ATTACHMENT 5
ITB #20200311
Hazardous Waste Removal Services

INSURANCE REQUIREMENTS

Indemnity Agreement - The Vendor hereby agrees to indemnify and hold harmless Idaho State University, the State of Idaho, and the State Board of Education, its members, agents, servants, employees, and volunteers (each of the foregoing being hereinafter referred to as “Indemnified Party”) from any and all past, present or future liability claims, losses, demands, causes of action, and judgments, including attorney’s fees and costs on account of injury to persons including death resulting therefrom and damage to property arising out of the performance of this contract by the Vendor, employees and agents of the Vendor and Vendor’s property, except for liability arising out of the sole negligence of the Indemnified Party. The Vendor shall, at his or its own expense, defend any and all actions at law brought against an Indemnified Party and shall pay all attorney fees and other expenses, and promptly discharge any judgments arising therefrom. These conditions shall also apply to any subcontracted operations as approved in writing by Idaho State University.

Insurance - The Vendor shall procure and maintain insurance policies at the Vendor’s own expense and shall furnish certificates of insurance to Idaho State University naming the Idaho State University and the State of Idaho as an additional insured and loss payee. The certificate of insurance must document the liability insurance coverage purchased by the Vendor including the indemnity agreement as stated in A) above, as well as the cancellation clause below. All insurers must have an “AM Best” rating of A- or better and be licensed and admitted in Idaho.

In addition, the certificate of insurance must provide the following:

1. Name and address of authorized agent.
2. Name and address of insured
3. Name of insurance company(ies)
4. Types of insurance and description of coverage in standard terminology
5. Policy number
6. Policy period
7. Limits of Liability
8. Name and address of certificate holder
9. Signature of authorized agent
10. Telephone number of authorized agent
11. Details of special policy exclusions in comments section of the certificate of insurance.

The Vendor also agrees to purchase the following coverages:

(1) Workers’ Compensation -- The Vendor shall maintain all statutorily required Workers’ Compensation coverages.
The Vendor shall also maintain Employers Liability coverage with limits of no less than:

- Bodily Injury by Accident $100,000 each accident
- Bodily Injury by Disease $500,000 disease-policy limit
  $100,000 disease-each employee

(2) Commercial General Liability Insurance (CGL) – The Vendor shall procure and maintain a primary CGL including Products and Completed Liability and Contractual Liability coverage, in a combined bodily injury, property damage liability and personal injury policy.

Coverage under this policy will not be less than $3,000,000.00 in the aggregate and $1,000,000.00 each occurrence.

(3) Business Automobile Liability Insurance (BAP) - The Contractor shall procure and maintain a BAP with liability limits of not less than $1,000,000 per occurrence and $3,000,000 aggregate covering any owned, non-owned or hired autos. The coverage must be at least as broad as that provided under the ISO pollution liability-broadened coverage for covered autos endorsement. CA 99 48 shall be provided, and the Motor Carrier Act endorsement MCS 90 shall be attached.

(4) Environmental Liability Insurance (EL) - The Contractor shall procure and maintain an EL with liability limits of not less than $5,000,000 in the form of Pollution Legal Liability (PLL) or Contractor’s Pollution Liability (PL).

(5) Umbrella Liability (UL) - The Contractor shall procure and maintain a UL with liability limits of not less than $3,000,000.

Certificate Holder - the ‘certificate holder’ or ‘Idaho State University’ shall be listed as:

State of Idaho and Idaho State University
Attn: Environmental Health and Safety
921 South 8th Street, Stop 8410
Pocatello, ID 83209

A copy of each certificate needed to fulfill the requirements listed above must be filed with the ISU Department of Risk Management prior to the commencement of any work under this contract and current certificates will be maintained by sending updates and new certificates as needed in advance of their effective date and before the certificate being replaced expires.

Certificate Type - ACORD Certificates may be used, but they must include the indemnity agreement as outlined in A) above, as well as the cancellation clause as outlined below.

Cancellation Clause - Each policy has been endorsed to provide that the policy shall not
be canceled, changed, allowed to lapse, or allowed to expire for any reason, including without limitation non-payment of premiums, until forty-five (45) days after Idaho State University has received written notice thereof as evidenced by return receipt of registered letter. This cancellation notice requirement takes precedence over any other cancellation clause or notice that may appear on or within this form.

**Term of Insurance** - Insurance shall be in force from the first day of this contract, or first use, whichever is first, until such date as all work started under this contract is completed and all required documentation is delivered to the University, even though such completion or delivery may take place after the termination date of this contract or any extensions thereof.

Sign below that you will meet all of these insurance requirements.

**Name:** _________________________________________________________________________

**Company Name:** _________________________________________________________________________

**Date:** __________________________________________________________________________