



Arizona State University
INDEPENDENT CONTRACTOR AGREEMENT FOR
CONSULTING, SERVICES, AND DELIVERABLES

THIS CONTRACT is made between the Arizona Board of Regents, a body corporate, for and on behalf of Arizona State University (ASU) and One Source Commercial Solutions, LLC. (Vendor), effective as of November 20th, 2017 (the Effective Date).

ASU issued a Request for Proposal 231801 for Single Shop Trade. Vendor responded with its proposal. ASU and Vendor desire to enter into this Contract for the purpose of Vendor providing ASU with access to qualified trade specific contractor(s) to perform tasks relating to their field of expertise.

In consideration of the mutual obligations specified in this Contract, the parties agree as follows:

- 1. Engagement; Services and Deliverables.** ASU retains Vendor, as of the Effective Date, and Vendor accepts such engagement, to perform the services as and when described on Exhibit A (the Services). As part of the Services, Vendor will deliver to ASU all reports, code, documents, software, and other items and materials as and when described on Exhibit A (the Deliverables).
- 2. Compensation.** ASU will pay Vendor for the Services (which by definition include the Deliverables) as and when set forth on Exhibit B. Unless described with specificity on Exhibit B, Vendor will be solely responsible for all expenses it incurs in connection with Vendor's obligations under this Contract. ASU will make all payments to Vendor in Vendor's legal name as set forth in the opening paragraph. Unless described with specificity on Exhibit B, ASU must receive all Deliverables prior to payment. Payment terms are Net 30 days upon ASU's receipt of Vendor's invoice.
- 3. Price Adjustment.** Price changes will normally only be considered at the end of one contract period and the beginning of another. Price change requests shall be supported by evidence of increased costs to Vendor. ASU will not approve price increases that will merely increase the gross profitability of the Vendor at the expense of ASU. Price change requests shall be a factor in the Contract extension review process. ASU shall determine whether the requested price increase or an alternate option is in the best interest of ASU.
- 4. Sales and Use Tax.** Vendor agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable state sales excise tax law and compensation use tax law and all amendments to same. ASU is not exempt from state sales excise tax and compensation use tax, except for equipment purchased for research or development under the provisions of A.R.S. §42-5159 (B) (14). Any equipment ordered as tax exempt shall be invoiced separately from taxable systems, even if purchased on the same purchase order from ASU.
- 5. Term and Termination.** The obligations of the parties will commence on the Effective Date and, unless sooner terminated, expire twelve (12) months after the Effective Date (the Term). The total Term will not exceed 5 years. ASU may terminate this Contract with or without cause upon 10 days' prior written notice to Vendor. Upon termination, ASU will have no further obligations to Vendor other than payment for Services rendered and Deliverables

delivered, in each case as of the effective date of termination. All provisions of this Contract that anticipate performance after termination, and all provisions necessary to interpret and enforce them, will survive termination of this Contract.

- 6. Independent Contractor.** Vendor is an independent contractor. Neither Vendor nor any of Vendor's owners, officers, directors, managers, members, employees, agents, contractors, or subcontractors (collectively, with Vendor, the Vendor Parties), will be employees, agents, partners, or joint venturers of ASU. None of the Vendor Parties will be eligible for any benefits from ASU, including worker's compensation coverage, nor will ASU make deductions from any amounts payable to Vendor for taxes. Taxes for any amounts paid to Vendor will be Vendor's sole responsibility.
- 7. Hours; Business Operations.** Vendor will determine Vendor's hours of work. ASU will not combine the business operations of ASU with Vendor; these operations will be maintained separately. Vendor will provide all tools, equipment, and supplies Vendor determines to be necessary to perform the Services, and Vendor will obtain and maintain in full force and effect all business registrations or licenses required to perform the Services.
- 8. Supervision.** Vendor is using its own knowledge, skill, and technical know-how in the performance of the Services and is not being supervised by ASU. The conduct and control of Services under this Contract lies solely with Vendor, and ASU is interested only in final results.
- 9. Records and Reports.** Vendor will provide interim written reports concerning the performance of the Services as and when ASU may request. Upon termination of the Term, Vendor will, if requested by ASU, provide a final written report regarding the Services.
- 10. Nondisclosure and Trade Secrets.** Vendor may receive (or has received) from ASU, and may otherwise be exposed to confidential and proprietary information relating to ASU's business practices, strategies, and technologies, as well as confidential information of ASU necessary to perform the Services (collectively, ASU Confidential Information). ASU Confidential Information may include, but is not be limited to, confidential and proprietary information supplied to Vendor with the legend "ASU Confidential and Proprietary," or other designations of confidentiality. As between Vendor and ASU, ASU Confidential Information is the sole, exclusive, and valuable property of ASU. Vendor will not reproduce or otherwise use any ASU Confidential Information except in the performance of the Services, and will not disclose any ASU Confidential Information to any third party, either during or after the Term, except with ASU's prior written consent. Upon termination of this Contract, Vendor will cease using, and will return to ASU, all originals and all copies of ASU Confidential Information, in all forms and media, in Vendor's possession or under Vendor's control. In addition, Vendor will not disclose or otherwise make available to ASU any confidential information of Vendor or received by Vendor from any third party.

Vendor will have no obligation to maintain as confidential any ASU Confidential Information that Vendor can show: (i) was already lawfully in the possession of or known by Vendor before receipt from ASU; (ii) is or becomes generally known in the industry through no violation of this Contract or any other agreement; (iii) is lawfully received by Vendor from a third party without restriction on disclosure or use; (iv) is required to be disclosed by court order following notice to ASU sufficient to allow ASU to contest such order; or (v) is approved in writing by ASU for release or other use by Vendor

- 11. Intellectual Property Ownership.** Neither Entity nor any Entity Parties will make, conceive, discover, develop or create, either solely or jointly with any other person or persons including ASU, any Intellectual Property for or at the request of ASU in connection with this Contract (Contract IP). However, to the extent any Contract IP is created, it will be owned by ASU and Entity hereby irrevocably assigns, and will cause all Entity Parties to so assign, without further consideration, to ASU all right, title and interest to all Contract IP. Intellectual Property means any and all ASU Data, inventions, designs, original works of authorship, formulas, processes, compositions, programs, databases, data, technologies, discoveries, ideas, writings, improvements, procedures, techniques, know-how, and all patent, trademark, service mark, trade secret, copyright and other intellectual property rights (and goodwill) relating to the foregoing. Entity will make full and prompt disclosure of the Contract IP to ASU.
- 12. Warranties.** Vendor represents and warrants that: (i) all of the Services will be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training, and experience for the type of services they are assigned to perform; and (ii) Vendor will comply, and will be responsible for ensuring Vendor Parties comply, with all applicable federal, state and local laws in the performance of this Contract.
- 13. Indemnification.** Vendor will indemnify, defend, and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities, and its and their officials, agents and employees (collectively, Indemnitee) for, 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) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused, or alleged to be caused, by (i) the negligence, acts or omissions of Vendor, or any of the other Vendor Parties; (ii) a breach of this Contract; or (iii) failure to comply with any applicable law. Vendor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.
- 14. Responsibility.** Each party will be responsible for the negligence, acts and omissions of its employees and contractors when acting under such party's direction and supervision. Notwithstanding the terms of this Contract or any other document or agreement: (i) other than for employees and contractors acting under ASU's direction and supervision, ASU is not responsible for any actions of any third parties, including its students; and (ii) no person may bind ASU unless they are an authorized signatory of ASU, as set forth in PUR-202, which is at www.asu.edu/counsel/manual/signatureauthority.html.
- 15. No Debarment.** None of the Vendor Parties, either directly or indirectly or through subcontractors, have been suspended, excluded from participation in or penalized by any Federal or State procurement, non-procurement, or reimbursement program. Vendor affirms that it has confirmed the above statement by checking The System for Award Management (SAM) www.uscontractorregistration.com within 180 days prior to commencing Services. Vendor will provide immediate written notice to ASU upon the subsequent exclusion of any of the Vendor Parties, or upon learning of any investigation or proposed action that could result in such exclusion.
- 16. Notices.** All notices and communications required or permitted under this Contract will be in writing and will be given by personal delivery against receipt (including private courier service such as Federal Express), or certified United States Mail, return receipt requested. All notices

and communications will be sent to the addresses set forth below or to such other address as the parties may specify in the same manner:

To ASU:

ASU Purchasing and Business Services
PO Box 875212
Tempe, AZ 85287-5212
Attn: Deputy Chief Procurement Officer

To Vendor:

One Source Commercial Solutions, LLC.
7150 W Roosevelt #B-141
Phoenix, AZ 85043
Attn: Hyman Schaffner

Notices, if delivered, and if provided in the manner set forth above, will be deemed to have been given and received on the date of actual receipt or upon the date receipt was refused. Any notice to be given by any party may be given by legal counsel for such party.

- 17. Nondiscrimination.** The parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. If applicable, the parties will 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.
- 18. Conflict of Interest.** If within 3 years after the execution of this Contract, Vendor hires as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating this Contract, then ASU may cancel this Contract as provided in Arizona Revised Statutes (ARS) § 38-511. Notice is also given of ARS §§ 41-2517 and 41-753.
- 19. Arbitration in Superior Court.** As required by ARS § 12-1518, the parties agree to make use of arbitration in disputes that are subject to mandatory arbitration pursuant to ARS § 12-133.
- 20. Dispute Resolution.** If a dispute arises under this Contract, the parties will exhaust all applicable administrative remedies provided for under Arizona Board of Regents Policy 3-809.
- 21. Records.** To the extent required by ARS § 35-214, Vendor will retain all records relating to this Contract. Vendor will make those records available at all reasonable times for inspection and audit by ASU or the Auditor General of the State of Arizona during the term of this Contract and for a period of five years after the completion of this Contract. The records will

be provided at Arizona State University, Tempe, Arizona, or another location designated by ASU on reasonable notice to Vendor. Records may be delivered electronically.

- 22. Failure of Legislature to Appropriate.** In accordance with ARS § 35-154, if ASU's performance under this Contract depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to Vendor and cancel this Contract without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.
- 23. Weapons, Explosive Devices, and Fireworks.** ASU prohibits the use, possession, display or storage of any weapon, explosive device or fireworks on all land and buildings owned, leased, or under the control of ASU or its affiliated or related entities, in all ASU residential facilities (whether managed by ASU or another entity), in all ASU vehicles, and at all ASU or ASU affiliate sponsored events and activities, except as provided in ARS § 12-781, or unless written permission is given by the Chief of the ASU Police Department or a designated representative. Notification by Vendor to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees or licensees of Vendor (Vendor Notification Parties) of this policy is a condition and requirement of this Contract. Vendor further agrees to enforce this Contract requirement against all Vendor Notification Parties. ASU's policy may be accessed at: www.asu.edu/aad/manuals/pdp/pdp201-05.html.
- 24. Advertising, Publicity, Names and Marks.** Vendor will not do any of the following, without, in each case, ASU's prior written consent: (i) use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of ASU (ASU Marks), for any reason including online, advertising, or promotional purposes; (ii) issue a press release or public statement regarding this Contract; or (iii) represent or imply any ASU endorsement or support of any product or service in any public or private communication. Any permitted use of any ASU Marks must comply with ASU's requirements, including using the ® indication of a registered trademark where applicable.
- 25. Background Checks.** To ensure the safety and security of ASU, Vendor will, at Vendor's expense, conduct reference checks, background checks, and fingerprinting (Screenings) on all persons employed or contracted by Vendor to perform work under this Contract. The necessity, frequency, type, and adequacy of the Screenings will be determined by the type of work each person will be performing under this Contract. Vendor will conduct Screenings on each person, as would be required if ASU were hiring the person, within 90 days prior to that person commencing work under this Contract. The minimum Screening requirements are set forth in ASU ACD 126 at <http://www.asu.edu/aad/manuals/acd/acd126.html> and ARS § 15-1649. During the term of this Contract, Vendor will exclude from any direct participation in Vendor's performance under this Contract, any dishonest, unethical, unreasonably dangerous, or otherwise unqualified person. Vendor will maintain as part of the records Vendor is required to maintain hereunder, all Screening information and all documentation relating to work performance for each employee or contractor who performs work hereunder. Vendor will abide by all applicable laws, rules and regulations including the Fair Credit Reporting act and/or any equal opportunity laws, rules, regulations or ordinances.
- 26. Insurance Requirements.** Without limiting any liabilities or any other obligation of Vendor, Vendor will purchase and maintain (and cause its subcontractors to purchase and maintain), until all of their obligations have been discharged, including any warranty periods under this

Contract, or are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the performance of the work hereunder by Vendor, its agents, representatives, employees or subcontractors as described on Exhibit C.

- 27. Student Educational Records.** Student educational records are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA).
- 28. Title IX Obligation.** Title IX protects individuals from discrimination based on sex, including sexual harassment. ASU fosters a learning and working environment that is built on respect and free of sexual harassment. ASU's Title IX Guidance is available at www.asu.edu/titleIX/Vendors-and-an-Environment-of-Respect.pdf. Vendor will: (i) comply with ASU's Title IX Guidance; (ii) provide ASU's Title IX Guidance to any Vendor Parties who may reasonably be expected to interact with ASU students and employees, in person or online; and (iii) ensure that all Vendor Parties comply with ASU's Title IX Guidance.
- 29. Authorized Presence Requirements.** As required by ARS § 41-4401, ASU is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with ARS § 23-214(A) (verification of employee eligibility through the e-verify program). Vendor warrants that it and its subcontractors comply fully with all applicable federal immigration laws and regulations that relate to their employees and their compliance with ARS § 23-214(A). A breach of this warranty will be a material breach of this Contract that is subject to penalties up to and including termination of this Contract. ASU retains the legal right to inspect the papers of any Contractor or subcontractor employee who works hereunder to ensure that the contractor or subcontractor is complying with the above warranty.
- 30. Tobacco-Free University.** ASU is tobacco free. For details, visit www.asu.edu/tobaccofree.
- 31. Campus Deliveries and Mall Access.** Vendor must familiarize itself with ASU parking, campus delivery options and loading zones. Not all campus buildings are directly accessible and some require Vendor to unload at lots or loading areas that may not be directly adjacent to the delivery or work location. As a result Vendor must then transport goods by using electric style golf carts, dolly or other manual device across pedestrian malls. Many campuses include features and pedestrian malls that may have limited access for vendor vehicles and carts. Walk-Only Zones prohibit access to all wheeled traffic during enforcement time and deliveries or work requiring vehicular or cart access may need to be arranged outside of the restricted hours. Vendor must obtain required parking permits, and must comply with loading zones, mall access, and pedestrian mall restrictions. Information is available at <http://parking.asu.edu> and <http://walk.asu.edu/>.
- 32. Parking.** Vendor shall obtain all parking permits and/or decals required while performing work on University premises. Vendor should contact Parking and Transit, <http://cfo.asu.edu/pts>.
- 33. Outside Services; Notification.** Vendor is free to perform work for entities other than ASU as long as such services do not violate Vendor's obligations under this Contract. Vendor authorizes ASU to notify any employers or clients of Vendor of Vendor's obligations hereunder.
- 34. Construction.** Each party acknowledges that it has had the opportunity to participate in the drafting of, and to have its legal counsel review, this Contract. Vendor is not relying on the advice or counsel of any individuals employed by ASU in entering into this Contract. Any rule

of construction to the effect that any ambiguities are to be resolved against the drafting party will not be applied in interpreting this Contract.

- 35. No Boycott of Israel.** As required by ARS §§ 35-393 to 35-393.01, Vendor certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the term of this Contract
- 36. Governing Law and Venue.** This Contract will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. ASU's obligations hereunder are subject to the regulations/policies of the Arizona Board of Regents. Any proceeding arising out of or relating to this Contract will be conducted in Maricopa County, Arizona. Each party waives any objection it may now or hereafter have to venue or to convenience of forum.
- 37. Interpretation-Parol Evidence.** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this Contract, the definition contained in the Code is to control.
- 38. No Waiver.** No waiver by University of any breach of the provisions of this Contract by Vendor shall in any way be construed to be a waiver of any future breach or bar ASU's right to insist on strict performance of the provisions of this Contract.
- 39. 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, Vendor hereby assigns to the Arizona Board of Regents for and on behalf of ASU any and all claims for such overcharges.
- 40. Labor Disputes.** Vendor shall give prompt notice to ASU of any actual or potential labor dispute which delays or may delay performance under this Contract.
- 41. Equal Opportunity Clause.** The Provisions of Section 202 of Executive Order 11246.41, C.F.R. § 60-1.4.41, C.F.R. § 60-250.4 and 41, and C.F.R. § 60-741.4 are incorporated herein by reference and shall be applicable to this Contract unless this Contract is exempted under the rules, regulations or orders of the Secretary of Labor.
- 42. Gratuities.** ASU may, by written notice to Licensor, cancel this Contract or any Order Form if it is found by ASU that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Licensor, or any agent or representative of Licensor, to any officer or employee of the State of Arizona with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract. In the event this Contract is canceled by ASU pursuant to this provision, ASU shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Licensor in providing such gratuities.
- 43. Insolvency.** ASU shall have the right to terminate this Contract at any time in the event Vendor files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed

against Vendor and not discharged within thirty (30) days; or if 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 Vendor or its business.

44. Assignment. Neither party may transfer or assign this Contract or any of its rights or obligations hereunder, either directly nor indirectly, or by operation of law, without the other party's prior written consent. Any attempt to the contrary will be void.

The parties have signed this Contract as of the Effective Date.

Arizona Board of Regents for and
on behalf of Arizona State University

By: *Lorie Sheppard*
DocuSigned by:
9B6C669B1C6A4A2...

Name: Lorie Sheppard

Title: Associate Director

Date Signed: December 18, 2017

One Source Commercial Solutions, LLC.

By: *Hyman Schaffner*
DocuSigned by:
5A24DB32207845D...

Name: Hyman Schaffner

Title: President

Date Signed: December 18, 2017

EXHIBIT A – SERVICES AND DELIVERABLES

Vendor will provide concrete, thermal & moisture protection, and finishes services as required by ASU.

EXHIBIT B – CONSIDERATION

In consideration for concrete, thermal & moisture protection, and finishes services under this Agreement, ASU agrees to pay Vendor as follows:

Please note: The following pricing includes our general conditions; however, does not include any specialty equipment such as booms or scissor lifts that may be required. Due to the uniqueness of each job we would price accordingly with these prices as a base to work from.

I. Division 3 -Concrete

- Vertical & Horizontal Concrete Repairs -\$9.52sf up to 3" thick 12' off the ground anything higher priced accordingly
- Crack Chasing -\$9.03lf
- Structural Column Repairs -\$12.32sf up to 10'
- Slab Jacking -\$217 /hole including patch

II. Division 07~Thermal & Moisture Protection

- Surface membrane and Urethane/Curtain Injection - \$6.30sf -\$11.90sf

079000 -Sealants

- Horizontal "typical" -\$5.95 lf
- Vertical sealants \$9.31 lf -\$12.25 lf

III. Division 09 -Finishes

- 09 22 16 -Non-Structural Metal Framing
25 gage -3 5/8" studs non-insulated -\$3.99/sf
- 09 29 00 -Gypsum Board
5 / 8" rock hung & finished -\$2 .17 sf
- 09 91 00 -Paint
2 coats interior over existing -.55sf
1 coat primer with 2 coat interior finish -.63sf
Includes typical standard industry repairs & prep included
- 09 96 23 -Graffiti-Resistant Coatings
\$9 .10 sf for sacrificial
\$11.55 sf for non-sacrificial
- 09 97 00 -Special Coatings
Standard 2 coat of epoxy with typical existing conditions and without moisture testing -\$3. 99sf

EXHIBIT C – INSURANCE REQUIREMENTS

Without limiting any liabilities or any other obligations of Vendor, Vendor will purchase and maintain (and cause its subcontractors to purchase and maintain), until all of their obligations have been discharged, including any warranty periods under this Contract, or are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the performance of the Services.

These insurance requirements are minimum requirements for this Contract and do not limit any indemnity covenants contained in this Contract. ASU does not warrant that these minimum limits are sufficient to protect Vendor from liabilities that might arise out of the performance of the Services by Vendor or the Vendor Parties, and Vendor is free to purchase additional insurance.

A. Minimum Scope and Limits of Liability: Vendor will provide coverage with limits of liability not less than those stated below:

1. Commercial General Liability – Occurrence Form. Policy will 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 \$ 50,000
- Each Occurrence \$1,000,000

- a. Policy will be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Vendor.”
- b. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Vendor.

2. Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

- a. Policy will be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Vendor, involving vehicles owned, leased, hired, or borrowed by Vendor.”
- b. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Vendor.

c. Policy will contain a severability of interest provision.

3. Worker's Compensation and Employers' Liability – statutory limits, as amended from time to time and in each case no less than the amounts specified below:

Workers Compensation

Employers Liability

- | | |
|---------------------------|-------------|
| • Each Accident | \$1,000,000 |
| • Disease – Each Employee | \$1,000,000 |
| • Disease – Policy Limit | \$1,000,000 |

- a. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Vendor.
- b. This requirement will not apply to: Separately, EACH contractor or subcontractor exempt under ARS 23-901, AND when such contractor or subcontractor signs the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability).

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. If the professional liability insurance required by this Contract is written on a claims-made basis, Vendor warrants that any retroactive date under the policy will precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning at the time work under this Contract is completed.
- b. Policy will cover professional misconduct or lack of ordinary skill for those positions defined in the scope of work of this Contract.

B. Additional Insurance Requirements: All policies will include, or be endorsed to include, the following provisions (blanket endorsements are not acceptable):

1. The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, wherever additional insured status is required such additional insured will be covered to the full limits of liability purchased by Vendor, even if those limits of liability are in excess of those required by this Contract.
2. Vendor's insurance coverage will be primary insurance with respect to all other available sources.
3. Coverage provided by Vendor will not be limited to the liability assumed under the indemnification provisions of this Contract.

C. Notice of Cancellation: With the exception of 10 day prior written notice of cancellation for non-payment of premium, any changes material to compliance with this Contract in the insurance policies above will require 30 days prior written notice sent directly to Director of Risk Management, ASU, PO Box 876512, Tempe, AZ, 85287-6512 and shall be sent by United States certified mail, return receipt requested.

D. 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 (A minus seven). The State of Arizona in no way warrants that the above required minimum insurer rating is sufficient to protect Vendor from potential insurer insolvency.

E. Verification of Coverage: Vendor will furnish ASU with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. 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 ASU before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of Contract.

All certificates required by this Contract must be sent directly to Director of Risk Management, Arizona State University, P.O. Box 876512, Tempe, AZ 85287-6512. ASU’s project or purchase order number and project description will be noted on each certificate of insurance. Arizona and/or ASU reserve the right to require complete certified copies of all insurance policies required by this Contract at any time.

F. Subcontractors: Vendor’s certificate(s) will include all subcontractors as insureds under its policies or Vendor will furnish to ASU separate certificates and endorsements for each subcontractor. All coverages for subcontractors will be subject to the minimum requirements identified above.

G. Approval: These insurance requirements are the standard insurance requirements of ASU. Any modification or variation from these insurance requirements will require the approval of the Arizona Department of Administration, Risk Management Section.