Fort Lewis College
State Contract
with

_____

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C. Use, Security, and Retention

State Confidential Information of any kind shall not be distributed or sold to any third party or used by Contractor or its agents in any way, except as authorized by this Contract or approved in writing by the State. Contractor shall provide and maintain a secure environment that ensures confidentiality of all State Records and other State Confidential Information wherever located.

State with proof of Contractor's authority to enter into this Contract within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Contractor represents and warrants that as of the Effective Date it has, and that at all times during the Term hereof, it shall have and maintain, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. Contractor warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Contract, without reimbursement by the State or other adjustment in Contract Funds. Additionally, all employees, agents, and Subcontractors of Contractor performing Services under this Contract shall hold all required licenses or certifications, if any, to perform their responsibilities. Contractor, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Contractor to properly perform the terms of this Contract is a material breach by Contractor and constitutes grounds for termination of this Contract.

12. INSURANCE

Contractor shall obtain, maintain and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the Term of this Contract. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies with an AM Best rating of A-VIII or better.

A. Workers' Compensation

Workers' compensation insurance as required by state statute and employers' liability insurance covering all of Contractor and Subcontractor employees acting within the course and scope of their employment.

B. General Liability Insurance

Commercial general liability insurance written on an Insurance Services Office occurrence form, 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)** $1,000,000

Contractor and Contractor shall forward such notice to the State in accordance with **§15** within seven (7) Business Days of Contractor's receipt of such notice.

H. Subrogation Waiver

All insurance policies secured and maintained by Contractor or its Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against the Contractor (where applicable) and the State, its agencies, institutions,

terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Contract’s terms. At the sole discretion of the State, Contractor shall assign to the State all of Contractor's right, title, and

publish, display, transfer, and prepare derivative works. Contractor shall not use, willingly allow,

ii. By Operation of Law

This Contract is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Contract on the effective date of such change, as if fully set forth herein.

I. Order of Precedence

The provisions of this Contract shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Contract and its exhibits and attachments, including, but not limited to, those provided by Contractor, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

i. The Special Provisions, Section 19 hereof
ii. The provisions of the main body of this Contract
iii. Exhibit A, the Statement of Work
iv. Exhibit B, the Prices and Rates
v. any **Exhibit C**, option letter**.**

J. Severability

Provided this Contract can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Contract in accordance with its intent.

K. Survival of Certain Contract Terms

Notwithstanding anything herein to the contrary, provisions of this Contract requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Contractor fails to perform o sc 0 Tw 12 1T3l(n)2 (s 2 (aen)12.9 (t)-2.6 3.9 26 0 Tc 0 T

A. 1. VICE PRESIDENT'S APPROVAL.

This Contract shall not be valid until it has been approved by the College's Vice President for Finance and Administration.

B. 2. FUND AVAILABILITY.

Financial obligations of the College payable after the current Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. 3. GOVERNMENTAL IMMUNITY.

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

D. 4. INDEPENDENT CONTRACTOP 6 >>BDC5 >>BDC5 >>B5 (ND)Td ( )Tj of -0.005 Tc54 1 Tf -15.66.2 (