, as well as to those doing business with the University. The Core Values are central to the culture of the University, and Vendors are encouraged to review and uphold the following:

- Integrity – Be honest respectful and just
- Compassion – Choose to Care
- Exploration – Be insatiably curious
- Adaptation – Stay open-minded and eager for what's next
- Inclusion – Harness the power of diversity
- Determination – Bear Down

For additional information regarding the University's Purpose and Core Values, please visit <https://www.arizona.edu/purpose-values>.

3.3 Schedule of Events. The following is the tentative schedule that will apply to this RFP, but may change in accordance with the University's needs.

03/31/2023 Issuance of RFP
04/13/2023 Pre-Proposal Conference
04/13/2023 Vendors Visit University Site(s)
04/14/2023 Technical Questions/Inquiries due no later than 12:00 PM, MST
04/26/2023 RFP is Due April 26, 2023, no later than 2:00 PM, MST

3.4 Pre-Proposal Conference. A mandatory pre-proposal conference will be held for vendors who intend to respond to this RFP. The purpose of the conference is to provide for questions and answers regarding terms, conditions, or specifications of the RFP.

Notification of attendance should be made to Celeste Kanzig, at email: cdkanzig@arizona.edu.

Date: April 13, 2023
Time: 8:00AM, MST
Place: The University of Arizona
Student Union Memorial Center
Level 4, Ventana Room

University will not accept a proposal from any vendor who did not have a representative attend the mandatory pre-proposal conference.

The Buyer may choose to call for additional pre-proposal conference(s) if, in the sole judgment of the Buyer, there is a need for such conference(s) in order to promote competition.

3.5 Pre-Proposal Site Visit. A mandatory pre-proposal site visit will be held for vendors who intend to respond to this RFP. The purpose of the site visit is to acquaint the vendors with the conditions under which the work must be performed. The University will not be responsible for additional compensation because the vendor did not acquaint themselves with all the available conditions and information nor shall it relieve the vendor from any responsibility for properly performing the project work.

Notification of attendance should be made to Celeste Kanzig at email: cdkanzig@arizona.edu.

Date: To follow the Mandatory Pre-Proposal Conference

The University will not accept a proposal from any vendor who did not have a representative attend the mandatory pre-proposal site visit.

The Buyer may choose to call for additional pre-proposal site visit(s) if, in the sole judgment of the Buyer, there is a need for such visit(s) in order to promote competition.

3.6 Accommodations for People with Disabilities. If the vendor or any of the vendor's employees participating in this RFP need, or have questions about the University's accommodations for people with disabilities, please make arrangements with Celeste Kanzig at telephone # 520-621-3067 or email address cdkanzig@arizona.edu. Such requests should be made as early as possible to allow time to arrange the accommodation(s).

3.7 PROPOSAL PREPARATION INSTRUCTIONS

3.7.1 Vendor's Understanding of the RFP. In responding to this RFP, the vendor accepts the responsibility fully to understand the RFP in its entirety, and in detail, including making any inquiries to the University as necessary to gain such understanding. The University reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, the University reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. Related to this, the University's right extends to cancellation of award if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to the University.

3.7.2 University Provides Information in Good Faith without Liability. All information provided by the University in this RFP is offered in good faith. Individual items are subject to change at any time. The University makes no certification that any item is without error. The University is not responsible or liable for any use of the information, or for any claims attempted to be asserted therefrom.

3.7.3 Verbal versus Written Communication. Verbal communication shall not be effective unless formally confirmed in writing by the specified University procurement official in charge of managing this RFP's process. In no case shall verbal communication override written communication.

3.7.4 Questions, Communications and Inquiries between the University and Vendors. **All Vendor inquiries, questions and requests for clarification related to this RFP are to be directed, in writing via email, ONLY to the Buyer listed below.** Once this RFP has been sent out, Vendors **are not to contact any University Department,** other than Procurement and Contracting Services, concerning this RFP, **or risk disqualification (see [Section 3.7.1](#) above):**

Attn: Celeste Kanzig
The University of Arizona
Procurement and Contracting Services
P.O. Box 210300
Tucson, AZ 85721
Telephone No. 520-621-3067
Email Address: cdkanzig@arizona.edu

Applicable terms and conditions herein shall govern communications and inquiries between the University and vendors, as they relate to this RFP.

Informal communications shall include but are not limited to requests from/to vendors or vendors' representatives of any kind or capacity, to/from any University employee or representative of any kind or capacity, **with the exception of the Purchasing Department**, for information, comments, speculation, etc. Inquiries for clarifications and information that will not require addenda may be submitted verbally to the Buyer named above, at any time.

Formal communications shall include but are not limited to the following.

- Questions concerning this RFP must be submitted in writing, and be received **no later than April 14, 2023 at 12:00PM MST.**
- Errors and omissions in this RFP and enhancements. Vendors shall bring to the University's attention any discrepancies, errors, or omissions that may exist within this RFP. Vendors shall recommend to the University any enhancements in respect to this RFP, which might be in the University's best interests. These must be submitted in writing, and be received **no later than April 14, 2023 at 12:00PM MST.**
- Inquiries about technical interpretations must be submitted in writing, and be received **no later than April 14, 2023 at 12:00PM MST.**
- Inquiries for clarifications / information that will **not** require addenda may be submitted verbally to the Buyer named above at any time during this process.
- Verbal and/or written presentations and pre-award negotiations under this RFP.
- Addenda to this RFP.

Informal communications shall cease on the date of distribution of this RFP and formal communications shall commence. On the date that the University notifies responding vendors of this RFP's results and executes the resulting contract with the successful Vendor, informal communications may resume and formal communications may cease.

3.7.5 Addenda and the University's Response to Communications from Vendor. The University will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within five (5) University business days.

All addenda will be posted to our web site only:

http://pacs.arizona.edu/RFP-BID_Opportunities

- ***Vendors who want the addenda supplied to them in another form must notify Celeste Kanzig. Otherwise, it will be the vendor's responsibility to check the web site for any additional information and addenda concerning this RFP.***

The University will not respond to any questions / requests for clarification that require addenda, if received by the University after April 14, 2023 at 12:00PM MST.

3.7.6 Pricing and/or Revenue Proposal. Vendors shall indicate pricing and/or revenue offers in the appropriate spaces and/or areas provided in this RFP. The University may presume and hold as the vendor's final offer all pricing and/or revenue offerings,

whether stated as amounts or percentages, and/or whether or not offered on an all-or-none basis, if not specified by the vendor. The University may accept or reject in part or entirely the vendor's pricing and/or revenue offerings when such offerings are not on an all-or-none basis. Vendor's pricing and/or revenue proposals may not be modified after the RFP Due date and time unless University at its sole discretion decides that future negotiations will only enhance the Vendor's offer to University. Should University decide that such negotiations would not be in University's best interests, pricing and revenue offer by Vendor at Due date and time may be considered by University as the Vendor's best and final offer. Unless otherwise specifically proposed by the vendor, the University reserves the right to hold such pricing and/or revenue proposal as effective for the entire intended contract term. The University may prescribe the manner and method by which pricing and/or revenue offerings shall be communicated in the vendor's proposal. The University may reject any proposal in which the pricing and/or revenue offering does not conform to such prescribed manner and method. Vendors shall indicate pricing and/or revenue offers in the appropriate spaces and/or areas provided in this RFP. Vendors shall ensure that any departure from this condition results in an offer that is clearly cross-referenced to the applicable sections within this RFP. For any material departure from this condition, vendors shall provide clear and unambiguous explanations how the departure relates in detail to the applicable sections within this RFP. If the vendor responds with an "All-or-None" proposal, it shall be clearly and unambiguously marked as such.

- 3.7.7 Revisions to the RFP.** The University may revise any part of this RFP for any reason by issuing addenda. **The University will communicate additional information and addenda to this RFP by posting them on our web site.**

http://pacs.arizona.edu/RFP-BID_Opportunities

- **Vendors that want the revisions supplied to them in another way must notify the Buyer listed in this document of that request. Otherwise, it will be the vendor's responsibility to check the web site for any additional information and addenda concerning this RFP.**

Vendors are responsible for the information contained in such addenda, whether or not they acknowledge receipt. The University is under no obligation to communicate such addenda to vendors who notify the University that they will not be responding to this RFP. The University may determine whether an addendum will be considered as part of this RFP and/or as part of any resultant contract. **The University shall reject vendors' responses to addenda if such responses are received after the RFP Due date and time.**

- 3.7.8 Attention to Terms and Conditions.** Vendors are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions section of this RFP. The successful Vendor is expected to enter into a form of agreement approved by the Arizona Board of Regents. The University agreement terms and conditions included in this RFP are intended to be incorporated into this agreement. **Proposals that are contingent upon any changes to these terms and conditions may be deemed to be non-responsive and may be rejected.**

- 3.7.9 Required Signatures.** The University may reject any vendor's response if it is not signed as indicated and/or required by the areas, spaces, or forms provided within this RFP.

3.7.10 Proposal Organization. Vendors shall present proposals in a format that can be readily incorporated into a contract. Vendors may present narrative proposals provided that such proposals follow the same outline and numbering scheme of this RFP, including full descriptive cross-references to all requirements listed in [Section 5.0](#). **Vendors should ensure that their proposals include page numbers and are organized in a manner that will facilitate the University's evaluation of them. The University reserves the right to reject without prior notice and without liability of any kind or amount any proposal that it deems overly complex, disorganized, or difficult to evaluate.** The University reserves the right to make such a decision without any input or communication from any other party. Vendors shall ensure that, at a minimum, their proposals contain the components set forth in the following list.

- Original required sections from this RFP
- Any additional responses in corresponding sequence order
- Any additional supporting data

3.7.11 Collusion Prohibited. In connection with this RFP, vendor collusion with other vendors or employees thereof, or with any employee of the University, is prohibited and may result in vendor disqualification and/or cancellation of award. Any attempt by the vendor, whether successful or not, to subvert or skirt the principles of open and fair competition may result in vendor disqualification and/or cancellation of award. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

3.7.12 Improper Business Relationships / Conflict of Interest Prohibited. In connection with this RFP, each vendor shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between or among the vendor, the University, and any other party to this RFP. The University reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to decide whether or not vendor disqualification and/or cancellation of award shall result. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

3.7.13 Corrections, Changes, and Providing Information on Forms within the RFP. Vendors shall ensure that an authorized individual initials each correction using pen and ink. Vendors shall use pen and ink or typewriter in providing information directly on pages, or copies thereof, contained within this RFP.

3.7.14 Proposal Bond. Not Applicable.

3.7.15 Performance and / or Payment Bonds. Not Applicable.

3.7.16 Anti-Kickback. In compliance with FAR 52.203-7, the University has in place and follows procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in its operations and direct business relationships.

3.8 PROPOSAL SUBMISSION AND SUBSEQUENT ACTION

Proposals must be received by the date / time and uploaded to the University's secure box no later than April 26, 2023 at 2:00PM MST.

Vendors, please be advised that it is **your sole responsibility** to ensure that your proposal is received as described in the paragraph above. The University shall not be responsible for any delays that may occur.

Proposals must be **uploaded** to:

Box Secure Upload:

In response to the current COVID-19 Pandemic, proposal responses will be accepted until the due date and time at:

<https://arizona.app.box.com/f/ca34d8ee7e734ea087352e4c2a360c3c>

Please title your response in the upload folder as:

RFP#_VendorName_Response

****Vendor please note: no more than three files should be uploaded, 1) RFP Response, 2) Attachment A Response, 3) Redacted copy per section 3.8.3 (Optional)****

no later than April 26, 2023 at 2:00PM MST. The University shall, at the specified Due date and time, accept all proposals that are otherwise in order. The University will allow interested parties to be present via zoom for purposes of identifying which vendors have responded, if requested. The University will make no immediate decision at such time, and **there will be no disclosure of any information contained in any proposal until after formal notice of award and execution of any contract resulting from this RFP.** When multiple solicitations have been scheduled to open at the same date and time, the University will open solicitations that have interested individuals present in sequential order by solicitation number. **The University will hold unopened any proposals received after the Due date and time, and will not consider such proposals.** The University reserves the right to retain or dispose of such proposals at its discretion; however, the University may return such proposals to their related vendors, but only at such vendor's request and at no cost or expense whatsoever to the University.

If the University determines that due to an insufficient number of proposals received, it would be in the University's best interest, the University may extend the Due date in order to determine why other vendors did not respond and to encourage other vendors to respond.

3.8.1 Proposal Costs. The University is not liable in any manner or to any extent for any cost or expense incurred by any vendor in the preparation, submission, presentation, or any other action connected with proposing or otherwise responding to this RFP. Such exemption from liability applies whether such costs are incurred directly by the vendor or indirectly through the vendor's agents, employees, assigns or others, whether related or not to the vendor.

3.8.2 Withdrawal of RFP. Vendors may withdraw their proposals any time prior to the RFP Due date and time. Vendors may request to withdraw their proposals after the RFP Due date and any time prior to selection and notice of award. The University shall have sole authority to grant or deny such a request. In the event the University grants such a request, it may withhold issuing future RFP's to such vendors.

3.8.3 University's Right to Use Vendor's Ideas / Proprietary Information. If the vendor needs to submit proprietary information with the proposal, the vendor **shall ensure that**

it is enclosed in a separate redacted file from the proposal and that it is clearly designated and conspicuously labeled as such. The vendor may submit a full PDF for the committee and a redacted file for proprietary and confidential information within the guidelines below.

The University shall have the right to use any ideas that are contained in any proposal received in response to this RFP, along with any adaptation of such ideas. Selection or rejection of the proposal shall not affect the University's right of use. Provided, however, that the University will, in good faith, honor any vendor information that is redacted and saved as a separate file from the proposal and clearly designated and conspicuously labeled as proprietary, and the University concurs that the information is proprietary. **The file must also contain the reason(s) why the enclosed material is to be considered proprietary.**

Trade secrets or other proprietary data contained in the proposal documents shall be maintained as confidential in accordance with procedures promulgated by the Procurement Officer and subject to limitations in Arizona or Federal law. **Pricing information cannot be considered proprietary or confidential.** The University shall not be liable in any manner or in any amount for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. The University shall likewise not be liable if it did not know or could not have reasonably known that such information was proprietary. **At no time will the entire proposal be considered proprietary and be kept confidential. If the entire proposal is marked as confidential and/or proprietary and no redacted copy is sent, the University will not consider any part of the proposal confidential.**

3.9 EVALUATION PROCESS AND AWARD

- 3.9.1 Contractual Intent / Right to Terminate and Recommence RFP Process.** The University intends to contract with one or more vendors whose proposal(s) are considered to be in the best interests of the University. However, the University may terminate this RFP process at any time up to notice of award, without prior notice, and without liability of any kind or amount. Further, the University reserves the right to commence one or more subsequent RFP processes seeking the same or similar products or services covered hereunder.
- 3.9.2 Effective Period of Proposals.** Under this RFP, the University shall hold that vendors' responses to this RFP shall remain in effect for a period of ninety (90) days following the Due date, in order to allow time for evaluation, approval, and award of the contract. Any vendor who does not agree to this condition shall specifically communicate in its proposal such disagreement to the University, along with any proposed alternatives. The University may accept or reject such proposed alternatives without further notification or explanation.
- 3.9.3 Proposal Acceptance/Rejection.** The University reserves the right to reject any or all proposals. Such rejection may be without prior notice and shall be without any liability of any kind or amount to the University. The University shall not accept any proposal that the University deems not to be in its best interests. The University shall reject proposals submitted after the Due date and time.
- 3.9.4 Errors and Omissions in Vendors Proposals.** The University may accept or reject any vendor's proposal, in part or in its entirety, if such proposal contains errors,

omissions, or other problematic information. The University may decide upon the materiality of such errors, omissions, or other problematic information.

3.9.5 Determination of and Information Concerning Vendor's Qualifications. The University reserves the right to determine whether a vendor has the ability, capacity, and resources necessary to perform in full any contract resulting from this RFP. The University may request from vendors information it deems necessary to evaluate such vendors' qualifications and capacities to deliver the products and/or services sought hereunder. The University may reject any vendor's proposal for which such information has been requested but which the vendor has not provided. Such information may include but is not limited to:

- Financial resources
- Personnel resources
- Physical resources
- Internal financial, operating, quality assurance, and other similar controls and policies
- Resumes of key executives, officers, and other personnel pertinent to the requirements of the RFP
- Customer references
- Disclosures of complaints or pending actions, legal or otherwise, against the vendor

3.9.6 Apparently Conflicting Information Obtained by Vendor. The University is under no obligation whatsoever to honor or observe any information that may apparently conflict with any provision herein, regardless of whether such information is obtained from any office, agent, or employee of the University. Such information shall not affect the vendor's risks or obligations under a contract resulting from this RFP.

3.9.7 Rejection of Vendor Counter-offers, Stipulations and Other Exceptions. Any vendor exception, stipulation, counter-offer, requirement, and/or other alternative term or condition shall be considered rejected unless specifically accepted in writing by the University and thereafter incorporated into any contract resulting from this RFP.

3.9.8 Method of Award. Each response to this RFP will be reviewed for its overall competence, compliance, format, and organization. Proposals which the University deems overly complex, disorganized, or difficult to evaluate may be rejected in accordance with [Section 3.7.10](#) of this RFP. The award shall be made to the responsive and responsible vendor whose proposal is determined to be the most advantageous to the University of Arizona, taking into consideration the following evaluation criteria listed in the relative descending order of importance. Pricing must be a criterion. However, the University is under no obligation whatsoever to select, as most responsive the proposal that demonstrates the lowest pricing.

Evaluation Criteria

1. Total Financial Package (70%)

The proposal that offers the best financial value of the University and/or provides the largest financial contribution to the University, including:

- a. Required guaranteed annual lease payment (35%) minimum acceptable rent payment, per month**

b. Required separate annual sponsorship payment (35%) sponsorship contribution for student activities, scholarships, events, services, programs, etc.

2. Vendor Qualification (20%)

Each Proposal should specifically address the vendor's qualifications and experience in providing the level of services required to fulfill the terms of their proposal (10%). Vendor must also detail the level of management and staff that will be actively involved, including their qualifications and experience (10%).

3. Total Services Offered (10%)

The ability of vendor to provide the required ATM services, explained in your proposal with sufficient detail in a clear and understandable format.

Vendor may propose any other creative ideas, commitments, programs, revenue sharing, and/or offerings to support and/or enhance the SUMC's ATM services program.

The contract will consist of the University's RFP, the proposal with any and all revisions, award letter, and/or purchase order, and/or the signed agreement between the parties, as stated in that agreement.

3.9.9 Selection, Negotiation, Additional Information. Although the University reserves the right to negotiate with any vendor or vendors to arrive at its final decision and/or to request additional information or clarification on any matter included in the proposal, it also reserves the right to select the most responsive and responsible vendor or vendors without further discussion, negotiation, or prior notice. The University may presume that *any proposal is a best-and-final offer*.

3.9.10 Pre-Award Presentations. The University reserves the right to require presentations from the highest ranked vendors, in which they may be asked to provide information in addition to that provided in their proposals.

3.9.11 Pre-Award Negotiations. The University reserves the right to negotiate prior to award with the highest ranked vendors for purposes of addressing the matters set forth in the following list, which may not be exhaustive.

- Resolving minor differences and scrivener's errors
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from vendors
- Obtaining the lowest and best pricing and/or revenue agreement

3.9.12 Notification of Non-Selection. The University reserves the right not to notify vendors whose RFP responses are not selected for further consideration or notice of award. If the University decides to notify such vendors in writing, it will send the notifications to the address indicated in each such vendor's proposal. Once the award has been finalized, a notice of award may be posted on our [website](#).

- 3.9.13 Vendor's Need to Use Proprietary Rights of the University.** All information proprietary to the University and disclosed by the University to any vendor shall be held in confidence by the vendor and shall be used only for purposes of the vendor's performance under any contract resulting from this RFP.
- 3.9.14 Public Record.** After the award and execution of a contract resulting from this RFP, vendors' proposals become public record and are available for review during the University's regular office hours. The University will, in good faith and to the extent allowed by law, honor any vendor information that is clearly designated and conspicuously labeled as proprietary, and the University agrees that the information is proprietary. If the vendor needs to submit proprietary information with the proposal, the vendor **shall ensure that it is enclosed in a separate file from the proposal and that it is clearly designated and conspicuously labeled as such. The file must also contain the reason(s) why the enclosed material is to be considered proprietary.** At no time shall the entire proposal be considered proprietary and be kept confidential. The University shall not be liable in any manner or in any amount for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. The University shall likewise not be liable if it did not know or could not have reasonably known that such information was proprietary. **Pricing information cannot be considered proprietary or confidential.**
- 3.9.15 Certification.** By signature on the "Proposal Certification" form included herein, the Vendor certifies that the submission of the proposal did not involve collusion or other anti-competitive practices. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. In addition, Vendor certifies whether or not any employee of the University has, or has a relative who has, a substantial interest in any Agreement that may result from this RFP. Vendor also certifies their status with regard to debarment, or suspension by any Federal entity.

Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted proposal and, if applicable, any resulting Agreement. Signing the certification with a false statement shall void the proposal and, if applicable, any resulting Agreement. Any resulting Agreement may be subject to legal remedies provided by law. Vendor agrees to promote and offer to the University only those services and/or materials as stated in and allowed for under resulting Agreement(s).

4.0 AGREEMENT TERMS AND CONDITIONS

The following are the Terms and Conditions that will become part of any Agreement consummated between the University and the Successful Vendor. **In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Supplemental Agreement; Request for Proposals; Proposal.**

- 4.1 Actions of Successful Vendor.** The University is under no obligation whatsoever to be bound by the actions of any Successful Vendor with respect to third parties. The Successful Vendor is not a division or agent of the University.
- 4.2 Advertising.** The Successful Vendor shall not advertise or publish information concerning the Agreement without prior written consent of the University. The University shall not unreasonably withhold permission.

4.3 Americans with Disabilities Act and Rehabilitation Act. The Successful Vendor will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act, and all applicable federal regulations.

All electronic and information technology and products and services to be used by University faculty/staff, students, program participants, or other University constituencies must be compliant with the Americans with Disabilities Act as amended and the Rehabilitation Act. Compliance means that a disabled person can acquire the same information, engage in the same interactions, and enjoy the same services as a nondisabled person, in an equally effective and integrated manner, with substantially equivalent ease of use.

4.3.1 Electronic and Information Technology. Any acquisition considered electronic and information technology (EIT) as defined by the Access Board at 36 CFR 1194.4 and in the FAR at 2.101 must comply with Section 508 (36 CFR Part 1194) and, for web-based applications, WCAG 2.0, Level AA Guidelines. In addition, the submission of a completed Voluntary Product Accessibility Template (VPAT) is required so the University of Arizona may ascertain conformance. Proposals or bids without a completed VPAT may be disqualified from competition. The UA Guide to the VPAT and the templates themselves are available to assist vendors in this process. See information at <http://itaccessibility.arizona.edu/guidelines/purchasing/vpat>.

EIT is information technology (IT) and any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information. EIT includes, but is not limited to:

- telecommunication products, such as telephones;
- information kiosks and transaction machines;
- World Wide Web sites;
- software;
- multimedia (including videotapes); and
- office equipment, such as copiers and fax machines.

The University of Arizona reserves the right to perform real-world testing of a product or service to validate vendor claims regarding Section 508 conformance. To facilitate testing, the vendor will, upon request, provide the University with access to the product being considered for purchase for a period of at least 30 calendar days.

4.3.2 Services and Products. An accessible *service or product* is one that can be used by as many people as possible, taking into account their physical, cognitive, emotional, and sensory differences.

Services provided include, but are not limited to:

- education and training;
- cultural and athletic events;
- vehicle rentals
- event space and lodging; and
- parking and transportation.

Products include, but are not limited to:

- office equipment;
- office and classroom furniture; and
- kiosks

- 4.4 Conflict of Interest.** Pursuant to the provisions of Arizona Revised Statute § 38-511, the Arizona Board of Regents may, within three years after its execution, cancel the Agreement without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining the Agreement for or on behalf of the Arizona Board of Regents becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of the Agreement while the Agreement or any extension thereof is in effect.
- 4.5 Drug Free Workplace.** The Successful Vendor agrees that in the performance of the Agreement, neither the Successful Vendor nor any employee of the Successful Vendor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the Agreement. The University reserves the right to request a copy of the Successful Vendor's Drug Free Workplace Policy. The Successful Vendor further agrees to insert a provision similar to this statement in all subcontracts for services required.
- 4.6 Equal Opportunity.** The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. 60-1.4.41 C.F.R. Sec. 60-250.4 and 41 C.F.R. Sec. 60-741.4 are incorporated herein by reference and shall be applicable to the Agreement unless the Agreement is exempted under the rules, regulations or orders of the U.S. Secretary of Labor.
- 4.7 Federal, State, and Local Taxes, Licenses and Permits.** Successful Vendor is solely responsible for complying with all laws, ordinances, and regulations on taxes, licenses and permits, as they may apply to any matter under this RFP. The Successful Vendor must demonstrate that they are duly licensed by whatever regulatory body may so require during the performance of the Agreement. Prior to the commencement of Agreement, the Successful Vendor shall be prepared to provide evidence of such licensing as may be requested by the University. Successful Vendor shall, at no expense to the University, procure and keep in force during the entire period of the Agreement all such permits and licenses.
- 4.8 Inspection and Audit.** Pursuant to the provisions of Arizona Revised Statute § 35-214, all books, accounts, reports, files and other records relating to the Agreement shall be subject at all reasonable times to inspection and audit by the Arizona Board of Regents, The University of Arizona or the Auditor General of the State of Arizona, or their agents for five (5) years after completion or termination of the Agreement.
- 4.9 Liens.** Each Successful Vendor shall keep the University free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Successful Vendor.
- 4.10 Modifications.** The Agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.
- 4.11 Non-Discrimination.** The parties shall comply with all applicable state and federal statutes and regulations governing equal employment opportunity, non-discrimination, and immigration.

- 4.12 Sales and Use Tax.** The Successful Vendor agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable law. The Successful Vendor further agrees to indemnify and hold harmless the University from any and all claims and demands made against it by virtue of the failure of the Successful Vendor or any subcontractors to comply with the provisions of any and all said laws. The University is not exempt from state sales and use tax, except for equipment purchased for research or development. Any equipment ordered as tax exempt shall be invoiced separately from taxable systems, even if purchased on the same purchase order as issued by the University.
- 4.13 Prohibited Harassment.** Federal law and the policies of the University prohibit sexual harassment of University employees or students. Sexual harassment includes any unwelcome sexual advance toward a University employee or student, any request for a sexual favor from a University employee or student, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for University employees, or a hostile or offensive academic environment for University students. University vendors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees and students. The employer of any person who the University, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of the Agreement to cause such person to be removed from the project site and from University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.
- 4.14 Small Business Utilization Program.** The University is committed to its [Small Business Utilization Program](#) and to the development of Small Business. If subcontracting is necessary, the Successful Vendor will make every effort to use Small Businesses in the performance of the Agreement.
- 4.15 Smoking and Tobacco Policy.** This policy applies to the University of Arizona main campus in Tucson, the Arizona Health Sciences Center, the Phoenix Biomedical Center, the College of Applied Science and Technology (UA South) and all University vehicles. This policy applies to University students, faculty, employees, contractors, volunteers, and visitors on its campuses and in its vehicles. To view the complete policy, click on <https://policy.arizona.edu/ethics-and-conduct/smoking-and-tobacco-policy>. The Successful Vendor is expected to respect this tobacco free policy and fully comply with it.
- 4.16 Export Control.** Each party shall comply with all applicable export control laws and economic sanctions programs. Applicable export control or economic sanctions programs may include U.S. export control laws such as the Export Administration Regulations and the International Traffic in Arms Regulations, and U.S. economic sanctions programs that are or may be maintained by the U.S. Government. The parties will comply with U.S. export control and U.S. economic sanctions laws with respect to the export (including a deemed export) or re-export of U.S. origin goods, software, services and/or technical data, or the direct product thereof.
- 4.17 No Boycott of Goods or Services from Israel.** If the Goods/Services provided under this Agreement include the acquisition of services, supplies, information technology or construction with a value of at least \$100,000 and Supplier is engaged in for-profit activity and has 10 or more full-time employees, then, to the extent required by ARS § 35-393.01, Supplier certifies it is not currently engaged in, and during the term of this Agreement will not engage in, a boycott of goods or services from Israel.

- 4.18 Safety Standards.** To the extent applicable to the services to be performed under this Agreement, Contractor represents and warrants that all articles and services furnished under this Agreement meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations, in effect or proposed as the date of this Agreement, which shall include the following guidance provided by OSHA, available at the following link <https://www.osha.gov/coronavirus/safework>. In addition, Contractor, Contractor employees, and/or subcontractors who will be performing work in University of Arizona locations, indoor or outdoor, must review and abide by the mask requirements listed at: <https://covid19.arizona.edu/face-coverings>.
- 4.19 Arbitration.** The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS § 12-133.
- 4.20 Travel.** If authorized as part of any resulting contract, all reimbursable travel expenses must be authorized in writing by the University in advance of the planned travel and must be consistent with University Financial Policy 9.12 Independent Contractors, <https://policy.fso.arizona.edu/fsm/900/912> items 33-42. Each request for reimbursement shall be itemized and accompanied by copies of original receipts. If applicable, reimbursements for airfare shall be for standard airline coach travel only. If applicable, reimbursement for auto travel and per diem shall be made at the rate permitted for State of Arizona employees. Note that the purchase of alcohol shall not be permitted as a reimbursable expense under this Contract. Vendor will submit all receipts and any required backup documentation to the University within 90 days after the applicable expenses were incurred. The University will not be required to reimburse Vendor for any expenses, invoices, or receipts for expenses received after that time.
- 4.21 Administrative (Legal) Remedies.** The Arizona Board of Regents has promulgated [Administrative \(Legal\) Remedies](#) for alleged breaches or disputes arising from the Agreement. These remedies are exclusive and must be exhausted before the filing of any legal action.
- 4.22 Assignment-Delegation.** No right or interest in the Agreement shall be assigned or delegation of any obligation made by Successful Vendor without the written permission of the University. Any attempted assignment or delegation by Successful Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 4.23 Assignment of Anti-Trust Overcharge Claims.** The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, Successful Vendor hereby assigns to the University any and all claims for such overcharges.
- 4.24 Date for Reckoning Prompt-Payment Discount.** For purposes of determining whether a prompt-payment discount, if applicable, may be taken by the University, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.
- 4.25 Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of the Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent. Neither the Supplier / Contractor nor the University shall be liable for failure to perform if such failure is caused by or due to acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, pandemic, or any cause beyond the control of Supplier / Contractor or the University. Neither party shall be under any further obligation to the other.

4.26 Indemnification / Hold Harmless. The Successful Vendor shall indemnify, defend, and hold harmless to the fullest extent allowed by law the State of Arizona, the Arizona Board of Regents and the University, its officers, agents, and employees (“Indemnitees”) from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys’ fees and/or litigation expenses, which may be brought or made against or incurred on account of breach, or loss of or damage to any property, or for injuries to or death of any person, or financial loss incurred by Indemnitees, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Successful Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement, or arising out of Workers Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Successful Vendor and/or its subcontractors of claims under similar such laws and obligations. Successful Vendor’s obligation under this provision shall not extend to any liability caused by the sole negligence of the State of Arizona, Arizona Board of Regents, University or its officers, agents, and employees. Such indemnification shall specifically include infringement claims made against any and all intellectual property supplied by Successful Vendor and third party infringement under the Agreement.

4.27 Insurance Requirements. Without limiting any liabilities or any other obligations of Successful Vendor, the Successful Vendor shall provide and maintain the minimum insurance coverage listed below unless otherwise agreed to in writing. Coverage shall be provided with forms and insurers acceptable to the University until all obligations under the Agreement are satisfied.

- Commercial General Liability (CGL) insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) general aggregate.
- Commercial Automobile Liability insurance with a minimum combined single limit of ONE MILLION DOLLARS (\$1,000,000) each occurrence.

The insurance policies required in the two statements above shall be endorsed to name the State of Arizona, Arizona Board of Regents on behalf of the University of Arizona as additional insured and shall stipulate that the insurance afforded the Successful Vendor shall be primary insurance and that any insurance carried by the State of Arizona, the Arizona Board of Regents and the University of Arizona, their agents, officials or employees shall be excess and not contributory insurance to that provided by Successful Vendor.

- If applicable, Worker’s Compensation insurance in accordance with applicable Arizona Statutes, for any employees engaged in the performance of Agreement; and
- Employer’s Liability insurance with a minimum limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000).

A certificate of insurance acceptable to the University shall be furnished to the University prior to the commencement of Agreement as evidence that policies providing the required coverage, conditions and limits are in full force and effect.

4.28 Additional Insurance Requirements (Consultants, Lawyers, Architects and Engineers Agreements). Not Applicable.

4.29 Additional Insurance Requirements (Medical Services Agreement). Not Applicable.

4.30 Additional Insurance Requirements (Handling Hazardous Wastes). Not Applicable.

- 4.31 Intellectual Property.** It is understood and agreed that ownership of intellectual property developed as a result of fulfilling the requirements of this Request for Proposals belongs solely and exclusively to the Arizona Board of Regents on behalf of the University of Arizona. Documents/drawings used in this proposal belong to the Arizona Board of Regents on behalf of the University of Arizona and/or are being used with permission. Intellectual property as used herein, means all forms of legally protectable intellectual property, including copyrights, trademarks, inventions, patent applications, patents and mask works, drawings and/or blueprints. It is also understood and agreed that anything created as a result of an award of this proposal is considered a work for hire under the U.S. copyright laws and as such, the Arizona Board of Regents on behalf of the University of Arizona will own the copyright.
- 4.32 Labor Disputes.** Successful Vendor shall give prompt notice to the University of any actual or potential labor dispute which delays or may delay performance of the Agreement.
- 4.33 Laws and Regulations.** Successful Vendors are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances, and regulations affecting the rights of their employees, and shall protect and indemnify the University, its officers and agents against any claims of liability arising from or based on any violation thereof.
- 4.34 No Waiver of Right by the University.** No waiver by University of any breach of the provisions of the Agreement by the Successful Vendor shall in any way be construed to be a waiver of any future breach or bar the University's right to insist on strict performance of the provisions of the Agreement
- 4.35 Parking.** The Successful Vendor shall obtain all parking permits and/or decals that may be required while performing project work on University premises. The Successful Vendor should contact [Parking and Transportation Services](#) located at 1117 E. Sixth St., Tucson AZ 85721-0181.
- 4.36 Performance and / or Payment Bonds.** Not Applicable.
- 4.37 Payment Terms.** Payments by the University shall be subject to the provision of Title 35 of Arizona Revised Statutes relating to time and manner of submission of claims. The University's obligation is payable only and solely from funds appropriated for the purpose of the Agreement. Unless otherwise stated herein, the payment terms for the Agreement are Net 30 days
- 4.38 Price Adjustment for Multi-Year Contracts.** Price changes will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Agreement period, and shall be supported by written evidence of increased costs to the Successful Vendor. The University will not approve unsupported price increases that will merely increase the gross profitability of the Successful Vendor at the expense of the University. Price change requests shall be a factor in the Agreement extension review process. The University shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the University.
- 4.39 Prior Course of Dealings.** No trade usage, prior course of dealing, or course of performance under other agreements shall be a part of any agreement resulting from this RFP; nor shall such trade usage, prior course of dealing, or course of performance be used in the interpretation or construction of such resulting agreement.

- 4.40 Referencing of Orders.** For each order issued against an agreement resulting hereunder, the University intends in good faith to reference this RFP for pricing, terms and conditions, delivery location, and other particulars. However, in the event the University fails to do so, the University's right to such terms, conditions, and particulars shall not be affected, and no liability of any kind or amount shall accrue to the University.
- 4.41 Remedies and Applicable Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. University and Successful Vendor shall have all remedies afforded each by said law. The venue in any action or litigation commenced to enforce the Agreement shall be instituted in the appropriate courts in Arizona.
- 4.42 Right of Assurance.** Whenever one party to the Agreement in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of their intent to perform. In the event that a demand is made and no written assurance is given within ten calendar (10) days, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.
- 4.43 Right of Offset.** The University shall be entitled to offset against any sums due the Successful Vendor, any expenses or costs incurred by the University, or damages assessed by the University concerning the Successful Vendor's non-conforming performance or failure to perform the Agreement, or any other debt owing the University, including expenses, costs and damages described in the termination provisions contained herein.
- 4.44 Termination**
- 4.44.1 Convenience.** The University reserves the right to terminate the Agreement in whole or in part at any time when in the best interests of the University without penalty or recourse. Upon receipt of the written notice, the Successful Vendor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the University. In the event of termination under this provision, all documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of and delivered to the University. The Successful Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation shall be the Successful Vendor's sole remedy against the University in the event of termination under this provision.
- 4.44.2 Default.** The University reserves the right to terminate the Agreement in whole or in part due to the failure of the Successful Vendor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The University shall provide written notice of the termination and the reasons for it to the Successful Vendor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of and be delivered to the University on demand. The University may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under the Agreement. The Successful Vendor shall be liable to the University for any Excess Costs incurred by the University in re-procuring the materials or services.
- 4.44.3 Gratuities.** The University may, by written notice to the Successful Vendor, cancel the Agreement if it is discovered by the University that gratuities, in the form of entertainment, gifts or other, were offered or given by the Successful Vendor, or any

agent or representative of the Successful Vendor, to any officer or employee of the University with a view toward securing an Agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by the University pursuant to this provision, University shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Successful Vendor in providing such gratuities.

4.44.4 Insolvency. The University shall have the right to terminate the Agreement at any time in the event Successful Vendor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Successful Vendor and not discharged within thirty (30) days; or if Successful Vendor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Successful Vendor or its business.

4.44.5 Lack of Funding. The Agreement may be canceled without further obligation on the part of the Arizona Board of Regents and the University of Arizona in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The Successful Vendor shall be notified in writing of such non-appropriation as soon as reasonably possible. No penalty shall accrue to the Board or the University in the event this cancellation provision is exercised. This cancellation provision shall not be construed so as to permit the University to terminate the Agreement in order to acquire similar equipment, material, supplies or services from another party.

4.44.6 Stop Work Order. The University may at any time, by written order to the Successful Vendor, require the Successful Vendor to stop all or any part of the work called for by the Agreement for a period of ninety (90) days after the order is delivered to the Successful Vendor, and for any further period to which the parties may agree. The order shall be specifically identified as a Stop Work Order issued under this provision. Upon receipt of the order, the Successful Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, the Successful Vendor shall resume work. The University shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.

4.44.7 Suspension or Debarment. The University may by written notice to the Successful Vendor immediately terminate the Agreement if the University determines that the Successful Vendor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor Vendor of any public procurement unit or other governmental body.

4.45 Continuation of Performance through Termination. The Successful Vendor shall continue to perform, in accordance with the requirements of Agreement, up to the date of termination, as directed in the termination notice.

4.46 Confidentiality. The parties shall comply with 20 USC Section 1232(g), the Buckley Amendment to the Family Educational Right and Privacy Act of 1974. Therefore, Vendor shall not be entitled to receive Employee or Student information directly from University, other than public information available in University directories which is not protected by federal or state privacy or confidentiality statutes or regulations. Vendor may solicit Employee and Student

information directly from Employees and Students subject to prior disclosures by Vendor of all intended uses of such information. Regardless of the Employee or Student personal information, even if such information is publicly available via directories, Vendor shall under no circumstances sell, duplicate, market, or give to any person or persons, entities or other companies a list or other personal information of any or all Employees or Students. All identities and personal information Employees and Students shall remain confidential. And disclosure by Vendor occurring without the express prior written consent of the Employee or Student shall result in the immediate termination of this agreement.

4.47 Data Use, Ownership, and Privacy. The terms of this section apply if Supplier receives, has access to, stores, or analyzes any UA Data (as defined below). As between the parties, UA will own, or retain all of its rights in, all data and information that UA provides to Supplier, as well as all data and information managed by Supplier on behalf of UA, including all output, reports, analyses, and other materials relating to, derived from, or generated pursuant to the Agreement, even if generated by Supplier, as well as all data obtained or extracted through UA's or Supplier's use of such data or information (collectively, UA Data). UA Data also includes all data and information provided directly to Supplier by UA students and employees, and includes personal data, metadata, and user content.

UA Data will be UA's Intellectual Property and Supplier will treat it as UA Confidential Information (as defined below). Supplier will not use, access, disclose, or license, or provide to third parties, any UA Data, except: (i) to fulfill Supplier's obligations to UA hereunder; or (ii) as authorized in writing by UA. Without limitation, Supplier will not use any UA Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without, in each case, UA's prior written consent. Supplier will not, directly or indirectly: (x) attempt to re-identify or de-aggregate de-identified or aggregated information; or (y) transfer de-identified and aggregated information to any third party unless that third party agrees not to attempt re-identification or de-aggregation. For UA Data to be considered de-identified, all direct and indirect personal identifiers must be removed, including names, ID numbers, dates of birth, demographic information, location information, and school information. Upon request by UA, Supplier will deliver, destroy, and/or make available to UA, any or all UA Data.

Notwithstanding the foregoing, if the Agreement allows Supplier to provide aggregated and de-identified data to third parties, then Supplier may provide such data solely to the extent allowed in the Agreement, and, unless otherwise stated herein, only if such data is aggregated with similar data of others (i.e. is not identified as UA, ABOR, or Arizona-specific).

4.48 Non-Discrimination, Affirmative Action. Contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

4.49 Clean Air and Federal Water Pollution Control Act. The successful vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

4.50 COVID-19 Safety Protocols. The successful vendor must comply with FAR 52.223-99.

4.51 PCI DSS AND PABP COMPLIANCE. Contractor acknowledges, warrants and will maintain all applicable PCI DSS requirements to the extent the service provider handles, has access to, or otherwise stores, processes, or transmits the customer's cardholder data and/or sensitive authentication data and/or can affect security of those entities that store, process, or transmit cardholder data (e.g. Managed Services).

Furthermore, Contractor must certify at time of contract/agreement to be in compliance and continue to meet all applicable requirements by providing validation either by appearing on the VISA Global Registry of Service Providers (CISP), Payment Card Industry Security Standards Council Validated Payment Applications list (if applicable), or provide a completed and signed Attestation of Compliance (AOC) signed by a PCI approved Quality Security Assessor (QSA). Any change in Contractor's certification requires prompt (within thirty (30) days) written notification to the University of Arizona.

Furthermore, Contractor agrees to provide to the University of Arizona upon request, any supporting compliance documentation such as but not limited to Approved Scan Vendor (ASV) Attestation of Compliance (AOC), external scan results, penetration testing results, and/or a completed Service Provider Self-Assessment Questionnaire (SAQ) D (if not completing a third-party assessment).

Contractor agrees to indemnify the University of Arizona for any breach of its cardholder data attributed to the application, system, or Contractor controlled interface to CHD or service provided by the Contractor. Contractor agrees to notify the University of Arizona authorized representative within 24 hours in the event of unauthorized release of cardholder data

Contractor must provide written documentation, which outlines the specific PCI DSS compliance responsibilities of both the Contractor and the University of Arizona.

4.52 Information Security

4.52.1 Definitions

4.52.1.1 Authorized Users. Authorized users means and is limited to (1) Authorized Employees; and (2) Vendor's subcontractors, agents, and auditors who have a need-to-know or otherwise access data to enable the Vendor to comply with the Agreement, and who are bound in writing by confidentiality obligations sufficient to protect University Data in accordance with the terms hereof.

4.52.1.2 Confidential Information. Confidential information means any nonpublic information that is confidential or proprietary to a party and is disclosed or becomes known pursuant to this agreement. Except to the extent information is required to be kept private or confidential pursuant to other law, regulation, or policy, "Confidential Information" does not include information that is or becomes generally available or known to the public through no act of omission of the receiving party; was received lawfully from a third-party through no breach of any obligations of confidentiality owed to the disclosing party; or created by a party independently of its access to or use of other party's information.

4.52.1.3 University Data. University data means any and all data, information, text, graphics, works and other materials that are collected, loaded, stored, accessible, transferred through and/or accessed by the University in the course of using Vendor's services, including, but not limited to: (1) updates, modifications and/or deletions; (2) all of the results from the use of services; and (3) all information and materials that you develop or acquire prior to, or independently of, the Agreement. University Data is Confidential Information.

4.52.1.4 Data Compromise. Data compromise means any actual or reasonably suspected unauthorized access to, or acquisition of, data that compromises the security, confidentiality or integrity of the data or the ability of the University to access the data.

4.52.1.5 Information Security Incident. Information security incident means any actual or reasonably suspected incident, or imminent threat of unauthorized access, use, disclosure, breach, modification, or destruction of University Data; interference with information technology operations; or significant violation of the University's information security policy or the information security provisions of this Agreement.

4.52.2 Concepts

4.52.2.1 University Data Protection. All facilities used by or on behalf of the Vendor to store and process University Data will implement and maintain administrative, physical, technical, and procedural safeguards in accordance with industry best practices at a level sufficient to secure such data from unauthorized access, destruction, use, modification or disclosure. Such measures will be no less protective than those used to secure the Vendor's own data of a similar type, and in no event, less than reasonable in view of the type and nature of the data involved. The Vendor must maintain the administrative, physical, technical and procedural infrastructure associated with the provision of services to the University in a manner that is, at all times during the term of this Agreement, at a level equal to or more stringent than those specified by the parties to this Agreement.

4.52.2.2 Access Control. The Vendor will control access to the University's Data, limiting access to Authorized Users who have a legitimate need to know based on individual work assignment for the Vendor. The Vendor will trace approved access to ensure proper usage and accountability, and the Vendor will make such information available to the University for review, upon the University's request and not later than five (5) business days after the request is made in writing.

4.52.2.3 Patch Management. Vendor will carry out updates and patch management for all systems and devices in a timely manner, applying security patches within five (5) business days or less based on reported criticality. Updates and patch management must be deployed using an auditable process that can be reviewed by the University upon the University's request and not later than five (5) business days after the request is made in writing. An initial report of patch status must be provided to the University prior to the effective date of this Agreement.

4.52.2.4 Scanning and Penetration Testing. Prior to the Effective Date of this Agreement, and at regular intervals of no less than annually, and whenever a change is made which may impact the confidentiality, integrity, or availability of University Data, and in accordance with industry standards and best practices, Vendor will, at its expense, perform scans for unauthorized applications, services, code and system vulnerabilities on the networks and systems used to perform services related to this Agreement. An initial report must be provided to the University prior to the Effective Date of this Agreement. Vendor will provide the University the reports or other documentation resulting from the audits, certifications, scans and tests within five (5) business days of Vendor's generation or receipt of such results. The Vendor will, if such results so require, within thirty (30) calendar days of receipt of such results, promptly modify its security measures in order to meet its obligations under this Agreement and provide the University with written evidence of remediation. The following audits, certifications, scans, and tests are required:

- A vulnerability scan performed by a third-party of the Vendor's systems and facilities that are used in any way to deliver services under this Agreement;
- A formal penetration test performed by qualified personnel of the Vendor's systems and facilities in use in any way to deliver services under this Agreement; and
- The University may require the Vendor to perform additional audits and tests, the results of which will be provided to University within seven (7) business days of Vendor's receipt of such results.

4.52.2.5 Encryption. All systems and devices that store, process and/or transmit Confidential Information must use an industry standard encryption protocol for data in transit and at rest.

4.52.2.6 Security Development. Vendor will use secure development and coding standards; including secure change management procedures in accordance with industry standards. The Vendor's web applications must meet OWASP Application Security Verification Standards (ASVS). The Vendor will perform penetration testing and/or scanning prior to releasing new software versions. Vendor will provide internal standards and procedures to the University for review upon the University's request.

4.52.2.7 Deterioration and Degradation. Vendor will protect University Data against deterioration or degradation of quality and authenticity, including, but not limited to, annual data integrity audits performed by an independent, external organization.

4.52.3 Notification. Any notices or communications required or permitted to be given to the University under this Agreement must be (i) given in writing and (ii) transmitted by electronic mail transmission (including PDF), to the University Information Security Office at security@arizona.edu. Any such notice or communication must be deemed to have been given on the day such notice or communication is sent electronically, provided that the sender has received a read receipt or other replied acknowledgement of such electronic transmission.

4.52.3.1 Notification and Data Compromise. Unauthorized access or disclosure of nonpublic data is considered to be a breach. The Vendor will provide

notification, as soon as it is aware of the Data Compromise or breach, to the University Information Security Office at security@arizona.edu. When the Vendor is liable for the loss, the Vendor must bear all costs associated with the investigation, response and recovery from the breach, including, but not limited to, credit monitoring services with a term of at least three (3) years, mailing costs, website and toll-free telephone call center services. Any limitation on liability in this Agreement or elsewhere is void to the extent that it relieves a Vendor from its own negligence or to the extent that it creates an obligation on the University to hold the Vendor harmless.

4.52.3.2 Incident Reporting. Vendor will report all other Information Security Incidents to the University within 24 hours of discovery.

4.52.3.3 Third-Party Requests. The Vendor will notify the University immediately if the Vendor receives any third-party request for University Data, including but not limited to a subpoena, a court order, a public records request, a request directly from a data subject, or other type of inquiry or demand; or the location or method of transmission of University Data is changed. All notifications to the University required in this Information Security paragraph will be sent to the University Information Security Office at security@arizona.edu, in addition to any other notice addresses in this Agreement. In all such instances, to the extent legally feasible, the Vendor will not provide any University Data to such third-party and will instead direct the requestor to the University.

4.52.4 Workforce Security and Location. The Vendor will comply with workforce location and security clauses as outlined in this Agreement. Additionally, the Vendor will ensure their workforce is properly trained on information security and privacy practices of the University and on any information security or privacy regulations, as required by applicable rules. The Vendor must promote and maintain an awareness of the importance of securing the University Data to Employees and agents

4.52.4.1 Offshore. The University may select or restrict where University Data will be stored and where University Data can be processed, and the Vendor will store and/or process it there in accordance with the service terms. If a data location selection is not covered by the service terms (or a Data Location Selection is not made by the University with respect to any University Data), the Vendor will not be restricted in the selection of University storage or processing facilities. Any services that are described in this Agreement that directly serve the University and may involve access to sensitive University Data or development or modification of software for the University will be performed within the borders of the United States. Unless stated otherwise in this Agreement, this requirement does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of this Agreement. This provision applies to work performed by subcontractors at all tiers and to all University Data.

4.52.4.2 Background Checks. The Vendor must conduct background checks and not utilize any individual to fulfill the obligations of this Agreement, including subcontractors, if such individual has been convicted of any crime involving dishonesty or false statement including, but not limited to fraud and theft, or otherwise convicted of any offense for which incarceration for a minimum of

one (1) year is an authorized penalty. Any such individual may not be an “Authorized User” under this Agreement.

4.52.5 Audit. The Vendor will, at its expense, conduct or have conducted such audits and certifications as defined under this section at least annually, and immediately after any actual or reasonably suspected breach. The Vendor will provide the University the results of any such audits as defined under this section, along with the Vendor’s plan for addressing or resolving any shortcomings identified by such audits, within seven (7) business days of the Vendor’s receipt of such results.

4.52.5.1 Security Reviews. The Vendor will complete one of the following audits at least annually and immediately after any actual or reasonably suspected Data Compromise: SOC 2 Type I or II, SOC for Cybersecurity, or an accepted Higher Education Cloud Vendor Assessment Tool. Evidence must be provided to the University prior to the Effective Date of this Agreement and at least annually thereafter.

4.52.5.2 Reports. The University reserves the right to annual, at a minimum, review of: Vendor access reports related to access to University Data; Vendor patch management process, schedules, and logs; findings of vulnerability scans and/or penetration tests of Vendor systems; and Vendor development standards and processes.

4.52.5.3 Additional Audits at University Request. The University may require the Vendor to perform additional audits and tests, the results of which will be provided to the University within five (5) business days of the Vendor’s receipt of such results.

4.52.6 Destruction and Return of University Data. Except as permitted in other areas of the Agreement, the Vendor will promptly return the University’s Confidential Information upon termination of this Agreement, the final performances of services under this Agreement, or upon the request of the University, whichever comes first. In the event the Vendor has non-unique copies of the University’s Confidential Information that are also held by or returned to the University, the Vendor may, in lieu of returning such non-unique copies, destroy such Confidential Information in all forms and types of media and provide written confirmation or certification of such destruction.

5.0 SCOPE OF WORK, SPECIFICATIONS, TECHNICAL REQUIREMENTS

The University of Arizona Student Unions invites proposals to provide seven (7) Automated Teller Machines (ATMs) on the second level (main floor) and two (2) ATMs on the first level (lower level) of the Student Union Memorial Center (SUMC) located on the University of Arizona Campus (see **Attachment A**).

The University is looking for a variety of financial institutions to provide options, convenience and accessibility for ATM customers. A financial institution will be allowed no more than two (2) ATMs in the locations as described in this RFP. Proposals must specify all the financial and banking related services available to customers of their ATM along with a complete list of available ATM networks. Each proposal must include a specific guaranteed annual minimum rent payment, per ATM, and an annual required sponsorship fee that will be paid to the University (not including any applicable taxes). See **Attachment A** for Schedule of Payments.

- 5.1 Term of Agreement.** The contract term will be for a period of five (5) years beginning on July 1, 2023 and ending June 30, 2028.
- 5.2 ATM LOCATIONS and Areas (Premises).** There are currently nine (9) ATM locations in four (4) areas of the SUMC available for rent (see **Attachment A**). The University of Arizona has defined the four (4) primary ATM areas and nine (9) locations as follows:

SUMC Canyon Area: three (3) ATMs located on the main floor (level 2), south end of SUMC. ATM Map Locations 1, 2, and 3.

SUMC East Area: three (3) ATMs located on the main floor (level 2), east end of SUMC. ATM Map Locations 4, 5, and 6.

SUMC Indoor Area: one (1) ATM located inside on the main floor (level 2), north end of SUMC. ATM Map Location 7.

SUMC Lower Area: two (2) ATMs located inside on the bottom floor (level 1), north end of SUMC. ATM Map Locations 8 and 9.

Vendors should submit the number of ATMs they desire (maximum of two (2) per area) along with their preferred location(s) on the Schedule of Payments (**Attachment A**). ATM location assignment will be at the sole discretion of the University of Arizona.

- 5.3 Mandatory Payment.** Vendors must propose to the University an annual minimum guaranteed payment (rent for the ATM locations) and an annual sponsorship payment as defined herein:

5.3.1 Vendor must indicate **an annual minimum guaranteed payment** divided into twelve equal monthly payments, and due by the 15th of the following month. See Schedule of Payments **Attachment A**.

5.3.2 Vendor must provide **an annual sponsorship payment** to support programs, events, services, and scholarships within the Arizona Student Unions including but not limited to: sponsorship of campus activities, leadership and development opportunities, service initiatives, cultural events, student support programs, recreational opportunities, etc.

5.3.2.1.1 The sponsorship payment shall be made annually at the beginning of the each fiscal year (the University's fiscal year begins July 1). See Schedule of Payments **Attachment A**. The allocation of this payment will be left to the discretion of the Student Union administration.

- 5.4 Permitted Use.** The Premises are to be used only for operating an ATM in accordance with this RFP and for no other business or purpose whatsoever without the prior written consent of the University. Only banking related services and transactions are to be conducted at the Vendor's ATM. No act shall be done in or about the Premises that is unlawful or that will increase the existing rate of insurance on the SUMC.

5.4.1 In the event of a breach of this covenant, Vendor shall pay to the University any and all increases in insurance premiums resulting from such breach upon demand, and the University shall have all additional remedies provided for herein to redress such breach.

5.4.2 Vendor shall not commit or allow to be committed any waste upon the Premises, or any public or private nuisance or other act or thing which disturbs the quiet enjoyment of any other Tenant in the SUMC. Vendor, at its expense, shall comply with all laws relating to its use and occupancy of the Premises.

5.4.2.1 In addition, Vendor shall observe such reasonable rules and regulations as may be adopted and made available to Vendor by the University from time to time for the safety, care and cleanliness of the Premises, the ATM Structure or the SUMC and for the preservation of good order therein. The current rules and regulations in effect for the SUMC can be found here:
<http://www.union.arizona.edu/policies>

5.5 Maintenance, Operations & Equipment. The Vendor will be responsible for any and all costs associated to install their ATM equipment. Any costs for future modifications and improvements to specified location(s), required by law, will be borne by the Vendor. Upon termination of the agreement the Vendor will be required to restore the location to a condition equal to the condition prior to the beginning of the contract period. Minimum requirements for maintenance, operations, and equipment are as follows:

5.5.1 Alterations. The Vendor is responsible for all costs associated with the alteration, improvement, renovation and/or remodeling of their assigned ATM location(s). If applicable, a preliminary design plan for renovation, cosmetic and structural, must be submitted for review along with this proposal response. Final designs will be submitted to the University for approval.

5.5.1.1 The current ATM Locations have telephone and internet access. NOTE: The Successful Vendor(s) will not have IDF (network closet) access. Any access of this type must be coordinated with University of Arizona UITS Department. Vendor(s) will be issued code access for the ATM area, and Vendor will be responsible for sharing this code with its service personnel as needed. The Student Unions will not provide access or access codes to Vendors' service personnel.

5.5.1.2 The Vendor is required to assume financial responsibility for all costs (including but not limited to design review fees, on-site inspection fees provided by the University and any required utility meters) for connecting to and extending the utilities to suit their needs.

5.5.1.3 The Vendor must provide complete design and construction plans to the University prior to construction. Documents shall be prepared and sealed by an architect (and sub-consultant engineers as required) licensed by the Arizona State Board of Technical Registration.

5.5.1.4 All proposed plans and design work shall follow the University of Arizona Manual of Design and Specification Standards. Construction documents will be subject to the approval of the University of Arizona Planning, Design & Construction team and be permitted through the University of Arizona Risk Management Services department. NOTE: Vendors are required to submit drawings and plans to the University at least 2 weeks in advance.

5.5.1.5 All construction shall be performed by a contractor licensed in the State of Arizona.

5.5.1.6 Any and all costs associated with remodeling, improving or altering the proposed ATM Location(s) to meet the business needs of the Vendor shall be the responsibility of the Vendor.

- 5.5.1.7** In the event that any portion of the Premise shall be damaged because of improvements, additions or alterations installed by Vendor or in the event repairs and/or replacements are required by reason of the act, misuse or neglect of the vendor, its employees, agents, guests, licensees, or contractors, Vendor agrees to make such repairs and/or replacements after consultation and approval of the University promptly and properly at Vendor's sole cost and expense.
- 5.5.2 Maintenance.** The Arizona Student Unions will provide maintenance to all Real Property Installed Equipment. Real Property Installed Equipment (RPIE) is any non-mobile equipment that is a physical part of the facility, i.e., HVAC equipment and ductwork, fire safety devices and equipment, lighting fixtures, etc.
- 5.5.2.1** Routine maintenance (i.e. changing light bulbs, painting, replacing ceiling tiles, etc.) is the responsibility of the Vendor. The Vendor is responsible to schedule and coordinate with the Student Unions on any maintenance work, and to deter setting off fire alarms while performing any type of routine maintenance. Failure to adhere to this may result in Vendor becoming responsible for any expenses (minimum fee of \$500), which may be incurred due to the evacuation of SUMC.
- 5.5.2.2** The Arizona Student Unions reserves the right to inspect any Real Property Installed Equipment at any time.
- 5.5.3 Cleaning.** The Vendor will maintain their ATM equipment and infrastructure in a clean and sanitary condition. Vendor will also be required to remove any and all trash which pertains to the normal operation of the designated location. Vendor is responsible for any janitorial/cleaning and non-real property equipment maintenance for the exclusive use the Premises, and any costs associated with pest control, and removal of all trash and garbage.
- 5.5.3.1** Arizona Student Unions will provide housekeeping and janitorial services to the common area at the Vendor's prorated expense. Common area is defined as all public walkways and seating spaces in the SUMC. Periodically, as part of the Vendor's established cleaning program, or upon request, equipment may be moved by the vendor and the floor and walls thoroughly cleaned. Adequate receptacles for refuse in the common seating area will be provided by the Student Unions and marked in such a fashion as to solicit cooperation in the placement of refuse therein.
- 5.5.3.2** The Vendor is responsible for all costs associated with the removal of trash and garbage, and participation in the Student Union's recycling program.
- 5.5.4 Hours.** The SUMC Canyon Area and East Area ATM locations are accessible 24 hours a day, 365 days a year. The SUMC Indoor Area and Lower Area ATM locations are available during standard building hours. For current SUMC hours, visit: <http://www.union.arizona.edu/infodesk/hours>.
- 5.5.5 Marketing and Promotions.** Vendor may not market or promote their banking services at any other Student Unions or University location without written approval or agreement from the University. Opportunities to market and promote vendor's services may be mutually defined and agreed upon in writing as they arise.
- 5.5.6 Storage.** The University will not provide storage space for any equipment, product or supplies.

- 5.5.7 Staff.** The service employees of the Vendor must wear identifying uniforms and a nametag at all times. Personnel relations of employees on the Vendor's payroll will be the Vendor's responsibility, including background checks (see Section 4.52.4.2). The Vendor will comply with all applicable government regulations related to the employment, compensation, and payment of personnel. The University reserves the right to request that any employee be removed from this account at any time.
- 5.5.8 Parking, Delivery and Access Permits.** All vehicles on campus will be required to purchase and display University Parking & Transportation Services parking permits.
- 5.5.8.1** Vendor shall arrange for delivery and receipt of supplies through established SUMC loading dock facilities, during mutually agreed upon specified hours. Delivery and receipt of such supplies cannot take place in any public areas of the SUMC. Vendor shall be responsible for any damages caused to Student Unions' facilities during the delivery and transport of supplies, including damages to walls, flooring, elevators and/or equipment.
- 5.5.8.2** Vehicles (including golf carts) used to transport personnel and supplies must be approved and permitted by University Parking & Transportation Services.
- 5.5.8.3** Vehicles may not be stored at the Vendor location during business hours and may be cited and towed if in violation.
- 5.5.9 University Access/Keys.** The Vendor must purchase CatCards (\$25) for any employee who will need access to any University facility. The CatCard is used for keyless access and is necessary to check out keys (if needed) from the University's Facilities Management Department for University Buildings.
- 5.5.9.1** Vendor may receive one (1) set of keys to the Premises if applicable. Additional keys shall be provided at the expense of the Vendor and only through the University's key shop.
- 5.5.9.2** The Vendor must notify the University's Facilities Management within 24 hours of the discovery of lost or stolen keys. The unauthorized duplication or use of a card/key to a public building is a punishable offense under the Arizona Revised Statutes, Section 13-3715, and that the Vendor will be assessed a re-keying charge for lost or stolen card/keys.
- 5.5.9.3** Vendor may also receive a keyless access code to access their ATM for routine maintenance and upgrades. The Student Unions will provide this code to the Vendor's designated representative, and it will be his/her responsibility to share the code as needed with its personnel and service personnel.
- 5.5.10 Standard Business Operations.** The Vendor is responsible for all aspects of their business operations including but not limited to: deliveries, security, cleaning, and the extension of utilities from within Premises.
- 5.5.10.1** Supply delivery for the Vendor will only be allowed through the appropriate loading area within the SUMC at mutually agreed times. Vendor has access to a common delivery corridor and common restroom facilities.
- 5.5.10.2** The SUMC use a card security system. The Vendor is required to use this system for entry to the building and other locations. The Vendor is responsible for the cost of a University employee card for each employee who works on site. See Section 5.5.9.

- 5.5.10.3** The common restroom facilities located in the lower level must be used by the Vendor's employees in lieu of other "public restrooms" for changing of uniforms if applicable. Lockers are available in the common restroom facilities on a first- come, first- serve basis.
- 5.5.11 Utilities.** The Student Unions shall be responsible for the cost of electricity and Heating Ventilation and Air Conditioning (HVAC). Tenant shall be solely responsible for, and promptly pay, all charges and deposits for telephone, internet, and data through the University Information and Technology Services (UITS).
- 5.5.11.1** Internet service at existing location jacks is provided by the University at no cost. Any new service including "lighting" of switches/jacks shall be at the Vendor's expense and is provided by UITS.
- 5.5.12 Signage.** All signage requests must be approved by the Student Unions prior to installation and must conform to University of Arizona and Arizona Student Unions policies.
- 5.5.13 UA Branding.** Vendor may not use any University logo, trademark, brand or identity in any of its marketing materials, websites, signage, or for any other use without the written approval from the University.
- 5.5.13.1** Vendor shall not advertise any representation on behalf of the University of Arizona, its Board of Regents, or any agency thereof.
- 5.5.14 Equipment.** The locations have the following equipment that is wholly owned by the University and shall be returned to the University in like condition at the conclusion and term of this agreement. Fixed equipment at location includes: HVAC.
- 5.5.14.1** The Vendor will be responsible for the installation and removal of all the necessary equipment used to provide its ATM banking services.
- 5.5.14.2** Any changes or additions to bring in additional power, water, drains, internet, natural gas, etc., at any current or future locations, will be at the expense of the Vendor and upon approval of the University.
- 5.5.14.3** The Vendor will have full responsibility for the costs of any damage to or loss of equipment located at the University. The Vendor will also have full responsibility for cost to repair damage to the University's premises which result from negligence or accidents by the vendor or its employees.
- 5.5.15 Inspections & Review.**
- 5.5.15.1 Pre-occupancy Inspection.** A physical pre-occupancy inspection and inventory of the ATM space and equipment provided under this contract will be conducted prior to the Vendor taking possession of the space. Any deficiencies will be noted and corrected by the Arizona Student Unions or accepted as is by both parties. Upon completion of this contract and all options, a post-occupancy inspection and inventory will occur. Any new deficiencies noted are the responsibility of the Vendor to return to the original condition identified during the pre-occupancy inspection.
- 5.5.15.2 Right to Inspect Locations.** The University representative will have the right to inspect ATM locations and related equipment with the Vendor at any time.
- 5.5.15.3 Review.** In order to insure a mutually beneficial business relationship, the University expects to review its banking retail service business routinely. Product and equipment changes and advances will also be reviewed. This process will allow both the University and the Vendor the opportunity to maintain the highest quality standards expected in this type of relationship.

- 5.6 Lease Agreement.** The Successful Vendors will complete a formal Lease Agreement with the University as a result of this RFP, which will be included as part of the terms and conditions of the Lease Agreement. Please see the attached section 6.2.
- 5.7 Accountability.**
- 5.7.1** Unless otherwise agreed in writing, the accounting period is defined as the last day of each month. The University's fiscal year begins on July 1 and ends on June 30. The Vendor agrees to pay all taxes, licenses, and other expenses, if any.
- 5.7.2** If monthly rent payments and/or sponsorship payments are not received by the University on the due dates prescribed herein (net 15 days from invoice), the unpaid commissions will accrue interest at the lesser of two and one-half percent (2.5%) per month or the highest contractual interest rate allowed by the State of Arizona. All such amounts will be calculated monthly and will be due and owing in the same manner and at the same time as the commission payments.
- 5.7.2.1** For all five years of this agreement, the annual sponsorship payment is due on an annual basis at the beginning of each fiscal year (July 1).
- 5.7.3** The Vendor is required to maintain accurate and complete records as necessary for the proper operation of this contract. These records must be available for audit inspection by the University at any reasonable time. The University has the right, at vendor's expense, to request that commission and/or transaction statements for any contract year be provided within 30 days of request by the University, and be examined in accordance with generally accepted auditing standards by an independent certified public accountant. The scope of this examination should be such that an auditor's opinion would be issued. The University may exercise this right no more than once per contract year.
- 5.7.4** The University will have the right to review the vendor's internal controls and accounting procedures relative to the vendor's operation at the University.
- 5.8 Subcontracts.** The Vendor will not subcontract the performance of any part of the contract without obtaining the prior written approval for each subcontractor from the University, which approval the University may refuse at its discretion and without recourse to the contractor. If a subcontract is approved, the Vendor will be responsible for any subcontractor activities the same as if the contractor were directly furnishing the service. All other terms of this agreement remain the same.
- 5.9 Contract Changeover.** Following contract award, if supplier is changed during the contract period, a period of thirty (30) days will be used to make an orderly transition to the new contractor. This transition period will begin thirty (30) days prior to the expiration of the contract agreement.
- 5.10 Assignment and Subletting.** The Successful Vendor (Tenant) shall not, without the prior written consent of the Arizona Student Unions (Landlord), assign or transfer its interests in whole or in part or sublet all or any part of the Premises. If the Vendor is a corporation, any transfer of this Lease by merger, consolidation, or liquidation shall constitute an assignment for the purpose of this Lease and shall require the written consent of Landlord. Consent is intended to insure consistency in operation and soundness of any new corporation and consent shall not be unreasonably withheld. Any consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity of such consent to any subsequent assignment or subletting. Each assignee or transferee shall assume and be deemed to have assumed this

Lease and shall remain liable jointly and severally with Tenant for the payment of all fees and for the due performance of all the terms, covenants, conditions, and agreements herein contained on Tenant's part to be paid and performed for the term of this Lease. No assignment shall be binding on Landlord unless such assignee or Tenant shall deliver to Landlord a counterpart of such assignment and an instrument in recordable form which contains a covenant of assumption by the assignee. No assignment or subletting by Tenant with the consent of Landlord shall relieve Tenant of its obligation hereunder unless Landlord expressly so agrees in writing.

5.11 Exclusivity. The University expects that other ATM opportunities may be developed at other campus locations over the next several years. Establishing additional ATM campus locations is not guaranteed to the Successful Vendors. Vendors will have first opportunity to bid on future ATM placements at Arizona Student Unions' operated and managed facilities only.

5.11.1 Any proposal which calls for campus exclusivity will be expected to address the scope of that exclusivity, scope of services to be provided, and the total financial package (including, but not limited to, up-front cash payments) that will be guaranteed to the University in exchange for said exclusivity.

5.11.2 In the event that one or more additional ATM locations are developed within existing Arizona Student Unions' managed facilities, the Arizona Student Unions reserve the right to expand the existing lease to allow for the additional locations. The selected Vendor(s) will be offered the first right of refusal in negotiating for rights to new Student Union locations.

5.12 Awards. The RFP will be awarded based on the Evaluation Criteria noted in Section 3.9.8, and on the total value of the Proposal.

5.13 Accessibility.

5.13.1 Address compliance with WCAG 2.1 AA and UA Rehabilitation Act Section 508.

a. Address accessibility for both user and administrator/staff functionality.

5.13.2 Provide your VPAT for accessibility (Voluntary Product Accessibility Template) or your WCAG 2.1 Conformance Statement. Templates to be completed can be provided upon request.

a. Include specific information regarding the accessibility of platform, keyboard navigation, and screen reader accessibility.

5.13.3 Has your product been verified for accessibility with assistive technologies for all functionality? If so, was verification through in-house testing or via third tester/vendor?

a. Please list OS, assistive technologies and applications (browsers) tested, including version numbers.

5.13.4 Discuss where and how accessibility is included in your product development process.

5.13.5 If you are designing digital content such as email, Web-based or Social Media content, discuss your efforts to ensure accessibility.

5.14 Proposal Response (required). The Vendor's proposal response should include the following information in the order specified. If the vendor fails to provide any of the information requested, the University may, at its sole option, ask the vendor to provide the missing information or evaluate the proposal response without the missing information.

A. Financial. Vendor must provide a complete schedule of payments (as detailed in Section 5.3), by fully completing **Attachment A**. Vendor must identify the annual minimum rent guarantee payment and the annual sponsorship payment.

B. Services Offered.

- a. Vendor must detail all financial and banking-related services, features and opportunities offered by their ATM program.
- b. Vendor must designate who in its organization is authorized to represent and speak for the Vendor in all business and contractual matters relating to this RFP.
- c. Vendor must include artist renderings of the proposed ATM Location(s) and a 1/4" scale drawing with attached equipment schedule, signage, and design plans that detail the minimum requirement for the assigned space.
- d. Vendor must also identify the financial commitment to the development of the proposed ATM Location as rendered.
- e. All proposals should include the locations of all ATM branches and locations, highlighting those local to Tucson and also show branch convenience in Tucson, regionally, and nationally.

C. Vendor Qualification. Vendor must specifically address their qualifications and experience in providing the level of ATM services required to fulfill the terms of their proposal, and address customer satisfaction and consumer preferences. In addition, vendor must:

- a. Present evidence that the firm or its officers have been profitably engaged for at least the past three (3) years in providing banking services as listed in the RFP at locations of similar customer volume.
- b. Include at least three (3) customer references from comparable institutions for similar products or services specified in this RFP, including the names and telephone numbers of the contact persons.

5.15 Method of Payment & Discount for Early Payment. The University's preferred method of payment is via credit card. The University would issue a Purchase Order and upon receipt of goods or services, pay subsequent invoices by credit card.

Will you accept payment via credit card? Yes _____ No _____

Do you offer an early payment discount? Yes _____ No _____

If yes, what is your offer? _____ % if paid within _____ days after the University receives a proper, accurate and uncontested Invoice for Payment.

If payment via credit card is accepted and an early payment discount is offered, would the University receive the discount if paying by credit card? Yes _____ No _____

6.0 CERTIFICATIONS AND FORMS (Vendor to complete and return with proposal)

6.1 Certification of Proposal

6.2 Lease Agreement

6.3 Attachment A

6.1. Certification of Proposal (vendor to complete and return with proposal)

Explanation. This certification attests to the vendor’s awareness and agreement to the content of this RFP and all accompanying provisions contained herein.

Action. Vendor is to ensure that the following certificate is duly completed and correctly executed by an authorized officer of your company.

This proposal is submitted in response to Request for Proposals # L192323 issued by the University of Arizona. The undersigned, as a duly authorized officer, hereby certifies that _____ (Vendor Name), located at _____ (address), agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions and provisions of the referenced Request for Proposals (RFP) and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal shall remain in effect for a period of ninety-(90) calendar days as of the Due Date for responses to the RFP.

The undersigned certifies that to the best of his/her knowledge: (check one)

There is no officer or employee of the University of Arizona who has, or whose relative has, a substantial interest in any Contract award subsequent to this proposal.

The names of any and all public officers or employees of the University of Arizona who have, or who's relative has, a substantial interest in any Contract award subsequent to this proposal are identified by name as part of this submittal.

The undersigned further certifies that their firm (check one) IS **or** IS NOT currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action.

In accordance with [Purchasing Policy 4.3](#) – Small Business Utilization Program, the Undersigned further certifies that your business (check the appropriate areas) does **or** does not meet the Federal (S.B.A.) Small Business definition (FAR 19.001) and size standards (FAR 19.102). If it does, please “CHECK” one of the following: Small Business Small Disadvantaged Small Business Women-Owned Women-Owned Disadvantaged Veteran owned HUB Zone Disabled Veteran Owned Alaska Native Corp. Historically Black Colleges and Universities and Minority Institutions

[Arizona Small Business](#) (has less than 100 fulltime employees, including employees employed in any subsidiary or affiliated corporation) please “CHECK one of the following: AZ. Small Business AZ. Women Owned AZ Disadvantaged AZ Disadvantaged Women-owned.

The undersigned further certifies that as a duly authorized officer, is authorized to negotiate in good faith on behalf of this firm for purposes of this Request for Proposals.

Name: _____ Title: _____

Signature: _____ Date: _____ Email: _____

F.E.I.N: _____

RFP Email and Notification Contact: _____

6.2 Lease Agreement

[FINANCIAL INSTITUTION] ATM AT THE STUDENT UNION MEMORIAL CENTER THE UNIVERSITY OF ARIZONA BASIC TERMS SHEET

This Basic Terms Sheet between the parties listed below is for the convenience of the parties in quickly referencing certain aspects of the basic terms of the Lease. It is not intended to serve as a complete summary of the Lease. In the event of any inconsistency between this Basic Terms Sheet and the Lease, the applicable Lease provision shall prevail and control.

Name of Landlord: Arizona Board of Regents, a body corporate, for the benefit of the University of Arizona

Name of Tenant:

Tenant's Telephone Number:

Address of Premises: Student Union Memorial Center
The University of Arizona
1303 E. University Blvd.
Tucson, Arizona 85719

Approximate Area of Premises: ~30 square feet

Effective Date: July 1, 2023

Term Expiration Date (See **Section 2**): June 30, 20228

Monthly Rent (See **Section 3**): Payable in the amounts and at the times described in **Section 3**.

Tenant's Permitted Use: Operation of an Automated Teller Machine (ATM).
(See **Section 5.1**)

Notice Address for Landlord: Director
(See **Section 15.11**) Arizona Student Unions
The University of Arizona
1303 E. University Blvd., Suite 403
Tucson, Arizona 85719

With Copies to: Procurement and Contracting Services
The University of Arizona
PO Box 210300
Tucson, Arizona 85721

LANDLORD:

Arizona Board of Regents, a body corporate, for the benefit of the University of Arizona

By: _____

Name: _____

Title: _____

Date: _____

TENANT:

[Financial Institution]

By: _____

Name: _____

Title: _____

Date: _____

**[FINANCIAL INSTITUION] ATM AT THE STUDENT UNION MEMORIAL CENTER
THE UNIVERSITY OF ARIZONA
LEASE AGREEMENT**

This Lease, dated July 1, 2023 (the "**Effective Date**"), is made by and between Arizona Board of Regents, a body corporate, for the benefit of the University of Arizona ("**Landlord**"), and -
_____ ("**Tenant**").

RECITALS

A. Landlord issued Request for Proposal No. L192323 (the "RFP") soliciting proposals from venders to furnish the University of Arizona (the "University") with one or more Automated Teller Machines ("ATM") located within or near the University's Student Union Memorial Center ("SUMC").

B. Tenant was the successful vender in response to the RFP and was awarded the contract to provide the University with the products and services described in the RFP. Pursuant to the RFP, Tenant will, among other things, _____.

AGREEMENT

In consideration of the mutual promises contained in this Lease, and other good and valuable consideration, the Parties agree as follows:

1. PREMISES. Landlord hereby leases to Tenant and Tenant leases from Landlord for the term, at the rental, and upon all the conditions set forth herein, the premises demised by this Lease, that certain ATM site identified as ATM location # _____ situated in the Canyon Area (or the East Area) located on main level (Level 2) of SUMC (the "**Premises**") within the approximate 30 square foot structure (the "**ATM Structure**"). The location of the Premises is shown on **Exhibit "A"** attached hereto. All dimensions and areas quoted herein or in any exhibit attached hereto are approximate. Notwithstanding anything to the contrary contained in this Lease, Landlord reserves to itself the use of the roof, exterior walls, and the area above the ceiling and below the floor of Premises and ATM Structure, together with the right to install, maintain, use, repair and replace pipes, ducts, conduits, risers, wires and structural elements leading through the Premises and which serve other parts of the ATM Structure or the SUMC.

2. TERM. The term of this Lease shall commence on the Effective Date and shall end on June 30, 2028 ("**Term**"), unless sooner terminated pursuant to any provision hereof.

3. RENT. Tenant agrees to make monthly Rent payments to Landlord based on the guaranteed annual rent amounts as follows:

Fiscal Year (July 1 - June 30)	Guaranteed Annual Rent Payment	Monthly Rent Payments
2023-2024		
2024-2025		
2025-2026		
2026-2027		

The term "**Fiscal Year**" shall mean the successive 12-month periods during the Term commencing on July 1 of each year and ending on June 30 of the following year. All Rent payments shall be delivered to the Landlord at the following address:

Arizona Student Unions
The University of Arizona
Attn: Business Manager
1303 E. University Blvd., Suite 403
Tucson, Arizona 85719

3.1. **ADDITIONAL RENT; RENTAL TAX; PAYMENT OF RENT.** The term "Rent" as used herein, unless otherwise specified, shall refer collectively to monthly Rent and any other sums required to be paid by Tenant to Landlord hereunder. Tenant agrees to pay to Landlord, in addition to and accompanying each payment of rent, all privilege, sales, excise, rental and other taxes (except income taxes) imposed now or hereafter imposed by any governmental authority upon the rent to be paid by Tenant to Landlord. Rent for any period during the Term that is for less than one month or one year, as applicable, shall be a pro-rata portion of the monthly or annual installment. Rent shall be paid without deduction, offset, prior notice or demand to Landlord or to such other persons or at such other places as Landlord may designate in writing. All rent shall be paid in lawful money of the United States of America. Landlord's acceptance of any rent payment that is for less than the entire amount then currently due shall be only as an acceptance on account and shall not constitute an accord and satisfaction or a waiver by Landlord of the balance of the rent due or a waiver of any of the remedies available to Landlord by reason of Tenant's continuing default hereunder.

3.2. **ANNUAL SPONSORSHIP PAYMENT.** On the July 1 of each Lease Year, Tenant shall pay to Landlord an annual payment of \$_____ to support and promote programs, events, services and scholarships within the Arizona Student Unions such as but not limited to campus activities, leadership development, service initiatives, cultural events, student support programs, events or recreational opportunities. The allocation of this payment will be left to the discretion of Landlord. Tenant will be listed as a "Sponsor", where applicable, of each student event, service or program that Tenant's payment is used to support. Notwithstanding anything to the contrary contained in this Lease, the annual sponsorship payment is not considered rent, is not taxable, and will be considered charitable contributions to the maximum extent allowed by law.

4. **SECURITY DEPOSIT.** Intentionally deleted.

5. USE.

5.1. PERMITTED USES.

(a) The Premises are to be used only for operating an ATM in accordance with the RFP ("**Permitted Use**") and for no other business or purpose whatsoever without the prior written consent of Landlord, which will not be unreasonably withheld.

(b) Subject to Landlord's obligations set forth herein, Tenant is solely responsible for all aspects of its business operations, including without limitation deliveries, storage, security, maintenance, cleaning, and the extension of utilities from a common location.

(c) No act shall be done in or about the Premises that is unlawful or that will increase the existing rate of insurance on the Premises. In the event of a breach of this covenant, Tenant shall pay to

Landlord any and all increases in insurance premiums resulting from such breach upon demand, and Landlord shall have all additional remedies provided for herein to redress such breach. Tenant shall not commit or allow to be committed any waste upon the Premises, or any public or private nuisance, or other act or thing which unreasonably disturbs the quiet enjoyment of any other Tenant in the Premises. Tenant shall comply with all laws relating to its use and occupancy of the Premises, at its expense except as set forth in Section 5.2 below. In addition, Tenant shall observe such reasonable rules and regulations as may be adopted and made available to Tenant by Landlord from time to time for the safety, care and cleanliness of the Premises and for the preservation of good order therein. Such rules and regulations shall not unreasonably interfere with Tenant's use of, or access to or from, the Premises.

(d) Subject to Section 6.2 below, Tenant warrants that the operation of its business shall be conducted in compliance with all applicable federal, state and local environmental, safety and other pertinent laws, rules, regulations and ordinances, including, without limitation, the Americans With Disabilities Act and the Arizonans With Disability Act (collectively, the "**ADA**"). Tenant shall indemnify, defend and hold harmless Landlord from and against any claim, liability, expense, lawsuit, loss or other damage, including reasonable attorneys' fees, arising from or relating to Tenant's use of the Premises or Tenant's activities within the Premises or any violations of the ADA due to the use of the Premises by Tenant, its employees, subtenants, agents, guests, contractors or invitees.

5.2. **CONDITION OF PREMISES.** Tenant accepts the Premises in its 'as is' condition existing as of the Effective Date hereof subject to all applicable matters of public record, laws, ordinances and regulations governing and regulating the use of the Premises, and subject to all matters disclosed thereby. Tenant acknowledges that neither Landlord nor Landlord's agents has made any representation or warranty as to the suitability of the Premises for Tenant's business or as to the square footage over which Tenant shall have exclusive use and occupancy and that Tenant and its agents and contractors have been provided with an opportunity to thoroughly inspect and measure the Premises at SUMC.

5.3. **HAZARDOUS MATERIALS.**

(a) As used herein, the term "Hazardous Materials" shall mean any substance or material that has been determined by any state, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property, including all of those materials and substances designated as hazardous or toxic by the U.S. Environmental Protection Agency, the Consumer Product Safety Commission, the U.S. Food and Drug Administration, the department of environmental quality or similar government agencies of the state, county, or municipality where the Premises are located, or any other governmental agency now or hereafter authorized to regulate materials and substances in the environment.

(b) Tenant agrees not to introduce any Hazardous Materials in, on or adjacent to the Premises without (i) obtaining Landlord's prior written approval, (ii) providing Landlord with 30 days prior written notice of the exact amount, nature, and manner of intended use of such Hazardous Materials, and (iii) complying with all applicable federal, state and local laws, rules, regulations, policies and authorities relating to the storage, use, disposal and clean-up of Hazardous Materials, including, but not limited to, the obtaining of all proper permits.

(c) Tenant shall immediately notify Landlord of any inquiry, test, investigation, or enforcement proceeding by, against or directed at Tenant or the Premises concerning Hazardous Materials. Tenant acknowledges that Landlord, as the owner or ground lessor of the Premises, shall have the right, at its election, in its own name or as Tenant's agent, to negotiate, defend, approve, and appeal, at Tenant's expense, any action taken or order issued by any applicable governmental authority with regard to Hazardous Materials used, stored, disposed of or released on or from the Premises by Tenant or its agents, employees, or contractors.

(d) If Tenant's storage, use, disposal or release of any Hazardous Materials in, on or adjacent to the Premises or the SUMC results in any contamination of the Premises, the SUMC, the soil, surface or groundwater thereunder or the air above and around the Premises (i) requiring remediation under federal, state or local statutes, ordinances, regulations or policies, or (ii) at levels that are unacceptable to Landlord, in Landlord's sole and absolute discretion, Tenant agrees to clean-up the contamination immediately, at Tenant's sole cost and expense. Tenant further agrees to indemnify, defend and hold Landlord harmless from and against any claims, suits, causes of action, costs, damages, loss and fees, including reasonable attorneys' fees and costs, arising out of or in connection with (i) any clean-up work, inquiry or enforcement proceeding relating to Hazardous Materials currently or hereafter used, stored, disposed of or released by Tenant or its agents, employees, contractors, or sub-Tenants on or about the Premises or SUMC, and (ii) the use, storage, disposal or release by Tenant or its agents, employees, contractors, or sub-Tenants of any Hazardous Materials on or about the Premises or SUMC.

(e) Notwithstanding any other right of entry granted to Landlord under this Lease, Landlord shall have the right to enter the Premises or to have consultants enter the Premises throughout the Term at reasonable times for the purpose of determining: (1) whether the Premises are in conformity with federal, state and local statutes, regulations, ordinances and policies, including those pertaining to the environmental condition of the Premises; (2) whether Tenant has complied with this **Section 5**; and (3) the corrective measures, if any, required of Tenant to ensure the safe use, storage and disposal of Hazardous Materials. Tenant agrees to provide access and reasonable assistance for such inspections. Such inspections may include, but are not limited to, entering the Premises with machinery for the purpose of obtaining laboratory samples. Landlord shall not be limited in the number of such inspections during the Term. If, during such inspections, it is found that Tenant's use, storage, disposal or release of Hazardous Materials constitutes a violation of this Lease, in addition to any other remedies available to Landlord by reason of such violation, Tenant shall reimburse Landlord for the cost of such inspections within 10 days of receipt of a written statement therefor. If such consultants determine that the Premises are contaminated with Hazardous Materials or in violation of any applicable environmental law by reason of the use, storage, disposal or release of such by Tenant or its agents, employees, or contractors, Tenant shall, in a timely manner, at its expense, remove such Hazardous Materials or otherwise comply with the recommendations of such consultants to the reasonable satisfaction of Landlord and any applicable governmental agencies. If Tenant fails to do so, Landlord, at its sole discretion, may, in addition to all other remedies available to Landlord under this Lease and at law and in equity, cause the violation and/or contamination to be remedied at Tenant's sole cost and expense. The right granted to Landlord herein to inspect the Premises shall not create a duty on Landlord's part to inspect the Premises, or liability of Landlord for Tenant's use, storage or disposal of Hazardous Materials, it being understood that Tenant shall be solely responsible for all liability in connection therewith.

(f) Tenant shall surrender the Premises to Landlord upon the expiration or earlier termination of this Lease free of Hazardous Materials used, stored, disposed of or released on or from the Premises by Tenant or its agents, employees, contractors, or sub-Tenants and in a condition that complies with all governmental statutes, ordinances, regulations and policies required as a result of Tenant's handling of Hazardous Materials, and such other reasonable requirements as may be imposed by Landlord.

(g) Tenant's obligations under this **Section 5** and all indemnification obligations of Tenant under this Lease shall survive the expiration or earlier termination of this Lease.

6. MAINTENANCE AND REPAIRS.

6.1. **LANDLORD'S OBLIGATIONS.** Subject to the provisions of **Section 9** and except as provided for in **Section 6.2** and elsewhere herein, and except for damage caused by any negligent or intentional act or omission of Tenant, Tenant's agents, employees, contractors, sub-Tenants or invitees, Landlord, at Landlord's expense, shall keep the exterior portion of the Premises, including the foundation and structural components of the ATM Structure, the public areas, all non-mobile equipment that is physically a part of the SUMC such as

ductwork, heating, air conditioning, fire safety devices, lighting fixtures, utility systems and fixtures, and similar equipment ("**Real Property Installed Equipment**" or "**RPIE**"), and the common areas in and around the SUMC in good order, condition, and repair. Landlord shall conduct routine maintenance to existing RPIE. Tenant shall give Landlord prompt written notice of any item that Landlord is required to repair and of any unsafe condition upon or within the Premises by submitting requests for repairs to the Landlord. Tenant expressly waives the benefits of any statute now or hereafter in effect that would otherwise afford Tenant the right to make repairs at Landlord's expense or to terminate this Lease or its obligations hereunder because of Landlord's failure to keep the RPIE or any other portion of the Premises or the SUMC in good order, condition, and repair. Landlord or its agent shall have the right to enter the Premises to inspect the RPIE at any time.

6.2. **TENANT'S OBLIGATIONS.**

(a) Tenant shall, at its expense throughout the Term, maintain its ATM in full operational condition and shall maintain, service, replace, and keep in good condition and repair, all of Tenant's personal property, equipment, trade fixtures, telephone equipment, security systems, work stations and other non-RPIE, and any alterations, improvements, additions and utility installations made by Tenant, and shall keep the Premises in a clean and sanitary condition. Tenant shall, at its expense, be responsible for janitorial and trash removal (both secured and unsecured) at the Premises. Landlord shall provide sufficient receptacles for trash disposal.

(b) On the last day of the Term, or on any sooner termination, Tenant shall surrender the Premises to Landlord in the good condition, broom clean, ordinary wear and tear excepted. Tenant shall repair (i) any damage to the Premises, and (ii) any damage to the ATM Structure caused by any negligent or intentional act or omission of Tenant, Tenant's agents, employees, contractors, or sub-Tenants, including damage caused by the removal of its trade fixtures, furnishings and equipment pursuant to **Section 7.2** and the patching and filling of holes and repair of structural damage.

7. **ALTERATIONS**

7.1. **LEASEHOLD IMPROVEMENTS.** Tenant agrees, at Tenant's sole cost and expense, to provide all work of whatever nature that is necessary to install and operate the ATM, complete the Premises and open the ATM for business to the public, including without limitation a customer service help line, a camera security system or any other necessary security ("**Tenant's Work**"). Tenant's architect and any contractors used in performing Tenant's Work shall be approved in writing by Landlord in advance. Landlord may require Tenant, at Tenant's sole cost and expense, to furnish a bond or other security satisfactory to Landlord to assure diligent, faithful performance and completion of Tenant's Work. All plans and specifications for Tenant's Work shall be approved in writing by Landlord in advance. No deviation from the final set of plans and specifications, once submitted to and approved by Landlord, shall be made by Tenant without Landlord's prior written consent. Approval of plans and specifications by Landlord shall not constitute the assumption of any responsibility by Landlord for their accuracy or sufficiency, and Tenant shall be solely responsible for such plans and specifications.

Unless otherwise specifically provided in this Lease to the contrary, Tenant shall be responsible for all costs relating to space planning and architectural, engineering, construction and other fees related to Tenant's improvement of the Premises, and Tenant shall comply with all University and governmental regulations, with regard to the construction of any improvements installed within the Premises by Tenant or its contractors.

7.2. ALTERATIONS.

(a) Without the prior written consent of Landlord, such consent not to be withheld unreasonably, Tenant shall not make any alterations, improvements, additions or utility installations within or to the Premises nor remove, modify or alter any fixtures, nor make any alterations to the "path of travel" (as that term is used in the ADA and in the rules and regulations implementing the ADA), within the Premises (collectively, the "**Alterations**"). Any Alterations, shall, at Landlord's option, become part of the realty and belong to Landlord upon the expiration or earlier termination of this Lease, except for furniture, removable equipment and trade fixtures if and to the extent any such furniture, removal equipment and trade fixtures were paid for by Tenant. Tenant shall keep the Premises free from any liens arising out of any work performed for, material furnished to, or obligations incurred by the Tenant. It is further understood and agreed that under no circumstance is the Tenant to be deemed the agent of the Landlord for any Alterations, repair, or construction within the Premises, the same being done at the sole expense of the Tenant. All contractors, materialmen, mechanics, and laborers are hereby charged with notice that they must look only to the Tenant for the payment of any charge for work done and materials furnished upon the Premises in connection with any Alterations, repair or construction by Tenant within the Premises during the Term.

(b) Any and all of Tenant's contractors and sub-contractors constructing any Alterations, improvements, additions, utility installations or removing any fixtures shall sign a "Contractors Hold Harmless Agreement" in the form attached hereto as **Exhibit "B"**, to be provided to Landlord prior to commencement of any such work. Contractor(s) or sub-contractor(s) who do not currently have a certificate of insurance on file with Landlord shall provide Landlord with a certificate of insurance in which the commercial general liability coverage shall not be less than \$1,000,000, combined single limit, naming Landlord as additional insureds.

(c) Upon the expiration or sooner termination of the Term, Tenant shall, upon written demand by Landlord at least 60 days before the expiration or termination of the Term, at Tenant's sole expense, with due diligence, remove any Alterations made by Tenant, designated by Landlord to be removed in its notice of approval therefor, and repair any damage to the Premises caused by such removal. Tenant shall remove all of its movable property and trade fixtures that can be removed without damage to the Premises at the expiration or earlier termination of this Lease and shall pay Landlord for all damages from injury to the Premises or SUMC resulting from such removal.

8. INSURANCE; INDEMNITY.

8.1. **TENANT'S INSURANCE REQUIREMENTS.** Tenant shall procure and maintain for the duration of the Lease, insurance against claims for injury to persons or damage to property that may arise from or in connection with this Lease. The insurance requirements herein are minimum requirements for this Lease and in no way limit the indemnity covenants contained in this Lease. Landlord in no way warrants that the minimum limits contained herein are sufficient to protect the Tenant from liabilities that might arise out of this Lease. Tenant is free to purchase such additional insurance as Tenant determines necessary.

(a) **Minimum Scope and Limits of Insurance.** Tenant shall provide coverage with limits of liability not less than those stated below.

Commercial General Liability – Occurrence Form. Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000
Fire Legal Liability	\$500,000

Each Occurrence

\$1,000,000

The policy shall be endorsed to include the following additional insured language: The State of Arizona, Arizona Board of Regents, University of Arizona, and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the use and/or occupancy of the property subject to this Lease. Wherever additional insured status is required, such additional insureds shall be covered to the full limits of liability purchased by the Tenant, even if those limits of liability are in excess of those required herein.

(b) **Additional Insurance Requirements.**

(1) **Waiver of Subrogation.** The policies required herein shall contain a waiver of subrogation against the State of Arizona, Arizona Board of Regents, University of Arizona, and its officers, officials, agents, and employees for losses arising from this Lease.

(2) **Primary Coverage.** The Tenant's insurance coverage shall be primary insurance with respect to all other available sources.

(3) **Notice of Cancellation.** With the exception of 10-day notice of cancellation for non-payment of premium, any changes material to compliance with this Lease in the insurance policies above shall require 30 days written notice to the University of Arizona. Such notice shall be sent directly to the attention of **UA Real Estate Administration, 1125 N. Vine St., PO Box 210416, Tucson, AZ 85721-0416** and shall be sent by certified mail, return receipt requested.

(4) **Acceptability of Insurers.** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. University of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Service Provider from potential insurer insolvency.

(5) **Verification of Coverage.** Tenant shall furnish the University of Arizona with certificates of insurance (ACORD form or equivalent approved by the University of Arizona) as required by this Lease. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the University of Arizona before the Lease Term commences. Each insurance policy required by this Lease must be in effect at or prior to commencement of the Lease and must remain in effect for the duration of the Lease. Failure to maintain the insurance policies as required herein, or to provide timely evidence of renewal, will be considered a material breach of this Lease. All certificates required by this Lease shall be sent directly to **UA Real Estate Administration, 1125 N. Vine St., PO Box 210416, Tucson, AZ 85721-0416**. The Lease number and property description shall be noted on the certificate of insurance. The University of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Lease at any time.

(6) **Approval.** Any modification or variation from the insurance requirements in this Lease requires approval of the University of Arizona Department of Risk Management Services. Such action will not require a formal Lease amendment, but may be made by administrative action.

8.2. **INDEMNIFICATION REQUIREMENTS.** Tenant shall indemnify, defend, save and hold harmless the State of Arizona, Arizona Board of Regents, University of Arizona, and its officers, officials, agents, and employees (hereinafter referred to as "**Indemnitee**") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "**Claims**") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Tenant or any of its owners, officers, directors, agents, employees or contractors, arising out of or related to Tenant's occupancy and use of the Premises. It is the specific intention of the parties that the Indemnitee shall in all instances, except for Claims arising from the

negligent or willful acts or omissions of the Indemnitee, be indemnified by Tenant from and against any and all claims as set forth above. It is agreed that Tenant will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

8.3. **EXEMPTION OF LANDLORD FROM LIABILITY.**

(a) Tenant hereby agrees that Landlord and its agents shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise, or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Premises, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction, or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or light fixtures, or from any other cause whether said damage or injury results from conditions arising upon the Premises or upon other portions of the SUMC, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. Landlord shall not be liable for any damages arising from any act or neglect of any other Tenant. Neither party shall be liable for the negligent acts or omissions of the other party.

(b) No officers, officials, agents, or employees of Landlord shall be subject to personal liability with respect to any of the covenants or conditions of this Lease. Tenant shall look solely to the Landlord for the satisfaction of the remedies of the Tenant in the event of a breach by the Landlord. Tenant will not seek recourse against the officers, officials, agents, or employees of Landlord or any of their personal assets for such satisfaction. It is mutually agreed that this clause is and shall be considered an integral part of this Lease.

9. **DAMAGE OR DESTRUCTION.**

9.1. **RECONSTRUCTION OF PREMISES.** If during the Term all or part of the Premises should be destroyed partially or totally by fire or other casualty, this Lease shall continue thereafter in full force and effect, except as hereinafter provided, and Landlord shall use commercially reasonably diligent efforts to cause the reconstruction of the Premises as soon as reasonably possible following such destruction to substantially the same condition in which it existed at the time immediately preceding such destruction. Tenant's obligation to pay rent to Landlord hereunder shall abate from the date of such destruction until completion of such reconstruction and the Term hereof shall be automatically extended for a period of time equivalent to that during which rent is abated as aforesaid. Should the Premises be partially damaged or destroyed, rent shall be abated in the same proportion as the destruction affects Tenant's ability to occupy and use the Premises for the Permitted Use. Notwithstanding the foregoing, Landlord shall have 30 days following the partial or total destruction of the Premises to elect in writing not to commence reconstruction, repair or replacement of the Premises and to terminate this Lease, and if such fire or other casualty is not covered by the insurance maintained by Landlord, Landlord shall have the option, within 30 days following the date Landlord learns of either of such facts, to terminate this Lease.

9.2. **FORCE MAJEURE.** If Landlord is bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required in **Section 9.1** by reason of Force Majeure, then the performance of that term, covenant or act is excused for the period of the delay and the reconstruction period shall be deemed correspondingly extended.

9.3. **ABATEMENT SOLE REMEDY.** Except for abatement of rent, as described in **Section 9.1** above, if any, Tenant shall have no claim against Landlord for any damage suffered by reason of any such damage, destruction, repair or restoration of the Premises.

9.4. **NOTICE OF LOSS OR DAMAGE.** Tenant shall give immediate telephonic notice to Landlord in cases of any accident or material casualty in the Premises or in the Building and shall thereafter promptly confirm such notice in writing.

9.5. **WAIVER.** Tenant hereby expressly waives the benefit of A.R.S. § 33-343 or any other statute now or hereafter in effect which would otherwise afford Tenant the right to terminate this Lease or its obligations hereunder due to damage or destruction of the Premises or the Building and agrees that the terms of this Lease shall govern the affect of any damage or destruction thereof.

10. CONDEMNATION. If less than 20% of the floor area of the Premises is taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs, and in addition, Landlord shall have the option in such event to terminate this Lease in full by providing Tenant with written notice thereof within 10 days following the date when the condemning authority takes title or possession, whichever first occurs. If 20% or more of the floor area of the Premises is taken by condemnation, either Landlord or Tenant may terminate this Lease by providing the other with written notice thereof within 10 days following the date when the condemning authority takes title or possession, whichever first occurs. If neither Landlord nor Tenant elects to terminate this Lease, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the proportion that the floor area taken bears to the total floor area of the original Premises. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages; provided, however, that Tenant shall be entitled to any award for loss or damage to Tenant's trade fixtures and removable property and other damages specifically awarded to Tenant. In the event that this Lease is not terminated by reason of such condemnation, Landlord shall, to the extent of damages actually received by Landlord in connection with such condemnation, repair any damage to the Premises caused by such condemnation except to the extent that Tenant has been reimbursed therefor by the condemning authority.

11. PERSONAL PROPERTY TAXES. Tenant shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment, and all other personal property of Tenant contained in the Premises or elsewhere. Tenant shall cause said trade fixtures, furnishings, equipment, and all other personal property to be assessed and billed directly to Tenant.

12. UTILITIES AND SERVICES.

12.1. **UTILITIES.** Landlord shall be responsible for the cost of electricity and Heating, Ventilation, and Air Conditioning (HVAC). Tenant shall be solely responsible for all costs associated with connecting to existing utilities, extending utilities or adding additional utilities requirements, including without limitation design fees, inspection fees, set-up fees, permits and any required utility meters. If Tenant requires additional internet jacks, switches or lighting, such additional jacks, switches or lighting shall be installed by Landlord at Tenant's cost. Tenant shall be responsible for and promptly pay all charges and deposits for its telephone, internet, and data service costs through University Information and Technology Services (UITS).

12.2. **LANDLORD NOT RESPONSIBLE FOR INTERRUPTION OF SERVICE.** Landlord shall incur no liability to Tenant in the event that any utility becomes unavailable, or if there is any interruption in such services unless such interruption (i) is not due to the willful acts or gross negligence of Tenant, (ii) such interruption continues for more than 48 hours, and (iii) there is a material adverse impact on the operation of Tenant's business, in which event Tenant's sole remedy shall be to receive an equitable abatement of Monthly Rent Payment until the earlier of (i) the utility is restored or (ii) the material adverse impact ceases.

12.3. **TENANT'S OBLIGATIONS.** Tenant shall cooperate fully at all times with Landlord, and abide by all reasonable and non-discriminatory regulations and requirements which Landlord may prescribe for the proper functioning and protection of the SUMC's services and systems. Tenant shall not use any apparatus or device in, upon or about the Premises that may in any way unreasonably increase the amount of services or utilities usually furnished or supplied to the Premises. In addition, Tenant shall not connect any conduit, pipe,

apparatus or other device to the SUMC's water, waste or other supply lines or systems for any purpose. Neither Tenant nor its employees, agents, contractors, licensees or invitees shall at any time enter, adjust, tamper with, touch or otherwise in any manner affect the mechanical installations or facilities of the SUMC.

13. ASSIGNMENT AND SUBLETTING.

13.1. **LANDLORD'S CONSENT REQUIRED.** Tenant shall not voluntarily or by operation of law, assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises, without Landlord's prior written consent, which may be granted or withheld in Landlord's sole discretion. Any attempted assignment, transfer, mortgage, encumbrance, or subletting without such consent shall be void, and shall constitute a breach of this Lease.

13.2. **NO RELEASE OF TENANT.** Regardless of Landlord's consent, no subletting or assignment shall release Tenant of Tenant's obligation or alter the primary liability of Tenant to pay the rent and to perform all other obligations to be performed by Tenant hereunder and no assignment shall be effective unless and until the assignee executes a written instrument, in a form acceptable to Landlord, assuming all of Tenant's obligations under this Lease. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting.

13.3. **CHANGE AND CONTROL OF TENANT.** If Tenant is a corporation, limited liability company, partnership or other entity, any change in control of such entity shall constitute a transfer of Tenant's interest in this Lease. As used in this Section, "control" means the possession, directly or indirectly, of the power to direct, or to cause the direction of, the management or policies of a person or entity, whether through ownership of voting securities, by contract or otherwise.

14. DEFAULTS; REMEDIES.

14.1. **DEFAULTS.** The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

(a) The vacating or abandonment of the Premises by Tenant.

(b) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder within five days of the date when due.

(c) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in Subsection (b) above, where such failure shall continue for a period of 30 days after written notice thereof from Landlord to Tenant.

(d) (i) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; (ii) the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within 30 days; or (iv) the attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within 30 days.

(e) The chronic delinquency by Tenant in the payment of monthly rent, or any other periodic payment required to be paid by Tenant under this Lease. "Chronic delinquency" shall mean failure by Tenant to pay monthly rent, or any other periodic payment required to be paid by Tenant under this Lease, within five days as described in **Section 14.1(b)** above, for any three months (consecutive or nonconsecutive) during any

12-month period. In the event of the chronic delinquency, at Landlord's option, Landlord shall have the additional right to require that monthly rental be paid by Tenant quarter-annually, in advance, for the remainder of the Term.

14.2. **REMEDIES.** In the event of such default by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any other right or remedy which Landlord may have by reason of such default or breach:

(a) Terminate this Lease by any lawful means, in which case Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees; the "worth at the time of award" established by the court having jurisdiction thereof of the amount by which the unpaid rent and other charges due for the balance of the Term after the time of Tenant's default exceeds the amount of such rental loss for the same period that Tenant proves by clear and convincing evidence could have been reasonably avoided. For purposes of this **Section 14.2(a)**, "worth at the time of award" of the amount referred to above shall be computed by discounting each amount by a rate equal to the Prime Rate at the time of the award, but in no event more than an annual rate of ten percent. As used herein, the "Prime Rate" means the then current prime rate published in the *Western Edition of the Wall Street Journal*; provided, however, if the *Western Edition of the Wall Street Journal* no longer publishes a prime rate then the Prime Rate shall be an equivalent rate established by a financial institution or financial publication designated by Landlord.

(b) Re-enter the Premises, without terminating this Lease, and remove any property from the Premises, in which case Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent and all other amounts due hereunder as they become due. No re-entry or taking possession of the Premises by Landlord pursuant to this **Section 14.2** or other action on Landlord's part shall be construed as an election to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Landlord's election not to terminate this Lease pursuant to this **Section 14.2(b)** or pursuant to any other provision of this Lease shall not preclude Landlord from subsequently electing to terminate this Lease or pursuing any of its other remedies.

(c) Maintain Tenant's right to possession, in which case this Lease shall continue in effect, whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent and all other amounts due hereunder as they become due.

(d) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Tenant's right to possession shall not relieve Tenant from liability under any indemnity provision of this Lease as to matters occurring or accruing during the Term hereof or by reason of Tenant's occupancy of the Premises.

The remedies set forth herein shall be deemed cumulative and not exclusive.

14.3. **DEFAULT BY LANDLORD.** Landlord shall not be deemed in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event earlier than 30 days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligations; provided, however, that if the nature of Landlord's obligation is such that more than 30 days are required for performance, then Landlord shall not be in default if Landlord commences performance within such 30-day period and thereafter diligently prosecutes the same to completion. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default, and Tenant's remedies shall be limited to damages and/or an injunction.

14.4. **LATE CHARGES.** Tenant hereby acknowledges that late payment by Tenant to Landlord of rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of rent or any other sum due from Tenant shall not be received by Landlord on or before the date when due, Tenant shall pay to Landlord a late charge equal to ten percent of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

15. GENERAL PROVISIONS.

15.1. **ESTOPPEL CERTIFICATE.** Within 10 days after any request therefor by Landlord, Tenant shall execute, acknowledge and deliver to Landlord, a written certificate, if the same be true, as to such matters relating to this Lease, the Premises or the Tenant as Landlord shall reasonably request, or, if the same not be true, stating the manner in and the extent to which the same be not true.

15.2. **EXCLUSIVITY.** There is no exclusivity for ATMs within the SUMC and the Landlord may rent additional ATM spaces as deemed necessary by the University to any of Tenant's competition for any reason whatsoever and at any time without notification to Tenant.

15.3. **LANDLORD'S LIABILITY.** The term "Landlord" as used herein shall mean only the owner or owners at the time in question of the fee title or a Tenant's interest in a ground lease of the Premises or Building. In the event of any transfer of such title or interest, Landlord herein named (and in case of any subsequent transfers the then grantor) shall be released from and after the date of such transfer of all liability as respects Landlord's obligations thereafter to be performed, provided that any funds in the hands of Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be delivered to the grantee. The obligations contained in this Lease to be performed by Landlord shall, subject as aforesaid, be binding on Landlord's successors and assigns, only during their respective periods of ownership.

15.4. **SEVERABILITY.** The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

15.5. **INTEREST ON PAST-DUE OBLIGATIONS.** Except as expressly herein provided, any amount due to Landlord not paid when due shall bear interest at two and one-half percent per month or the highest contractual interest rate allowed by Arizona law, whichever is less, from the date due. All such amounts will be calculated monthly and will be due and owing in the same manner and at the same time as the rent or other payments. Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

15.6. **TIME OF ESSENCE.** Except as specifically otherwise set forth in this Lease, time is of the essence with respect to each and every obligation of the parties hereunder.

15.7. **CAPTIONS.** Section and paragraph captions are not a part hereof.

15.8. **RFP.** The RFP and Tenant's response thereto, are incorporated herein by this reference as if fully set forth herein. In the event of any inconsistency between the RFP or Tenant's response and the Lease, the applicable Lease provision shall prevail and control.

15.9. **ENTIRE AGREEMENT.** This Lease, together with the RFP and Tenant's response thereto, contains all agreements of the parties with respect to the subject matter thereof and supersede and render null and void any other prior agreements, if any, between Landlord and Tenant. No prior agreement or understanding pertaining to any such matter shall be effective.

15.10. **AMENDMENTS.** This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.

15.11. **NOTICES AND PAYMENTS.** All notices and demands which may be required or permitted to be given to either party hereunder shall be in writing, and all such notices and demands hereunder shall be sent by certified United States mail, return receipt requested, postage prepaid, hand delivered or delivered by an overnight courier service or by email or facsimile to the addresses, emails, or fax numbers set out below or to such other person or place as each party may from time to time designate in a notice to the other. All payments due hereunder shall be sent by first class United States mail, postage prepaid, hand delivered or delivered by an overnight courier service to the address of the Landlord set out on the Basic Terms Sheet attached hereto or to such other person or place as Landlord may from time to time designate in a notice to Tenant. Notices and payments shall be deemed given and made upon actual receipt. Any notice or demand required or permitted to be given or made hereunder shall be addressed to Landlord and Tenant, respectively, at the addresses set forth below:

If to **Landlord:** Director
Arizona Student Unions
The University of Arizona
1303 E. University Blvd., Suite 403
Tucson, Arizona 85719

With Copies to: Procurement and Contracting Services
The University of Arizona
PO Box 210300
Tucson, Arizona 85721

If to **Tenant:** [INSERT INFORMATION]

15.12. **MORTGAGEE PROTECTION.**

(a) If, in connection with obtaining financing for the Building or any portion thereof, Landlord's lender shall request reasonable modifications to this Lease as a condition to such financing, Tenant shall not unreasonably withhold, delay or defer its consent to such modifications, provided such modifications do not materially adversely affect Tenant's rights or increase Tenant's obligations under this Lease.

(b) Tenant agrees to give to any trust deed or mortgage holder ("**Holder**"), by prepaid certified mail, return receipt requested, at the same time as it is given to Landlord, a copy of any notice of default given to Landlord, provided that prior to such notice Tenant has been notified, in writing, (by way of notice of assignment of rents and leases, or otherwise) of the address of such Holder. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the Holder shall have an additional 30 days after expiration of such period, or after receipt of such notice from Tenant (if such notice to the Holder is required by this **Section 15.12(b)**), whichever shall last occur, within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if within such 30 days, any Holder has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings, if necessary, to effect such cure), in which event this Lease shall not be terminated.

15.13. **WAIVERS.** No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

15.14. **RECORDING.** Tenant shall not record this Lease without Landlord's prior written consent, and such recordation shall, at the option of Landlord, constitute a non-curable default of Tenant hereunder.

15.15. **HOLDING OVER.** If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term hereof, without the written consent of Landlord, such occupancy shall be a tenancy at sufferance, for which Tenant shall pay a monthly base rental of 150% of the Monthly Rent in effect immediately prior to the expiration of the Term plus all other charges payable hereunder, and upon all the terms hereof applicable to such a tenancy at sufferance.

15.16. **CUMULATIVE REMEDIES.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

15.17. **COVENANTS AND CONDITIONS.** Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition.

15.18. **BINDING EFFECT; CHOICE OF LAW.** Subject to any provisions hereof restricting assignment or subletting, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Arizona.

15.19. **SUBORDINATION.**

(a) This Lease, shall be automatically subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation for security now or hereafter placed upon the Building and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. If any mortgagee, trustee, or ground Landlord shall elect to have this Lease prior to the lien of a mortgage, deed of trust or ground lease, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage, deed of trust or ground lease, whether this Lease is dated prior or subsequent to the date of said mortgage, deed of trust, or ground lease or the date of recording thereof.

(b) Tenant agrees to execute any documents required to effectuate such subordination or to make this Lease prior to the lien of any mortgage, deed of trust or ground lease, as the case may be (including, without limitation, a Subordination, Non-Disturbance and Attornment Agreement in the standard form used by Landlord's lender), and failing to do so within 10 days after written demand, does hereby make, constitute, and irrevocably appoint Landlord as Tenant's attorney in fact and in Tenant's name, place and stead, to do so. Upon Tenant's written request to Landlord, Landlord shall request that its lender issue to Tenant a non-disturbance agreement on such lender's standard form; provided, however, the failure of such lender to issue such a non-disturbance agreement shall in no way affect Tenant's obligations under this Lease, including this **Section 15.18.**

15.20. **ATTORNEYS' FEES.** If either party brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party shall be entitled to its reasonable attorneys' fees and costs in any such action, on trial or appeal, to be paid by as fixed by the court. If Tenant or Landlord shall be in breach or default under this Lease, such party (the "**Defaulting Party**") shall reimburse the other party (the "**Non-Defaulting Party**") upon demand for any costs or expenses that the Non-Defaulting Party incurs in connection with any breach or default of the Defaulting Party under this Lease, whether or not suit is commenced or judgment

entered. Such costs shall include reasonable attorneys' fees and costs incurred for the negotiation of the settlement, enforcement of rights or otherwise.

15.21. **LANDLORD'S ACCESS.** Landlord and Landlord's agents shall have the right to enter the Premises at reasonable times with reasonable advance notice between 8 a.m. and 5 p.m. for the purpose of inspecting the same, showing the same to prospective tenants, lenders, consultants and other professionals and making such alterations, repairs, improvements, or additions to the Premises or to the Building as Landlord may deem necessary or desirable. In connection with such entry and in connection with carrying out any of its responsibilities hereunder or its privileges as the owner of the Building, Landlord shall be entitled to erect such scaffolding and other necessary structures or equipment as reasonably may be required by the character of the work to be performed, provided that Landlord shall not unreasonably interfere with the conduct of Tenant's business. Except as specifically provided herein to the contrary, no entry by Landlord hereunder nor any work performed by Landlord to the Premises or the Building shall entitle Tenant to terminate this Lease or to a reduction or abatement of rent or other amounts owed by Tenant hereunder nor to any claim for damages. Landlord and Landlord's agent shall have the right to enter the Premises at any time in the case of an emergency.

15.22. **AUTHORITY.** If Tenant is a corporation, a limited liability company, partnership or other entity, each individual executing this Lease on behalf of said entity represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said entity, and that this Lease is binding upon said entity in accordance with its terms. If Tenant is a corporation or a limited liability company, Tenant shall within 30 days after execution of this Lease, deliver to Landlord a certified copy of a resolution of the Board of Directors or members of said entity authorizing or ratifying the execution of this Lease, otherwise the individual executing this Lease guarantees payment and full performance of this Lease.

16. SIGNS. Tenant shall not place any sign, decorations or other advertising material of any kind upon the Premises (including glass windows or doors), on the exterior of the SUMC or on any portion of the ATM Structure or the SUMC without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. All signage must conform to University of Arizona standards and policies. Tenant shall maintain any such approved signs in good condition and repair.

17. PARKING, DELIVERY AND ACCESS PERMITS. Tenant and its employees must comply with Parking and Transportation's parking permit process for any vehicles on campus at Tenant's expense. All vehicles on campus (including golf carts and other vehicles used to transport personnel and supplies) must have and display approved Parking and Transportation vendor parking permits. Tenant acknowledges that there is no guaranteed parking available on campus for its off-campus customers, but Tenant shall be provided sufficient access for loading and unloading. Tenant may apply for vendor parking permits from Parking and Transportation for their employees, subject to availability. No vehicles of any kind may be parked or stored at the Premises, and such vehicles may be cited and towed if in violation. Tenant shall arrange for delivery and receipt of supplies at the Premises as needed, and will instruct all delivery personnel to be mindful and cautious of pedestrian and bicycle traffic in the area. Tenant shall be responsible for any damages caused to University of Arizona facilities during the delivery and receipt of supplies, including without limitation damages to walls, flooring, elevators and equipment.

18. ATTORNMENT. In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust covering the Premises, the Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

19. NO ACCESS TO ROOF. Tenant shall have no right of access to the roof of the Building and shall not install, repair or replace any aerial, fan, air conditioner, satellite dish or other device on the roof of the Building without the prior written consent of Landlord. Any aerial, fan, air conditioner, satellite dish or other device installed without such written consent shall be subject to removal, at Tenant's expense, without notice, at any time. As a condition of giving such written consent, Landlord may require that Tenant execute an amendment to this

Lease, setting forth the terms applicable to any roof-mounted equipment, and obligating Tenant to pay additional rental for the right to install and maintain such roof-mounted equipment.

20. ACCEPTANCE. This Lease shall only become effective and binding upon full execution hereof by Landlord and delivery of a fully executed copy to Tenant.

21. INABILITY TO PERFORM. This Lease and the obligations of the Tenant hereunder shall not be affected or impaired because the Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, inability to procure materials or service, power failure, rebellion, war, acts of God, or any other cause beyond the reasonable control of the Landlord, financial inability accepted (individually and collectively "**Force Majeure**").

22. ALTERATIONS AND CONTROL OF SUMC.

22.1. **CONTROL OF SUMC BY LANDLORD.** The SUMC shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to establish, modify and enforce uniform rules and regulations with respect to the SUMC. Tenant agrees to abide by and conform with such non-discriminatory rules and regulations; to cause its concessionaires and suppliers, officers, agents, employees, independent contractors and subtenants to so abide and conform; and to use its best efforts to cause its customers, invitees and licensees to so abide and conform. Landlord will operate and maintain the SUMC in such manner as Landlord, in its sole discretion, shall determine from time to time. Without limiting the scope of such discretion, Landlord shall have the full right and authority to employ all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the SUMC.

22.2. **ALTERATIONS.** Landlord shall have the right to make changes in the SUMC or any part thereof, including, without limitation, changes in the location of entrances, exits, and designation of restricted areas, as Landlord deems necessary or advisable for the proper and efficient operation and maintenance of the Building. Notwithstanding the foregoing, Landlord shall not make changes in the Building or institute rules and regulations that materially and adversely affect access to, or visibility or use of, the Premises, except temporarily during periods of construction.

23. REVISIONS OF EXHIBIT "A". It is expressly agreed that the depiction of the Premises and the SUMC on Exhibit "A" does not constitute a representation, covenant, or warranty of any kind by Landlord, and Landlord reserves the right to change the size, location, type and number of buildings within the SUMC and the location, type, design and dimensions of the common areas.

24. OTHER TENANTS. Landlord reserves the absolute right to permit such other tenancies, uses and businesses in the SUMC as Landlord, in the exercise of its sole judgment, shall determine to best promote the interests of the SUMC and the University of Arizona. Except as set forth herein,, Tenant is not relying on the understanding, nor does Landlord represent, any specific Tenant or number of Tenants that shall during the Term occupy any space in the SUMC. Tenant hereby waives all defenses arising from, and Landlord shall not be liable for damages arising from, any act or neglect of any other Tenant or from Landlord's acts or omissions in enforcing any provision of its lease against another Tenant, whether or not Landlord has notice of the offending Tenant's disturbing or unlawful act or the opportunity to cure the disturbance by invoking its powers under such other lease.

25. NAME OF SUMC. Landlord shall have the right to change the name of the SUMC upon not less than 30 days prior written notice to Tenant. Tenant agrees that the name of the SUMC shall be the sole property of and belong to Landlord. From and after the termination or expiration of the Term for any reason whatsoever, Tenant shall cease using the name of the SUMC for any purpose.

26. MARKETING AND PROMOTIONS. Tenant may not market or promote their ATM services at any other Student Unions or University location without written approval or agreement from the University. Tenant must obtain Landlord's prior written approval before marketing or promoting its ATM on campus.

27. UA BRANDING AND MARKS. Tenant may not use any University logo, trademark, brand or identity in any of its marketing materials, websites, signage, or for any other use without the written approval of the University. Tenant shall not advertise any representation on behalf of the University of Arizona, its Board of Regents, the Arizona Student Unions, or any agency thereof.

28. STORAGE. Landlord will not provide storage space for any Tenant equipment, product or supplies.

29. TENANT'S STAFF. Tenant's service employees must wear identifying uniforms and a nametag at all times. Personnel relations of Tenant's employees shall be Tenant's responsibility. Tenant will comply with all applicable government regulations related to the employment, compensation, and payment of personnel. All Tenant employees who handle cash at the institution will be bonded. This may be reviewed at any time during the year by Landlord, and Landlord reserves the right to request that any employee be removed from the Premises at any time.

30. LANDLORD ACCESS/KEYS. Tenant must purchase CatCards (\$25) for any employee who will need access to any University facility or to Tenant's Premises. The CatCard is used for keyless access and is necessary to check out keys (if needed) from the University's Facility Management for University Buildings. Landlord shall provide keyless access to Tenant as required by Landlord for their Premise. Additional keys will be provided at Tenant's expense and only through the University's key shop. Tenant must notify Landlord within 24 hours of the discovery of lost or stolen keys. Tenant understands that the unauthorized duplication or use of a card/key to a public building is a punishable offense under the Arizona Revised Statutes, Section 13-3715, and that Tenant will be assessed a re-keying charge for lost or stolen card/keys.

31. HOURS. The SUMC is open seven days per week during the school year. Current regularly scheduled SUMC hours are 6:30AM to 10:00PM Monday through Friday and 8:00AM to 10:00PM Saturday and Sunday. The SUMC typically closes during scheduled University of Arizona holidays and closures, but occasionally will remain open on such holidays and closures, or occasionally will be closed outside of scheduled University of Arizona holidays. SUMC closures are in the sole discretion of the SUMC's director.

32. CONSENTS AND APPROVALS. Except as specifically otherwise stated herein, all consents or approvals requested of Landlord hereunder may be granted or denied by Landlord in its sole and absolute discretion.

33. QUIET POSSESSION. Subject to payment by Tenant of the rent and performance of all of the covenants, conditions, and provisions on Tenant's part to be observed and performed under this Lease, Landlord shall not disturb Tenant's quiet possession and quiet enjoyment of the Premises during the Term.

34. SECURITY MEASURES. Tenant hereby acknowledges that the rent payable to Landlord hereunder does not include the cost of guard service or other security measures, and that Landlord shall have no obligation whatsoever to provide same, but may elect to do so. After-hours access to the Premises is controlled by card key access. Tenant assumes all responsibility for the protection of the Premises, Tenant, its agents and invitees, and their property from the acts of third parties.

35. NON-DISCRIMINATION: The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.

36. CONFLICT OF INTEREST: This Lease is subject to cancellation pursuant to the provisions of A.R.S § 38-511 regarding Conflict of Interest.

37. INSPECTION AND AUDIT: Tenant agrees to keep all books, accounts, reports, files and other records relating to this Lease for five years after completion of the Lease. In addition, Tenant agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.

38. ARBITRATION: The parties agree that should a dispute arise between them concerning this Agreement and no party seeks affirmative relief other than money damages in the amount of Fifty Thousand Dollars (\$50,000) or less, exclusive of interest, costs and attorneys' fees, the parties shall submit the matter to arbitration pursuant to the Revised Uniform Arbitration Act, A.R.S §12-3001 et seq. (the "Act"), whose rules shall govern the interpretation, enforcement, and proceedings pursuant to this section. Except as otherwise provided in the Act, the decision of the arbitrator(s) shall be final and binding upon the parties.

39. NON-APPROPRIATION: The parties recognize that the performance by the Arizona Board of Regents for and on behalf of the University of Arizona may be dependent upon the appropriation of funds by the State Legislature of Arizona or the availability of funding from other sources. Should the Legislature fail to appropriate the necessary funds, if the University's appropriation is reduced during the fiscal year, or funding becomes otherwise not legally available, the Arizona Board of Regents may reduce the scope of this Agreement if appropriate or cancel the Agreement without further duty or obligation. The Board agrees to notify the other party(ies) as soon as reasonably possible after the unavailability of said funds comes to the Board's attention.

40. LAW TO GOVERN. This contract is made under and shall be interpreted according to Arizona Law.

41. TERMINATION. Landlord may terminate this Lease as specified in the RFP, Section 4.41.

42. OFFER. Preparation of this Lease by either party or their agent and submission of same to the other party shall not be deemed an offer to lease to the other party. This Lease is not intended to be binding until executed and delivered by all parties hereto.

43. RECITALS. The recitals set forth at the beginning of this Lease are incorporated herein by this reference.

44. EXHIBITS. The following Exhibits, which are attached to this Lease, are incorporated herein by this reference:

Exhibit "A"	Site Plan of SUMC
Exhibit "B"	Contractors Hold Harmless Agreement

The parties hereto have executed this Lease on the dates specified immediately adjacent to their respective signatures.

This Lease has been prepared for submission to your attorney for approval. No representation or recommendation is made by the Landlord or its agents or employees as to the legal effect or tax consequences of this Lease or the transaction relating thereto.

LANDLORD:

Arizona Board of Regents, a body corporate, for the benefit of the University of Arizona

TENANT:

[Financial Institution]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT "A"

[INSERT SITE PLAN OF SUMC; IDENTIFY PREMISE LOCATION]

EXHIBIT "B"

CONTRACTORS HOLD HARMLESS AGREEMENT

The undersigned, _____ (the "Contractor"), hereby agrees to protect, defend, indemnify and hold harmless the State of Arizona, Arizona Board of Regents, and University of Arizona (collectively, the "Owner"), their respective successors in interest and assigns (collectively, the "Indemnitees"), the Indemnitees' members, managers, partners and affiliates, and each of their respective officers, agents, servants, employees and independent contractors from and against any and all loss, cost, expense, liability, damage, claim and demand incurred in connection with, or arising from, any cause relating to the performance of ANY WORK DONE on the University of Arizona campus by the Contractor, or its agents, servants, or employees (collectively, the "Contractor's Agents"), including, without limiting the generality of the foregoing, any default in the observance or performance of any of the terms, covenants or conditions of the Contract (as hereinafter defined), any injury to persons, including death, or damage to property in connection with the performance of the Contract, or any acts, omissions or negligence of Contractor or Contractor's Agents or any person claiming by, through or under Contractor or Contractor's Agents. Contractor hereby agrees that Contractor shall, at Contractor's sole cost and expense, defend any and all actions brought against Indemnitees based upon any of the foregoing with attorneys reasonably acceptable to Owner and shall pay any and all costs and expenses incurred in such actions, including, without limitation, court costs and professional fees such as appraisers', accountants', and attorneys' fees, and promptly discharge any judgments arising therefrom. This covenant by Contractor shall survive the expiration or sooner termination of the Contract and the lease in connection with which Contractor performed the Contract. Indemnitees, their members, managers, partners and affiliates and each of their respective officers, agents, servants, employees and independent contractors shall not be liable for any damage either to person, including death, or property, which is sustained by Contractor or Contractor's Agents or by any other person or entity claiming through Contractor or Contractor's Agents in connection with Contractor's or Contractor's Agents' performance of the Contract or any subcontracted operations. Contractor hereby agrees to insert the provisions of the preceding sentence in any subcontract relating to the Owner's property.

Contractor hereby further agrees that Contractor will perform the work and services in connection with the Contract as an independent contractor and not as an employee or agent of Indemnitees.

As used herein, the term "Contract" shall include any agreement, whether oral or written, relating to any work performed and/or required to be performed by Contractor or Contractor's Agents with respect to the leased premises within the University of Arizona Health Sciences Educational Building.

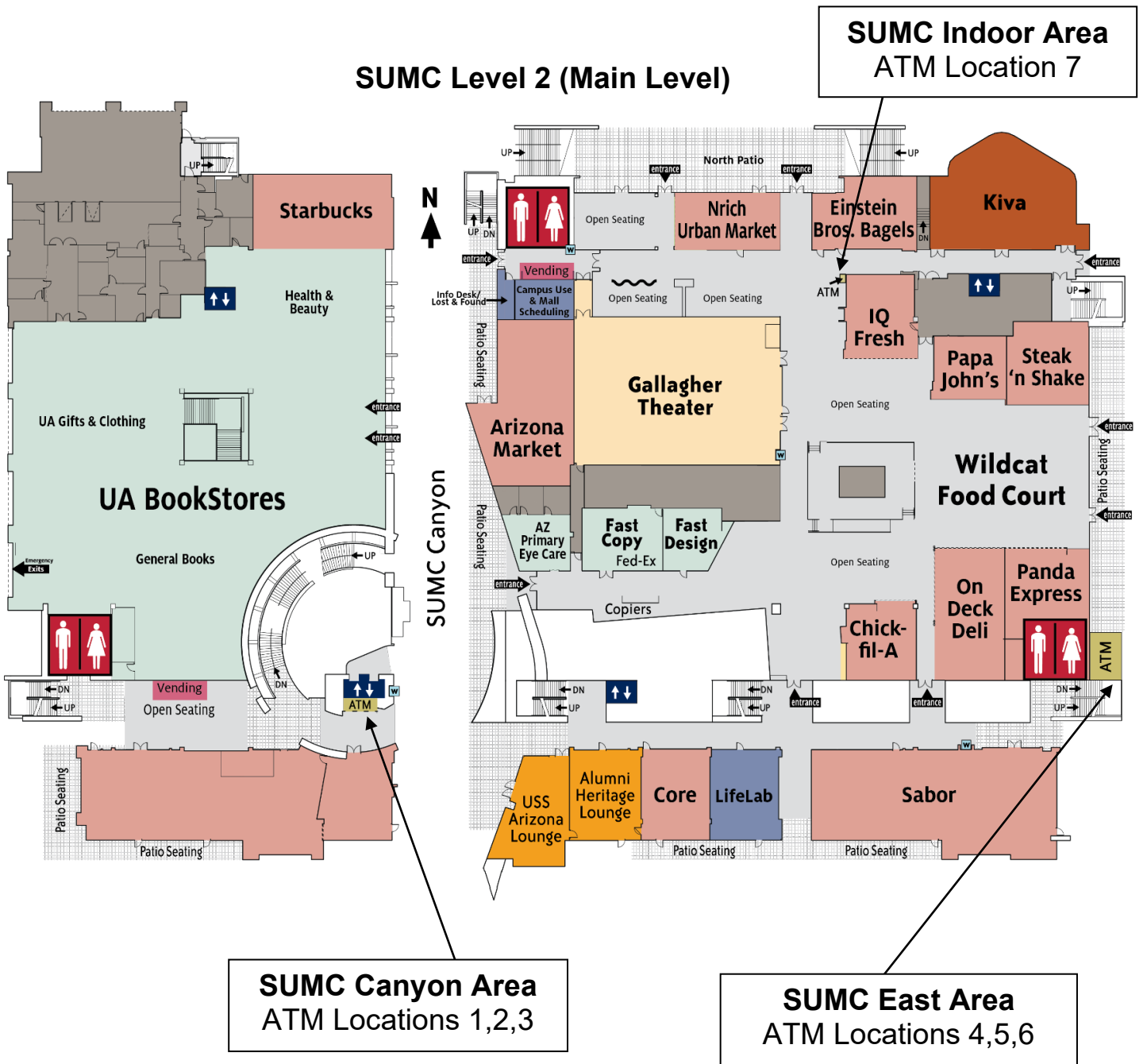
IN WITNESS WHEREOF, the undersigned has executed this Contractors Hold Harmless Agreement on the _____ day of _____, 20____.

Contractor:

By: _____

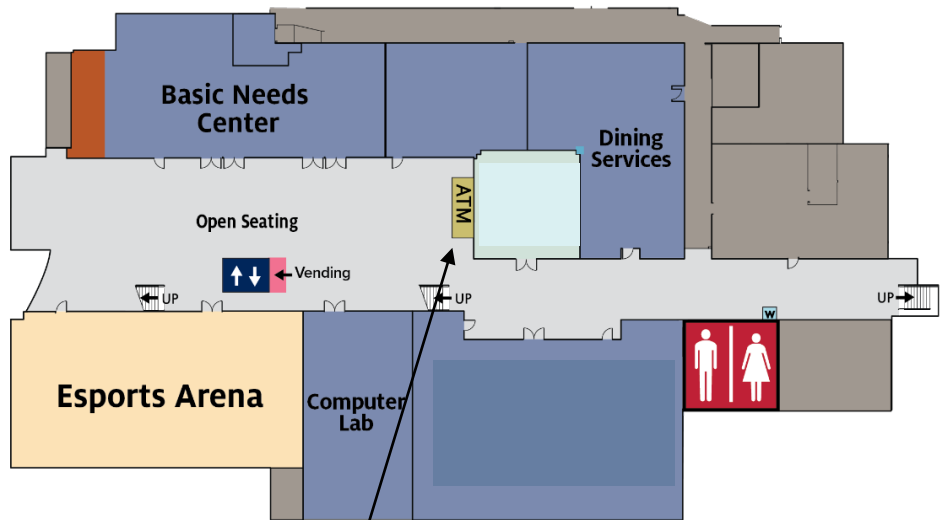
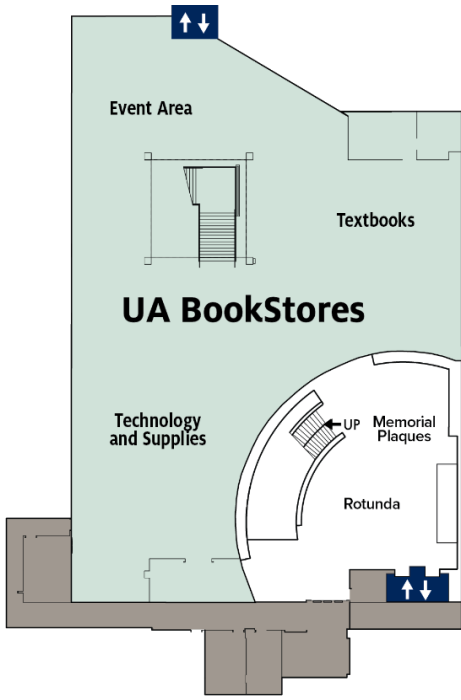
Its: _____

Attachment A: Map with ATM Locations



Attachment A: Map with ATM Locations

SUMC Level 1 (Lower Level)



SUMC Lower Area
ATM Locations 8,9

Attachment A: Schedule of Payments

Name of Financial Institution: _____

The following amounts are annual bids for ATM services to the University of Arizona:

SUMC Canyon Area

Number of ATMs (maximum of 2): _____

ATM Location(s) Preference (ATM's 1-3): _____ (i.e. 2, 3)

Fiscal Year (July 1 - June 30)	Guaranteed Annual Rent Payment	Annual Sponsorship Payment
2023-2024		
2024-2025		
2025-2026		
2026-2027		
2027-2028		

SUMC East Area

Number of ATMs (maximum of 2): _____

ATM Location(s) Preference (ATM's 4-6): _____ (i.e. 4, 5)

Fiscal Year (July 1 - June 30)	Guaranteed Annual Rent Payment	Annual Sponsorship Payment
2023-2024		
2024-2025		
2025-2026		
2026-2027		
2027-2028		

SUMC Indoor Area

ATM Location 7

Please initial that you would like to bid on this location: _____

Fiscal Year (July 1 - June 30)	Guaranteed Annual Rent Payment	Annual Sponsorship Payment
2023-2024		
2024-2025		
2025-2026		
2026-2027		
2027-2028		

Attachment A: Schedule of Payments (continued)

SUMC Lower Area

Number of ATMs (maximum of 2): _____

ATM Location(s) Preference (ATM's 8-9): _____ (i.e. 9)

Fiscal Year (July 1 - June 30)	Guaranteed Annual Rent Payment	Annual Sponsorship Payment
2023-2024		
2024-2025		
2025-2026		
2026-2027		
2027-2028		

Signature: _____

Name: _____
(please print)

Title: _____
(please print)

Dated this _____ day of _____, 2023