WESTERN STATE COLORADO UNIVERSITY
INSURANCE REQUIREMENTS

1. INSURANCE

Vendor shall obtain and maintain insurance as specified in this section at all times during the term of this PO. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Western State Colorado University.

A. Public Entities & Non-Public Entities

i. Public Entities

If vendor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then vendor shall maintain at all times during the term of this PO such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Vendor shall show proof of such insurance satisfactory to the Western State Colorado University, if requested by Western State Colorado University.

ii. Non-Public Entities

If vendor is not a "public entity" within the meaning of the GIA, vendor shall obtain and maintain during the term of this PO insurance coverage and policies meeting the same requirements set forth in **§1(B)**.

B. Vendor

Vendor shall maintain the following insurance during the term of this PO:

i. Worker's Compensation

Worker's Compensation Insurance as required by State statute with limits of at least $100,000 each accident, $100,000 each employee, and $500,000 policy limit, and Employer's Liability Insurance covering all of vendor's employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: **(a)** $1,000,000 each occurrence; **(b)** $2,000,000 general aggregate; **(c)** $2,000,000 products and completed operations aggregate; and **(d)** $50,000 any one fire.

If any aggregate limit is reduced below $2,000,000 because of claims made or paid, vendor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Western State Colorado University, upon the Western State Colorado University's request, a certificate or other document satisfactory to State showing compliance with this provision.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

iv. Additional Insured

The State of Colorado and Western State Colorado University shall be named as additional insured on all Commercial General Liability and Automobile Liability Insurance policies required of vendor hereunder.

v. Primacy of Coverage

Coverage required of vendor shall be primary over any insurance or self-insurance program carried by the State or Western State Colorado University.

vi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least thirty (30) days prior notice to Western State Colorado University by certified mail.

vii. Subrogation Waiver

All insurance policies in any way related to this PO and secured and maintained by vendor as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, Western State Colorado University, their agencies, institutions, organizations, officers, agents, employees, and volunteers.

C. Certificates

Upon request by the Western State Colorado University, Vendor shall provide certificates showing the insurance coverage required hereunder.