



State of Idaho Contract Number SBPO20267667

Parties

Agency	Contractor
Department of Administration 650 W. State St. Boise, ID 83702	WESTERN RECORDS DESTRUCTION INC 1990 S COLE RD BOISE, ID 83709

Contract Summary

Contract Name: Statewide Shredding Services Contract Description: On-site secure document shredding and container service for Statewide use. Original Effective Date: July 7, 2025 Current Expiration Date: July 6, 2026	Contract Usage Type: OPEN
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Agency Contacts

Contact Name	Contact Type	Contact Email
DOP CONTRACT ADMINISTRATION	CONTRACT ADMINISTRATOR	CONTRACTADMIN@ADM.IDAHO.GOV

Contractor Contacts

Contact Name	Contact Phone	Contact Email
TYLER DEAN	2083758580	TYLER@WESTERNRECORDS.NET

Recitals

1. This Contract number SBPO20267667 for Statewide Shredding Services ("the Contract") is awarded for the Department of Administration ("the Agency") pursuant to state of Idaho sourcing event number 774 ("the Solicitation").
2. The Contract is issued under the authority provided by the Administrator of the Division of Purchasing pursuant to the State Procurement Act, title 67, chapter 92, Idaho Code.
3. WESTERN RECORDS DESTRUCTION INC ("Contractor") agrees to provide the Property identified in the line item(s) below as detailed herein.

STATE OF IDAHO CONTRACT TERMS AND CONDITIONS

ARTICLE 1 – GENERAL TERMS AND CONDITIONS

1.1. Definitions. Except as defined otherwise in this Contract, the following terms shall have the following meanings, whether capitalized or not, unless the context requires otherwise. Terms not defined within this Contract shall have the meanings defined in Idaho Code section 67-9203 and in IDAPA 38, title 05, chapter 01, Rules of the Division of Purchasing.

- 1.1.1. “Agency” means the board, commission, department, agency, or office of the State receiving the Property provided by the Contractor pursuant to this Contract.
- 1.1.2. “Contract” means this written agreement between Contractor and the State for the acquisition of property, which may be the result of a solicitation, and which may include the Solicitation or specification document and the accepted portions of the bid or proposal and other documents as identified herein, unless the context means one or more agreements with other contractors or for the acquisition or other property.
- 1.1.1. “Contractor” means the offeror, bidder, or proposer selected under the Solicitation to enter a contract with the State and identified as the Contractor in the heading above in this Contract.
- 1.1.2. “Data Breach” means any unauthorized access to or acquisition of Non-Public State Data following a Security Incident that compromises the security, confidentiality, or integrity of the Non-Public State Data, or the ability of the State to access the Non-Public State Data.
- 1.1.3. “Non-Public State Data” means State Data that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public State Data includes, but is not limited to, Personal State Data.
- 1.1.4. “Personal State Data” means State Data, which alone or in combination with other data, includes information relating to an individual that identifies the individual by name, identifying number, mark, or description that can be readily associated with a particular individual and which is not a public record. Personal State Data includes but is not limited to the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver’s license, passport); financial account information, including account number, credit or debit card numbers; Protected Health Information (PHI) relating to a person; or education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv).
- 1.1.5. “Property” means goods, services, parts, supplies, and equipment, both tangible and intangible, including but not limited to, designs, plans, programs, systems, techniques, and any rights or interests in such property.
- 1.1.6. “Protected Health Information (PHI)” means individually identifiable health information held or transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI also includes but may not be limited to information that is a subset of health information, including demographic information collected from an individual, and 1) is created or received by a health care provider, health

plan, employer, or health care clearinghouse; and 2) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; and a) that identifies the individual; or b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

- 1.1.7. “Purchasing Administrator” means the administrator of the Department of Administration, Division of Purchasing.
- 1.1.8. “Purchasing Authority” means the state entity authorized to enter into the Contract, which shall be either the Department of Administration, Division of Purchasing, or the Agency.
- 1.1.9. “Security Incident” means the unauthorized access to Contractor’s network that the Contractor or the State believes could reasonably result in the use, disclosure, or theft of the State’s Non-Public State Data within the possession or control of Contractor. A Security Incident also includes a security breach to Contractor’s system, regardless of if Contractor is aware of unauthorized access to the State’s Non-Public State Data. A Security Incident may or may not turn into a Data Breach.
- 1.1.10. “Software” means a series of instructions or statements in a form acceptable to a machine that processes data and is designed to cause the machine to execute an operation or operations. Software includes, but is not limited to operating systems, assemblers, compilers, interpreters, data management systems, utility programs, and Automatic Data Processing Equipment Maintenance/Diagnostics programs.
- 1.1.11. “State” means the state of Idaho including each board, commission, department, agency, or office of the state of Idaho, unless the context means one or more other states of the United States.
- 1.1.12. “State Data” means all information and data developed, documented, derived, stored, installed, or furnished by the State under the Contract, including all data related to records owned by the state of Idaho.
- 1.1.13. “Solicitation” means an invitation to bid (ITB), request for quotes (RFQ), or request for proposals (RFP) issued by the State for the purpose of soliciting bids, proposals, or quotes resulting in the Contract.

1.2. Term

- 1.2.1. Initial Term. The initial term of the Contract shall commence on the Effective Date and expire on the Service End Date identified in the header of this Contract.
- 1.2.2. Renewal Options. Upon mutual, written agreement by the parties, the Contract may be extended under the same terms and conditions for the time interval equal to the initial term, or for such period of time as agreed to by the parties. The Contract is not anticipated to exceed five (5) years including all renewals.

1.3. Price

- 1.3.1. Price. The pricing for the Contract is included in **Attachment 2 – Cost Matrix.**
- 1.3.2. Price Increases. Except as set forth in this section, prices shall not increase during the initial term or during any renewal or extension term. Unless accepted by the Purchasing Authority in writing or provided for in the Contract, prices shall not increase between the prior term and a renewal term. The Purchasing Authority may accept a price increase

during a term or upon renewal as provided in Contract or upon submission of evidence by Contractor that Contractor's costs have increased by causes beyond the control and without the fault or negligence of Contractor, and that Contractor could not have included in its offered price because they were unforeseeable or because the Solicitation did not contemplate future pricing.

1.4. Termination and Remedies

1.4.1. Termination for Contractor Default. The State may terminate the Contract, any order issued pursuant to the Contract, or both when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, which time shall be determined in the sole discretion of the Purchasing Authority. If the default or non-compliance is not capable of cure or if the cure requires more than thirty (30) calendar days, the Purchasing Authority may provide notice of termination without a cure period. The State shall not be required to provide advance written notice or a cure period and may immediately terminate this Contract in whole or in part if the State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Contract.

1.4.2. Effect of Termination

1.4.2.1. If the Contract is terminated for default or non-compliance, the Contractor will be liable for any costs resulting from the State's award of a new contract and any damages incurred by the State. The State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.

1.4.2.2. Unless provided otherwise in the Contract, upon termination by the Purchasing Authority for default or non-compliance, Contractor shall: a) promptly discontinue all work, unless the termination notice directs otherwise; b) promptly return to the State any Property provided by the State pursuant to this Contract; and c) deliver or otherwise make available to the State all data, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing this Contract, whether completed or in process, which the Contractor is obligated by the Contract or law to provide to the State upon completion.

1.4.3. Remedies. In addition to any remedies available to the State under law or equity, the State may, at its sole discretion, take or require one (1) or more of the following remedial actions if the Contractor's performance is deficient and does not comply with the Contract requirements: 1) require the Contractor to take corrective action to ensure that performance conforms to Contract requirements; 2) reduce payment to reflect the reduced value of the performance received; 3) require the Contractor to subcontract all or part of the service at no additional cost to the State; 4) withhold payment or require payment of actual damages caused by the deficiency; 5) withhold payment or require payment of liquidated damages, if liquidated damages are provided for in the Contract;

6) secure the deficient products or services and deduct the costs of products or services from payments to the Contractor under the Contract; 7) require Contractor to remove, at its sole expense, any non-conforming or deficient Property from the State's premises; or 8) terminate the Contract pursuant to any termination provisions within the Contract. These remedies are cumulative to the extent the remedies are not inconsistent, and the State may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

1.5. Changes and Modifications

- 1.5.1. Amendments. Except as provided herein for ministerial changes, the Contract may be modified or amended only upon written consent of the Purchasing Authority and Contractor. The Contract may not be released, discharged, changed, extended, modified, subcontracted or assigned in whole or in part (collectively, an "Amendment") except to the extent provided by a written instrument signed by the Contractor and the Purchasing Authority. The Purchasing Authority is authorized to execute any Amendment. The Agency is authorized to execute Amendments consisting solely of plans required by the Contract and ministerial or administrative documents that further define the day-to-day responsibilities of the Contractor and the Agency. The Agency is not authorized to execute Amendments directly or indirectly increasing monetary obligations of the State, expanding the scope of the Contract or extending the Contract term. An Amendment not executed in compliance with this section is voidable, at the option of the Purchasing Administrator.
- 1.5.2. Ministerial Changes. In the event the State discovers or is notified of a typographical or other ministerial or clerical error in the Contract, the Purchasing Authority may correct such error after providing notice to the Contractor of its intent to make the correction and an opportunity for the Contractor to object that the proposed correction is not ministerial or clerical. The Purchasing Authority will make a copy of the corrected Contract available to the Contractor upon the effectiveness of the correction.
- 1.5.3. Material Changes. Amendments to the Contract shall be in compliance with the State Procurement Act, Idaho Code title 67, chapter 92. The Purchasing Authority may accept material changes with an amendment if such changes could not reasonably been anticipated by the parties at the time of the Solicitation and do not frustrate the competitive process or provide the Contractor with an unfair advantage, as determined by the Purchasing Administrator in his or her sole discretion.

1.6. No Personal Liability. Contractor specifically understands and agrees that in no event shall any official, officer, employee or agent of the State be personally liable or responsible for any representation, statement, covenant, warranty or obligation contained in, or made in connection with, this Contract, express or implied.

1.7. Contract Relationship; Workers' Compensation Insurance

- 1.7.1. Independent Contractor. Contractor's status under the Contract shall be that of an independent contractor, and not that of an agent or employee. Contractor is solely liable for all labor, taxes, insurance, required bonding, and other expenses, except as

specifically stated herein. Contractor shall exonerate, indemnify and hold the State harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, workman's compensation and income tax laws with respect to Contractor or Contractor's employees engaged in performance under the Contract.

- 1.7.2. Workers' Compensation Insurance. Contractor shall maintain worker's compensation insurance as required by law and shall provide certificate of same if requested by the State. Failure to provide a certificate of worker's compensation insurance may result in termination of the Contract. Provision of workers' compensation insurance by the State under this provision shall be in the name of the Contractor as employer and shall not alter the independent contractor status of Contractor under the Contract. Contractor must provide either a certificate of worker's compensation insurance issued by a surety licensed to write worker's compensation insurance in the state of Idaho, as evidence that the Contractor has in effect a current Idaho worker's compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

1.8. Taxes. The State is generally exempt from payment of state sales and use taxes and from personal property tax for Property purchased for its use. The State is generally exempt from payment of federal excise tax under a permanent authority from the District Director of the Internal Revenue Service (Chapter 32 Internal Revenue Code). The State will furnish exemption certificates upon written request by Contractor. If Contractor is required to pay any taxes incurred as a result of doing business with the State, Contractor shall be solely responsible for the payment of those taxes.

1.9. General Indemnification and Insurance

- 1.9.1. Contractor's Indemnification. Contractor shall indemnify, defend, and save harmless the State, its officers, agents, employees, and volunteers from and against any and all liability, claims, damages, losses, expenses, actions, settlements, attorneys' fees, and suits whatsoever caused by, arising out of, or in connection with Contractor's acts or omissions under this Contract or Contractor's failure to comply with any state or federal statute, law, regulation, or rule during performance or applicable to the performance of the Contract.
- 1.9.2. Actions on Tender; Limitation. Upon receipt of the State's tender of indemnity and defense, Contractor shall immediately take all reasonable actions necessary, including, but not limited to, providing a legal defense for the State, to begin fulfilling its obligation to indemnify, defend, and save harmless the State. Contractor's indemnification and defense liabilities described herein shall apply regardless of any allegations that a claim or suit is attributable in whole or in part to any act or omission of the State under the Contract. Contractor shall not be required to hold the State harmless for damages attributed to the State in a final order issued by a court of competent jurisdiction. If it is determined by a final judgment that the State's negligent act or omission is the sole proximate cause of a suit or claim, the State, to the extent funds are legally available therefore, shall reimburse Contractor for reasonable defense costs attributable to the

defense provided by any Special Deputy Attorney General appointed pursuant to section 9.3.

- 1.9.3. Requirements of Defense. Any legal defense provided by Contractor to the State under this section must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the Attorney General of the State of Idaho as a Special Deputy Attorney General pursuant to Idaho Code Sections 67-1401(13) and 67-1409(1).
- 1.9.4. Insurance. Contractor shall furnish and maintain insurance coverages as set forth on **Attachment 3 – Insurance Requirements** of this Contract.

1.10. Patent and Copyright Indemnity

- 1.10.1. Indemnity. Contractor shall indemnify and hold the State harmless and shall defend at its own expense any action brought against the State based upon a claim of infringement of a United States' patent, copyright, trade secret, or trademark for Property purchased under the Contract. Contractor shall pay all damages and costs finally awarded and attributable to such claim, but such defense and payments are conditioned on the following: 1) that Contractor shall be notified promptly in writing by the State of any notice of such claim; 2) that Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise and State may select at its own expense advisory counsel; and 3) that the State shall cooperate with Contractor in a reasonable way to facilitate settlement or defense of any claim or suit.
- 1.10.2. Limitation. Contractor shall have no liability to the State under any provision of this clause with respect to any claim of infringement that is based upon: 1) the combination or utilization of the Property with machines or devices not provided by the Contractor other than in accordance with Contractor's previously established specifications unless such combination or utilization was disclosed in the Solicitation or the specifications; 2) the modification of the Property unless such modification was disclosed in the Solicitation or the specifications; or 3) the use of the Property not in accordance with Contractor's previously established specifications unless such use was disclosed in the Solicitation or the specifications.
- 1.10.3. Option to Replace, Modify, or Refund. Should the Property become, or in Contractor's opinion be likely to become, the subject of a claim of infringement of a United States' patent, the Contractor shall, at its option and expense, either procure for the State the right to continue using the Property, to replace or modify the Property so that it becomes non-infringing, or to grant the State a full refund for the purchase price of the Property and accept its return.

1.11. Billing

- 1.11.1. Contract Numbers on all Documentation. Contractor shall clearly show the State's Contract number or Purchase Order number on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- 1.11.2. Invoices. Contractor shall submit all invoices directly to the Agency.
- 1.11.3. Payment Processing. Invoices shall be accepted and processed for payment in accordance with Idaho Code sections 67-2302 and 67-9218.

1.12. Assignment, Merger, Consolidation, or Change of Contractor

- 1.12.1. Application of Idaho Statutes. Assignments, mergers, consolidations, and changes of the Contractor under this Agreement are subject to the provisions of Idaho Code sections 67-1027 and 67-9230.
- 1.12.2. Consent to Assign. Contractor shall not assign this Contract, or its rights, obligations, or any other interest arising from the Contract, or delegate any of its performance obligations, without the express written consent of the Purchasing Administrator and the Idaho Board of Examiners.
- 1.12.3. Consent to Change of Contractor. Any entity into which Contractor may be merged or with which it may be consolidated, any entity resulting from any merger or consolidation to which Contractor is a party, or any entity succeeding to the business of Contractor shall not become the successor of Contractor without first obtaining the prior written approval of the Purchasing Administrator and the Idaho State Board of Examiners.
- 1.12.4. Effect of Non-Compliance. At the option of the Purchasing Administrator, transfer without approval required by this section shall cause the annulment of the Contract. All rights of action for any breach of the Contract are reserved to the State notwithstanding such annulment. As provided in Idaho Code section 67-1027, the State shall not be obligated to pay the assignee until the assignment is recognized by the Idaho Board of Examiners and no damages shall accrue to Contractor or the assignee arising from the State's assignment and payment processes pursuant to Idaho Code sections 67-1027 and 67-9230.

1.13. Subcontracting. Unless otherwise allowed by the State in this Contract, Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of this Contract or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of any obligation under this Contract. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the Contract by Contractor's subcontractor or its sub-subcontractor. Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its subcontractors under this Contract to purchase and maintain the insurance coverage set forth in the Contract for the Contractor in connection with the performance of work by the approved subcontractor.

1.14. Compliance with Law, Licensing, and Certifications. Contractor shall comply with all requirements of federal, state and local laws and regulations applicable to Contractor or to the Property provided by Contractor pursuant to the Contract. For the duration of the Contract, Contractor shall maintain in effect and have in its possession all licenses and certifications required by federal, state and local laws and rules.

1.15. State's Confidential Information

- 1.15.1. Collection and Ownership. Pursuant to the Contract, Contractor may collect, or the State may disclose to Contractor, financial, personnel or other information that the State

regards as proprietary or confidential ("Confidential Information"). Such Confidential Information shall belong solely to the State. The State may require that Contractor's officers, employees, agents or subcontractors agree in writing to the obligations contained in this section. The Agency may require that Confidential Information be returned to the Agency upon termination of this Contract subject to Contractor's document retention procedures as required by law.

1.15.2. Use. Contractor shall use such Confidential Information only in the performance of its services under the Contract and shall not disclose Confidential Information or any advice given by it to the State to any third party, except for the following:

1.15.2.1. With the State's prior written consent;

1.15.2.2. Under a valid order of a court or governmental agency of competent jurisdiction and then only upon timely notice to the State unless prohibited by such order; or

1.15.2.3. In response to any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's data under the Contract, or which in any way might reasonably require access to the State's data and then only upon timely notice to the State, unless prohibited by law from making such contact.

1.15.3. Limitation. Confidential Information shall not include data or information that:

1.15.3.1. Is or was in the possession of Contractor before being furnished by the State, provided that such information or other data is not known by Contractor to be subject to another confidentiality agreement with or other obligation of secrecy to the State;

1.15.3.2. Becomes generally available to the public other than as a result of disclosure by Contractor; or

1.15.3.3. Becomes available to Contractor on a non-confidential basis from a source other than the State, provided that such source is not known by Contractor to be subject to a confidentiality agreement with or other obligation of secrecy to the State.

1.16. Public Records. Pursuant to the Idaho Public Records Act, Idaho Code title 74, chapter 1, records, including documents in all forms, received from the Contractor may be open to public inspection and copying unless exempt from disclosure. The Contractor shall clearly designate individual portions of records as "exempt" on each page of the record containing exempt portions and shall indicate the basis in the Idaho Public Records Act for such exemption. The State will not accept the marking of an entire record as exempt. In addition, the State will not accept a legend or statement on one (1) page that all, or substantially all, of the record is exempt from disclosure. Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring Contractor's designation of exemption or for Contractor's failure to designate a record as exempt. Contractor's failure to designate as exempt any record or portion of a record that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State honors a claim of exemption by Contractor, Contractor shall provide the legal defense for such claim.

1.17. Use of the State of Idaho's Name. Contractor shall not, prior to, in the course of, or after performance under the Contract, use the State's name in any advertising or promotional media, including press releases, as a customer or client of Contractor without the prior written consent of the State.

1.18. Fiscal Necessity and Non-Appropriation. The State is a government entity and it is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations. The Legislature is under no legal obligation to make appropriations to fulfill this Contract. This Contract shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time.

The State reserves the right to terminate this Contract in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available, or if the State discontinues or makes a material alteration of the program under which funds were provided. The State shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable.

All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the Contractor. Further, in the event of non-appropriation, the State shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom.

1.19. Notices. Any notice given in connection with the Contract shall be given in writing and shall be delivered either by hand to the other party or by certified mail, return receipt requested, to the other party at the other party's address provided in the header of this Contract. Either party may change its address by giving notice of the change in accordance with this paragraph.

1.20. Authority to Conduct Business in Idaho; Service of Process. Contractor must independently determine whether Contractor is required to register with the Idaho Secretary of State, and, if so, must register and remain in good standing for the term of this Contract. If Contractor is not registered with the Idaho Secretary of State, Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested, at its address for notices under this Contract. Service shall be completed upon Contractor's actual receipt of process, or upon the State's receipt of the return thereof by the United States Postal Service, or a reasonable delivery service if Contractor's address is outside the United States, as refused or undeliverable.

1.21. Required Certifications.

- 1.21.1. Boycott of Israel. Pursuant to Idaho Code section 67-2346 (effective July 1, 2021), if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or

services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

1.21.2. Ownership or Operation by China. Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein.

1.21.3. Boycott of Various Industries. Pursuant to Idaho Code section 67-2347A (effective July 1, 2024), if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of any individual or company because the individual or company: a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or b) engages in or supports the manufacture, distribution, sale, or use of firearms. The terms in this section defined in Idaho Code section 67-2347A shall have the meaning defined therein, including through reference to another section of Idaho Code.

1.22. Non-waiver. The failure of any party, at any time, to enforce a provision of the Contract shall in no way constitute a waiver of that provision, nor in any way affect the validity of the Contract, any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

1.23. Attorney Fees. Notwithstanding any statute to the contrary, in the event suit is brought by any party to this Contract to enforce the terms of this Contract or to collect any moneys due hereunder, the prevailing party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

1.24. Force Majeure. Neither Contractor nor the State shall be liable for or deemed to be in default for any delay or failure to perform under the Contract if such delay or failure to perform results from unforeseeable causes including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather. The unforeseeable cause must be beyond the control and without the fault or negligence of the party asserting it. Matters of the Contractor's finances shall not be a force majeure. The excused party is obligated to promptly perform in accordance with the terms of this Contract after the unforeseeable cause ceases. Unless otherwise agreed in writing by the parties, the period for the performance shall be extended for a period equivalent to the period of the force majeure delay.

1.25. Entire Agreement; Headings

1.25.1. Complete Statement of Terms. The Contract constitutes the entire agreement between the State and Contractor and shall supersede all previous proposals, oral or written, negotiations, representations commitments, and all other communications between the parties.

- 1.25.2. Conflicting and Supplemental Terms. Unless specifically accepted by the Purchasing Authority in writing, terms in documents outside of this Contract shall be of no force and effect.
- 1.25.3. Headings. All headings in this agreement are for convenience only and shall not affect the meaning of any provision hereof.

1.26. Governing Law. The Contract shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of the Contract shall be brought in State district court in Ada County, Boise, Idaho.

1.27. Severability; Survival

- 1.27.1. Severability. If any part of this Contract is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision.
- 1.27.2. Survival. Any termination, cancellation, or expiration of the Contract notwithstanding, provisions which are intended to survive and continue shall survive and continue.

1.28. Sovereign Immunity. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

1.29. Electronic Signature; Counterparts

- 1.29.1. This Contract may be electronically signed. Any electronic signatures appearing on this Contract are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
- 1.29.2. This Contract may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

ARTICLE 2 – RESERVED

ARTICLE 3 – TERMS APPLICABLE TO THE PURCHASE OF SERVICES

The following terms apply to the purchase of services, which generally means the purchase of work completed by employees of the Contractor, including any tangible deliverables that are created as part of that work (e.g., reports). In the event of uncertainty as to the applicability of these terms, they shall be deemed applicable unless the State has explicitly stated that they do not apply.

3.1. Property – Services. Contractor shall perform the Scope of Work detailed in **Attachment 1 – Scope of Work** of this Contract.

3.2. Contract Effectiveness. The Contract and any amendments shall be effective when signed by Contractor and the Purchasing Authority, or at a later date specified in the Contract or Amendment. Contractor shall not render services to the State until the Contract or amendment has become effective and the State shall not pay for any services rendered prior to the effective date of the Contract or amendment.

3.3. Conflict of Interest. Contractor must disclose to the State any actual or potential conflict of interest that exists or arises for itself or any of its subcontractors during the term of the Contract. If the conflict would interfere with Contractor or its subcontractor's performance of contractual obligations, as determined by the State, Contractor shall cure the conflict. Failure to cure such a conflict may result in the State terminating the Contract for Contractor default.

3.4. Reassignment of Contractor Employees. The Agency may, after consulting with Contractor, require the Contractor to reassign or otherwise remove from the Contract any Contractor employee or subcontractor found, in good faith, to be unacceptable to the Agency.

3.5. Acceptance. The Agency shall accept or reject deliverables and services as set forth in the Scope of Work in **Attachment 1** or, if not addressed in the Scope of Work, within a reasonable time.

ARTICLE 4 – RESERVED

ARTICLE 5 - TERMS APPLICABLE TO STATEWIDE CONTRACTS

The following terms apply to contracts that are specifically identified as statewide contracts, either in the solicitation or otherwise in the contract document, and to participating addendums issued against a cooperative contract master agreement, unless such participating addendum explicitly states that it is for a single agency/is not a statewide contract.

5.1. Reporting

- 5.1.1. Summary Usage Report. Contractor shall provide a summary usage report on a quarterly basis, according to the deadlines below, indicating its total net sales for the previous quarter and the corresponding Administrative Fee. Contractor shall email reports to purchasing@adm.idaho.gov.

Reporting Period (Fiscal Year Quarters)	Fee and Report Due Date
1st Quarter (July 1 – September 30)	November 30th
2nd Quarter (October 1 – December 31)	February 28th
3rd Quarter (January 1 – March 31)	May 31st
4th Quarter (April 1 – June 30)	August 30th

- 5.1.2. Detailed Usage Report. Contractor shall provide a detailed usage report on a quarterly basis, according to the same deadlines and to the same email address identified above in Paragraph 5.1.1. The detailed usage report must include, at a minimum, the purchasing entity (e.g., agency name, school district, etc.), property description, category if applicable, quantity, unit price, and extended price.
- 5.1.3. Additional Reporting. Contractor shall provide any additional reporting as specifically identified in the Contractor or associated master agreement.

5.2. Administrative Fee

- 5.2.1. Application of Administrative Fee. This statewide Contract shall be subject to an Administrative Fee of one and one-quarter percent (1.25%), based on net sales under the Contract, as follows:
- 5.2.1.1. For Contracts that are not issued pursuant to a cooperative contracting

master agreement, the prices to be paid by the State (the price offered by Contractor or otherwise agreed to by the State) shall be inclusive of a one and one-quarter percent (1.25%) Administrative Fee.

5.2.1.1.1. Contractor's failure to consider the Administrative Fee when preparing its Solicitation response shall not constitute or be deemed a waiver by the State of any Administrative Fees owed by Contractor to the State as a result of an award.

5.2.1.1.2. Contractor may add the cost of the State of Idaho Administrative fee to invoices if the Contract is a participating addendum pursuant to a cooperative contracting master agreement.

5.2.1.2. On a quarterly basis, Contractor shall remit to State of Idaho, Division of Purchasing, an amount equal to one and one-quarter percent (1.25%) of Contractor's net quarterly Contract sales(sales minus credits).

5.2.1.3. *For Example: If the total of Contractor's net sales to the Agency for one quarter is ten thousand dollars (\$10,000), Contractor must remit $\$10,000 \times 0.0125$, equal to one hundred twenty-five dollars (\$125) to the Division of Purchasing for that quarter, along with the required quarterly usage report detailed in Paragraph 5.1.*

5.2.2. Payment of Administrative Fee. Contractor shall remit the Administrative Fee to the State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075 on the due date identified above in Paragraph 5.1 for reporting.

5.2.3. Refund of Administrative Fee. If the Contract is terminated by the State through no fault of the Contractor, or if item(s) are returned by the State through no fault, act, or omission of the Contractor after the sale of any such item(s) to the State, the State will refund the Contractor any Administrative Fees remitted. Administrative Fees will not be refunded or returned when an item is rejected or returned, or declined, or the Contract terminated by the State due to the Contractor's failure to perform or comply with specifications or requirements of the Contract. If, for any other reason, the Contractor is obligated to refund to the State all or a portion of the State's payment to the Contractor, or the State withholds payment because of the assessment of liquidated damages, the Administrative Fee will not be refunded in whole or in part.

5.2.4. Failure to Remit Administrative Fees. If Contractor fails to remit the Administrative Fee, as provided above, the State, at its discretion, may declare the Contractor in default; terminate the Contract; assess and recover re-procurement costs from the Contractor (in addition to all outstanding Administrative Fees); seek State or federal audits, monitoring or inspections; and/or exclude Contractor from participating in future solicitations. If, for any other reason, the Contractor is obligated to refund to the State all or a portion of the State's payment to the Contractor, or the State withholds payment because of the assessment of liquidated damages, the Administrative Fee will not be refunded in whole or in part.

Agreement

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

This Contract including the attached files below, constitutes the State of Idaho's acceptance of your signed Bid (Including any electronic submission), which is incorporated herein by reference.

Department of Administration

Signature: _____

Name: Alex Limber

Title: Buyer

Date: 06/30/2025

WESTERN RECORDS DESTRUCTION INC

Signature: 

Name: Tyler Dean

Title: General Manager

Date: 6-30-25

Attachments Referenced:

1. Attachment 1 – Scope of Work
2. Attachment 2 – Cost Matrix
3. Attachment 3 – Insurance Requirements

Attachment 1

Scope of Work

1. Summary of Scope

This scope of work outlines the requirements for secure paper media shredding services that must be delivered to all participating Ordering Agencies.

2. Objectives and Expectations

Ordering on the Statewide Contract will be done on an as needed, if needed basis by Ordering Agency. No minimum or maximum number of orders or level of usage of the Contract is guaranteed or implied.

3. Schedule & Term Expectations

The Contractor must be able to start providing services to all Ordering Agencies in the Area(s) awarded within thirty (30) days of Contract execution. For any Ordering Agencies that are starting new services, the Contractor must be able to start providing services within fourteen (14) calendar days of the new service request.

The term of this Contract will be for one (1) year. Upon mutual, written agreement, the Contract may be renewed, extended, or amended. The anticipated total Contract term is five (5) years.

4. Unique Considerations

An Ordering Agency may have several locations within rural counties. The Contractor must be able to provide services to all Ordering Agency locations within these rural counties. The Contractor may bill mileage to those locations as further described in Section 6.3 of this Exhibit 2.

5. Requirements

These specifications are the minimum mandatory specifications that your Bid must meet in order for the State to consider your Bid for award.

5.1. General

- 5.1.1 The Contractor must provide on-site and/or off-site shredding services for confidential and sensitive information stored on paper documents.
- 5.1.2 The Contractor must provide services during regular business hours, defined as 8:00 A.M. to 5:00 P.M., Monday to Friday, excluding public holidays, unless a different time for service is mutually agreed upon by the Ordering Agency and the Contractor.
- 5.1.3 The Contractor must have a customer service center reachable via a toll-free number, available during regular business hours.
 - 5.1.3.1 The Contractor's customer service center must be staffed by qualified service representatives able to address all questions or issues including, but not limited to, billing, setting up new accounts, and scheduling shredding services.

5.2. Paper Media Shredding

- 5.2.1 The Contractor must provide and distribute secure, lockable containers for paper document collection, free of charge, to each Ordering Agency upon request.
 - 5.2.1.1 The Containers must have a tamper evident locking system.
 - 5.2.1.2 The Contractor must provide keys for locking all containers at an Ordering Agency to the designated Ordering Agency contact person.
 - 5.2.1.2.1 If a key is lost, the Contractor must supply a replacement key at no additional cost to the Ordering Agency.

- 5.2.1.3 The Containers must have a top slot or a side slot near the top for depositing documents, designed to prevent access to or theft of materials contained within.
- 5.2.1.4 The Containers must be clearly marked to indicate their intended use and have a list of items that may or may not be placed within.
- 5.2.1.5 The Contractor must coordinate with the Ordering Agency to determine the number and size of containers required by the Ordering Agency.
 - 5.2.1.5.1 The Contractor must provide three (3) containers size options falling within each of the following ranges: 28-35, 60-70, and 90-100 gallons.
 - 5.2.1.5.2 The Contractor must not limit the number of containers at any particular Ordering Agency.
 - 5.2.1.5.3 The Ordering Agency may request to change the quantity or size of containers at the Ordering Agency location at any time.
- 5.2.1.6 The Contractor must place the containers in the locations requested by the Ordering Agency, provided the placement is in accordance with applicable fire codes. The Contractor must be aware of these regulations.
- 5.2.1.7 The Contractor must maintain the containers in working order and replace locks, lids, handles, etc., as needed.
 - 5.2.1.7.1 The Contractor must repair or replace containers within five (5) business days of being notified of a faulty container.
 - 5.2.1.7.2 If the damage occurs due to willful Ordering Agency employee neglect, the Ordering Agency will pay for repair costs up to the fair market value of the container before the loss.
- 5.2.2 The Contractor must provide services on a recurring schedule or an as-needed basis, depending upon the needs of the Ordering Agency.
 - 5.2.2.1 The Contractor must work with each participating Ordering Agency to determine the interval for recurring pickup service if requested.
 - 5.2.2.2 The Ordering Agency may, at any time, change the frequency of service to suit the needs of the Ordering Agency.
 - 5.2.2.3 The Ordering Agency may cancel a scheduled service for any reason. The Ordering Agency will make every reasonable effort to notify the Contractor of the cancellation twenty-four (24) hours in advance of scheduled service. The Contractor must not charge the Ordering Agency for a cancellation.
 - 5.2.2.4 If the Ordering Agency requests service on an as-needed basis, the Contractor must provide the requested service for the Ordering Agency no later than five (5) business days after receipt of the request.
- 5.2.3 The Contractor must provide on-site mobile shredding or off-site facility shredding services depending upon the compliance requirements of the Ordering Agency.
- 5.2.4 The Contractor must collect paper documents marked for shredding from within the Ordering Agency and remove them from the premises unassisted with minimal disruption to Ordering Agency operations.
 - 5.2.4.1 The Ordering Agency will not provide the Contractor with any equipment or personnel to assist the Contractor.
 - 5.2.4.2 The Contractors personnel must be escorted at all times while working within the Ordering Agency premises.
- 5.2.5 The Contractor must provide purge shredding service at the Ordering Agency's request.
 - 5.2.5.1 The Contractor must provide the requested purge shredding service no later than five (5) business days after receipt of the request, or by a timeline agreed to by the Ordering Agency and the Contractor.

- 5.2.5.2 The Ordering Agency will collect documents for the purge shredding service in Ordering Agency owned boxes (banker's boxes, paper boxes) and will place the boxes in an area easily accessible by the Contractor.
- 5.2.5.3 The Contractor must empty the contents of the boxes into a wheeled secure collection container and remove the container from the Ordering Agency premises with minimal disruption to Ordering Agency activity.
 - 5.2.5.3.1 The Ordering Agency will not provide the Contractor with any equipment or personnel to assist the Contractor.
 - 5.2.5.3.2 The Contractor's personnel must be escorted at all times while working within the Ordering Agency premises.
 - 5.2.5.3.3 The Contractor must only empty the contents of boxes that contain documents marked for the purge service. An Ordering Agency representative will be responsible for identifying these boxes.
 - 5.2.5.3.4 The Contractor must make a reasonable effort to fill the entire container prior to emptying, except for the last instance in which it is acceptable for the container to be partially filled.
- 5.2.5.4 The Contractor must record each instance the collection container is filled and subsequently emptied during the course of providing the purge shredding service, and must bill the Ordering Agency for each of these instances at the rate provided by the Contractor in Submittal Form B.

5.3. On-Site Shredding Service

- 5.3.1 The Contractor must have a mobile shredding vehicle fully capable of performing the shredding service required by the Ordering Agency.
- 5.3.2 The Contractor must allow an Ordering Agency representative to witness the destruction process, if requested.
 - 5.3.2.1 The Contractor must allow the representative to inspect the vehicle before, during, and after completion of the services, if requested.
- 5.3.3 The Contractor must perform the on-site shredding services at a time mutually agreed upon by the Contractor and the Ordering Agency.
- 5.3.4 The Contractor's vehicle must be fully operable throughout the shredding service.
 - 5.3.4.1 The Contractor must have a back-up available in the event of equipment failure or insufficient capacity to finish the services required.
- 5.3.5 The Ordering Agency may require all personnel involved in the on-site destruction process to sign confidentiality agreements prior to starting services.
- 5.3.6 The Contractor must ensure that all loose particles in the immediate shredding area are collected and removed each time services are performed.

5.4. Contractor Personnel Requirements

- 5.4.1 The Contractor's personnel must:
 - 5.4.1.1 Be trained in secure media handling and destruction procedures;
 - 5.4.1.2 Be licensed and bonded to perform shredding services;
 - 5.4.1.3 Display visible photo employee identification;
 - 5.4.1.4 Be uniformed in company attire at all times while working at an Ordering Agency; and
 - 5.4.1.5 Ensure that media is attended or physically secured at all times while in the Contractor's custody.
- 5.4.2 The Contractor must perform background checks on all employees that will perform services.

5.4.2.1 The Ordering Agency may, at any time, request background check records for all personnel who will be handling media.

5.4.3 The Contractor's personnel must not, under any circumstances, open or remove confidential paper media from the Contractor's provided containers.

5.5. Certificate of Destruction Requirements

5.5.1 The Contractor must provide a Certificate of Destruction ("COD") to the Ordering Agency within three (3) business days of completing services, if necessary for Ordering Agency compliance requirements.

5.5.1.1 The Ordering Agency will notify the Contractor if a COD is required upon completion of shredding services.

5.5.1.2 The Contractor must not charge a separate fee for providing a COD.

5.5.2 The COD must guarantee that the confidentiality of all media was maintained from the time of collection to the time of destruction, and that none of the media was opened, read, copied, scanned, saved, or removed by the Contractor or Contractor's personnel prior to destruction.

5.5.2.1 The COD must contain, at a minimum:

5.5.2.1.1 Address of the Ordering Agency;

5.5.2.1.2 Date of Destruction;

5.5.2.1.3 Volume or quantity of destroyed media;

5.5.2.1.4 Type of media destroyed;

5.5.2.1.5 Method of destruction utilized; and

5.5.2.1.6 Signature and title of Contractor's personnel certifying the destruction.

6. Additional Requirements

Note: In the event of conflict with the State's Standard Terms and Conditions, or other terms, conditions or requirements contained in this ITB, the following provisions will take precedence:

6.1. Contract Monitoring

The Ordering Agency contact person will be responsible for activities such as monitoring performance, documentation, and reviewing and approving invoices. The Ordering Agency contact person will be the Contractor's main contact for all day-to-day activities.

The Contract Administration Team ("CAT") will consist of DOP Contract Administrators who will be responsible for executing amendments to the Contract, renewing or extending the Contract, handling the formal dispute resolution process (including cure notices), assessing any remedies, and terminating the Contract.

The Contractor must designate a primary point of contact to serve as the Contractor's Contract Manager ("CCM"). The CCM will be responsible for overseeing the services performed on the Contract, coordinating activities with the Ordering Agency, and responding to notifications from the Ordering Agency and the CAT as appropriate.

6.2. Reporting Requirements

The Contractor must provide Quarterly Usage Reports as required by Section 5.1 of the State of Idaho Standard Contract Terms and Conditions.

6.3. Rural Location Mileage Reimbursement

The Contractor may invoice the Ordering Agency for mileage to service a location within a rural county. The Contractor must provide justification to the Ordering Agency showing why the location should be considered rural and must obtain approval from the Ordering Agency prior to billing for mileage reimbursement. The mileage must be for the Contractor's work vehicle providing the shredding service for the Ordering Agency's rural location. The Ordering Agency will only pay for one (1) work vehicles' one-way travel from the Contractor's location to the Ordering Agency's rural location. If the Contractor requires an additional service vehicle, they

must obtain approval from the Ordering Agency representative before requesting further assistance and resources.

Mileage must be charged beginning when the service vehicle leaves the Contractor's location and ending when the service vehicle reaches the Ordering Agency's rural location. The Contractor must travel directly from the Contractor's location to the Ordering Agency's rural location. The Ordering Agency will not pay for mileage to any other service stops on the way.

In the event the Contractor requires Federal mileage reimbursement for the service return trip to the Contractor's location, the Contractor must show cause for requesting the reimbursement, after which the Contractor must receive approval from the Ordering Agency representative to process the reimbursement.

Mileage must be charged at the current federal mileage reimbursement rate on the day service was made, found at <https://www.gsa.gov/mileage>.

6.4. Compliance With Laws, Rules, Regulations

The Contractor's services must be in compliance with all of the following laws, rules, and regulations:

- 6.4.1 Health Insurance Portability and Accountability Act ("HIPAA");
- 6.4.2 Fair and Accurate Credit Transactions Act ("FACTA") Disposal Rule; and
- 6.4.3 Gramm-Leach-Bliley Act ("GLBA").

6.5. National Association for Information Destruction ("NAID") Certification

The Contractor must be certified with NAID throughout the life of the Contract. The Contractor must submit documentation of their current NAID certification upon award of the Contract. A lapse in NAID certification during the term of the Contract may result in termination of the Contract.

6.6. Price Adjustment Clause

Prices must be firm for one (1) year from the effective date of the Contract. A price adjustment may be considered two (2) times per year thereafter. If a price adjustment is requested, the Contractor must notify DOP in writing as further detailed below.

- 6.6.1 The Contractor must provide a letter identifying the line item of the Contract, the increase in amount for each item, and a detailed reason for the increase.
- 6.6.2 The Contractor must provide supporting documentation such as letters from suppliers, price index, etc.

Increase will be limited to the actual increases to the Contractor that are applicable industry wide. Price increases will not be effective until an Amendment to the Contract is agreed to by all parties and executed by DOP.

6.7. Records Maintenance

Contractor shall maintain or supervise the maintenance of all records necessary to properly account for all payments made to the Contractor pursuant to the Contract. These records shall be retained by the Contractor for at least three (3) years after the Contract terminates, or until all audits initiated within the three (3) years have been completed, whichever is later.

6.8. Audit Rights

The Contractor agrees to allow State and Federal auditors and State purchasing staff access to all the records relating to this Contract, for audit, inspection, and monitoring of services or performance. Such access will be during normal business hours or by appointment.

6.9. Billing Procedure

The Contractor must provide a signed invoice upon service completion. The invoice and any required Certificates of Destruction must be submitted no later thirty (30) calendar days after services were provided.

No invoice will be accepted or paid without receipt of required documentation. Invoices submitted without the required documentation will be returned to the Contractor for resubmission.

The Contractor must provide the following information with each invoice:

1. IPRO contract number and Agency PO number
2. Identification of billing period
3. Total amount billed for the billing period
4. Detailed description of services provided and associated \$ amounts, as appropriate
5. Name of authorized individual and contact information for Contractor

Invoices and reports are to be submitted to the designated Ordering Agency contact person.

Attachment 2

Cost Matrix

The cost to empty and shred the contents of paper document collection containers shall be defined according to Table 1 below, which categorizes pricing by container size and by service area. The emptying fee shall be charged for each instance a container is emptied, regardless of how full the container is.

Table 1 - Shredding Service Costs

Container Size	Container Emptying Fee		
	Area A	Area B	Area C
28-35 Gallon	\$ 45.00	\$ 45.00	\$ 45.00
60-70 Gallon	\$ 52.00	\$ 52.00	\$ 52.00
90-100 Gallon	\$ 65.00	\$ 65.00	\$ 65.00

The highest frequency service interval available for each Area shall be defined according to Table 2 below. The Ordering Agency may request services at a less frequent interval, but may not request services at a higher frequency than what is listed below.

Table 2 - Highest Frequency Service Interval

Service Location	Highest Frequency Service Interval
Area A	Varies by City, See Below
Coeur d'Alene, Post Falls, Hayden	Every 2 Weeks
Sandpoint, Bonners Ferry, Athol	Every 4 Weeks
Kellogg, Wallace	Every 4 Weeks
St Maries	Every 8 Weeks
Lewiston, Moscow	Every 4 Weeks
Grangeville, Cottonwood, Orofino	Every 8 Weeks
Area B	Varies by City, See Below
Boise, Meridian	2x per week
Eagle, Nampa, Caldwell	Weekly
Star, Middleton, Kuna, Emmett	Monthly
Ketchum, Bellevue, Hailey, Shoshone	Every 2 Weeks
Twin Falls	Weekly
Mountain Home	Every 2 Weeks
Mccall, Cascade, Horseshoe Bend	Every 3 months
Payette, Fruitland	Every 2 Weeks
Weiser	Every 4 Weeks
Parma, Wilder, Homedale	Every 4 Weeks
Hagerman, Buhl	Every 4 Weeks
Jerome, Gooding, Wendell	Every 4 Weeks

Area C	Varies by City, See Below
Burley, Paul, Rupert	Every 4 Weeks
Pocatello, Chubbuck	Weekly
American Falls	Every 4 Weeks
Soda Springs, Montpelier	Every 12 Weeks
Salmon, Challis, Arco	Every 12 Weeks
Blackfoot	Every 2 Weeks
Idaho Falls, Ammon	Weekly
Driggs, Victor, St Anthony	Every 4 Weeks
Rigby, Rexburg	Every 2 Weeks

Attachment 3

Insurance Requirements

Prior to starting work under the contract (or as otherwise designated by the Purchasing Activity), the Contractor must provide certificates of insurance required herein and will maintain the insurance during the life of the Contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the requisite time period may be cause for cancellation of the contract.

Contractor shall carry liability and property damage insurance that will protect it and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

Contractor shall not commence work under the Contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, Contractor will keep in force all required insurance until the Contract is terminated.

1. **Commercial General and Umbrella Liability Insurance.** Contractor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Contract.
 - 1.1. CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
2. **Commercial Automobile and Commercial Umbrella Liability Insurance.** Contractor shall maintain Commercial Automobile Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
 - 2.1. 1.2.1 Bidder or offeror may request a waiver from providing Commercial Automobile and Commercial Umbrella Liability Insurance in its bid or proposal if the bidder or offeror will not use any owned, hired or non-owned vehicles to conduct business under the contract, if it is awarded the contract, and the State of Idaho will consider the request. If the bidder or offeror submits a request to waive the provision of Commercial Automobile and Commercial Umbrella Liability Insurance after the due date and time for receipt of bids or proposals, the State of Idaho may not consider the request.
3. **Workers Compensation Insurance and Employer's Liability.** Contractor shall maintain workers compensation and employer's liability. The employer's liability shall have limits not less than \$1,000,000 each accident for bodily insurance by accident, \$1,000,000 disease policy limit, and \$1,000,000 disease, each employee.
 - 3.1. Contractor must provide either a certificate of workers compensation insurance issued by a surety licensed to write workers compensation insurance in the State of Idaho, as evidence that the contractor has in effect a current Idaho workers compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.
4. **State of Idaho as Additional Insured:** The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the (agency) and its divisions, officers and employees as additional insured, but only with respect to the Contractor's activities to be performed under this Contract.

- 4.1. The Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing endorsements to the liability insurance policies showing the State of Idaho, the (agency) and its divisions, officers and employees as additional insured. The endorsements must also show the policy numbers and the policy effective dates.
 - 4.2. If a liability insurance policy provides for automatically endorsing additional insured when required by contract, then, in that case, the Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing copies of the policy pages that clearly identify the blanket endorsement.
5. **Notice of Cancellation or Change:** Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the Division of Purchasing (if the Contract was issued by the Division) or to the Purchasing Activity (contracting state agency) in accordance with the policy provisions.
6. Contractor shall request that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, and its divisions, officers and employees.
7. **Acceptable Insurers and Deductibles:** Insurance coverage required under the Contract shall be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and in good standing and authorized to transact business in Idaho. The Contractor shall be financially responsible for all deductibles, self-insured retention's and/or self-insurance included hereunder. The coverage provided by such policy will be primary to any coverage of the State on or related to the contract and shall provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability
8. **Waiver of Subrogation:** All policies shall contain waivers of subrogation. The Contractor waives all rights against the State and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles but such deductibles will not be deducted from any damages due to the State.