

**PARTICIPATING ADDENDUM (“Addendum”)  
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM  
Office Furniture (2018-2023)  
Administered by the State of Utah (“Lead State”)**

**MASTER AGREEMENT  
Master Agreement No. MA145**

Herman Miller Inc. (“Contractor”)

And

The State of Louisiana (“Participating State”)  
Participating State Contract Number: 4400013419

The following products or services are included in this contract portfolio. Discounts are included in Attachment I:

- Workspace Furniture, to include:
  - Systems Furniture and Accessories
  - Desks/Tables and Accessories
  - Filing and Storage and Accessories
- Seating and Accessories
- Design Services (Note: Design Service Fees may only be applied to designing panel systems furniture.)
- Installation Services

The following products or services are **excluded** from purchase under this Participating Addendum and State Contract Number 4400013419:

- Professional Services
- Consulting Services
- Lease Agreements

**1. Scope**

This Addendum covers the Office Furniture (2018-2023) contracts led by the State of Utah along with a multi-state sourcing team for use by all state agencies and local government entities, institutions of higher education, and school districts located in the State of Louisiana who are authorized by the State of Louisiana statutes to utilize state contracts.

**2. Participation**

Use of specific NASPO ValuePoint cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state’s statutes to use state contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

**INDIVIDUAL CUSTOMER:** Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent

modified by this Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

**3. Term**

The term of this Participating Addendum and State Contract Number 4400013419 shall be effective April 30, 2018 (the "Effective Date") through January 21, 2023, unless otherwise terminated in accordance with the termination provisions of this Participating Addendum or the Master Agreement. This Participating Addendum and State Contract Number 4400013419 may be extended in accordance with the terms and conditions of the Master Agreement.

**4. Non-Exclusive Contract**

The contract shall be non-exclusive and shall not in any way preclude the State of Louisiana from entering into similar contracts and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.

**5. Modifications and/or Additions to the Master Agreement**

**A. Administrative Fee:**

Contractor shall pay a 1% administrative fee to the State of Louisiana. The fee shall be submitted quarterly and shall be based on the total net (gross sales minus returns, credits and deductions) sales to entities located in the State of Louisiana through State Contract Number 4400013419. The check is to be made payable to the State of Louisiana, Division of Administration, Office of State Procurement. The check is to be mailed to the Office of State Procurement, Attn: OSP Receivables Specialist, either through the U.S. Postal Service to our box at: P. O. Box 94095, Baton Rouge, LA 70804-9095 or through a courier service to our physical location at: 1201 North 3<sup>rd</sup> Street, Suite 2-160, Baton Rouge, LA 70802. Contractor shall indicate State Contract Number 4400013419 on the remittance. Payment shall be made in accordance with the following schedule:

<u>Quarter</u>	<u>Payment Period</u>	<u>Payment Due Date</u>
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

**B. Usage Reports:**

Contractor shall submit detailed contract usage reports quarterly to the Office of State Procurement Contracts Manager for State Contract Number 4400013419 in accordance with the below schedule. Initiation and submission of the quarterly reports to the Office of State Procurement is the responsibility of the Contractor without prompting or notification by the Office of State Procurement Contracts Manager. If these reports are not submitted in a timely manner, the Office of State Procurement shall have the right to terminate the contract.

The specific usage report content, scope, and format requirements is available on the Office of State Procurement website under Purchasing/Online Forms/Vendor Forms: <http://www.doa.la.gov/pages/osp/vendorcenter/forms/index.aspx>. In addition, the person's name who compiles the report and their contact information shall be provided. The Office of State Procurement reserves the right to request copies of any purchase orders issued against the contract.

The usage reports shall be submitted utilizing this format or an equivalent format that has been pre-approved by the Office of State Procurement.

Schedule for submittal of usage reports:

<u>Quarter</u>	<u>Reporting Period</u>	<u>Due Date</u>
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

**C. Amendments:**

Any further Amendments to the Master Agreement after the Effective Date of this Participating Addendum, that have been approved by the Lead State, will not be applicable to this Participating Addendum and will not be valid unless made in writing as an amendment to this Participating Addendum, signed by the parties and approved as required by the laws of the State of Louisiana. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any of the parties.

**D. Assignment:**

The Contractor shall not assign any interest in this Participating Addendum or State Contract Number 4400013419 by assignment, transfer or novation without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

**E. Termination:**

The State of Louisiana has the right to terminate this Participating Addendum, State Contract Number 4400013419, or any order issued pursuant to State Contract Number 4400013419 immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State of Louisiana; (e) Contractor's intentional violation of the Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

**Termination for Cause:** The State of Louisiana may terminate this Participating Addendum, State Contract Number 4400013419, or any order issued pursuant to State Contract Number 4400013419 for cause based upon the failure of Contractor to comply

with the terms and/or conditions of this Participating Addendum, State Contract Number 4400013419, or any order issued pursuant to State Contract Number 4400013419 provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this Participating Addendum, State Contract Number 4400013419, or any order issued pursuant to State Contract Number 4400013419 shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Participating Addendum, State Contract Number 4400013419, or any order issued pursuant to State Contract Number 4400013419, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

**Termination for Convenience:** The State of Louisiana may terminate this Participating Addendum, State Contract Number 4400013419, or any order issued pursuant to State Contract Number 4400013419 at any time (1) by giving thirty (30) days written notice to the contractor of such termination; or (2) by negotiating with the Contractor an effective date. The State shall pay Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

**Termination for Non-Appropriation of Funds:** The continuation of this Participating Addendum, State Contract Number 4400013419, or any order issued pursuant to State Contract Number 4400013419 is contingent upon the continuation of an appropriation of funds by the legislature to fulfill the requirements of this Participating Addendum, State Contract Number 4400013419, or any order issued pursuant to State Contract Number 4400013419. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Participating Addendum, State Contract Number 4400013419, or any order issued pursuant to State Contract Number 4400013419, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriations for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Participating Addendum, State Contract Number 4400013419, or any order issued pursuant to State Contract Number 4400013419; this Participating Addendum, State Contract Number 4400013419, or any order issued pursuant to State Contract Number 4400013419 shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Contractor should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

**F. Governing Law:**

This Participating Addendum, State Contract Number 4400013419, or any order issued pursuant to State Contract Number 4400013419 shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with

regard to this Participating Addendum, State Contract Number 4400013419, or any order issued pursuant to State Contract Number 4400013419 shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

**G. Taxes:**

Any taxes, other than State and local sales and use taxes from which the State of Louisiana is exempt, shall be assumed to be included within the total cost.

**H. Electronic Vendor Payment Solutions:**

The State desires to make payments electronically. The methods of payment may be via the State's LaCarte card (procurement card), EVP method that converts check payments to a Visa credit card account with unique security features and electronic remittance notifications, or EFT payments sent directly from the State's bank directly to the payee's bank. See Attachment II for additional information regarding electronic payment methods.

**I. Late Payments:**

Interest due by a State agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

**J. Public Information:**

For the purposes of this Participating Addendum, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect.

**K. Contract Controversies:**

Any claim or controversy arising out of this Participating Addendum, State Contract Number 4400013419, or any order issued pursuant to State Contract Number 4400013419, shall be resolved by the provisions of Louisiana Revised Statute 39:1673.

**L. Code of Ethics:** The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Participating Addendum, State Contract Number 4400013419, or any order issued pursuant to State Contract Number 4400013419. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this Participating Addendum, State Contract Number 4400013419, or any order issued pursuant to State Contract Number 4400013419.

**M. Right to Audit:** The State of Louisiana Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

**N. Contractors Cooperation/Close-Out:**

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if the Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or to withhold State owned documents.

**O. Commissioner's Statements:**

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding this Participating Addendum, the Contract, any Contractor and/or subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging the Commissioner's duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

**P. Insurance Requirements:**

Contractor will be required to provide the State of Louisiana with certificates of insurance effecting coverage(s) required, in accordance with Attachment III: Insurance Requirements for Contractors of this Participating Addendum. The Contractor shall maintain the insurance as shown in Attachment III: Insurance Requirements for Contractors of this Participating Addendum for the full term of this Participating Addendum and State Contract Number 4400013419. Failure to comply shall be grounds for termination of this Participating Addendum and State Contract Number 4400013419.

**6. Louisiana Pricing Schedule ("LAPS") Contract**

State Contract Number 4400013419 has been designated as a Louisiana Pricing Schedule ("LAPS") contract and LAC 34.V.1709 must be followed by Louisiana purchasing entities utilizing the contract.

**7. Primary Contacts**

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

**Contractor**

Name	Dave Gillman & Chris Blanchard
Address	855 East Main Avenue Zeeland, MI 49464
Telephone	616-654-8374; 616-654-5821
Fax	616-654-8278
E-mail	<a href="mailto:Dave_gillman@hermanmiller.com">Dave_gillman@hermanmiller.com</a> <a href="mailto:Chris_blanchard@hermanmiller.com">Chris_blanchard@hermanmiller.com</a>

**Participating State**

Name	Felicia Sonnier
Title	Assistant Director-Purchasing
Address	Office of State Procurement P. O. Box 94095 Baton Rouge, LA 70804-9095
Telephone	225-342-8029
Fax	225-342-9756
E-mail	<a href="mailto:felicia.sonnier@la.gov">felicia.sonnier@la.gov</a>

The Parties will keep and maintain current at all times a primary point of contact for administration of this Participating Addendum.

**8. Subcontractors**

All Herman Miller dealers and resellers authorized in the State of Louisiana, as shown on the dedicated Herman Miller (NASPO ValuePoint) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Price Agreement. The Herman Miller dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Price Agreement.

**9. Purchase Order Instructions**

All orders should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Contract # MA145" (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount, and itemized list of accessories of the service contract. Please channel your PO through one of our authorized resellers so they can arrange for proper ordering and installation of your unit.

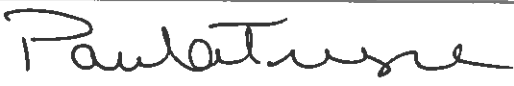
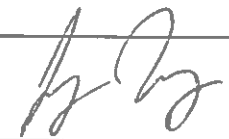
Orders shall be made out to the Authorized dealer. The State of Louisiana selects as their authorized Herman Miller dealer: Workplace Resource, LLC, 7884 Office Park Blvd., Baton Rouge, LA 70809.

**10. Price Agreement Number**


All purchase orders issued by purchasing entities within the jurisdiction of the Participating Addendum shall include the Participating State Contract Number: 4400013419 and the Lead State price agreement number: MA145.

This Participating Addendum and the NASPO ValuePoint Master Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the NASPO ValuePoint Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the NASPO ValuePoint Master Agreement and its exhibits, by any subsequent Purchase Order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the NASPO ValuePoint Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating State: State of Louisiana	Contractor: Herman Miller, Inc.
By: 	By: 
Name: Paula Tregre	Name: Jay Lanenga
Title: Director of State Procurement	Title: Director of Contracts
Date: 5/11/18	Date: 4/30/18

**Attachment I  
Products and Discounts**

 <b>Herman Miller</b>	<i>April 1, 2018</i>		
<small>Net Price Sheet for STATE OF LOUISIANA</small>	<b>NASPO Value Point National Program Pricing</b>		
<b>Term: 1/22/18 - 1/21/23</b>	<b>Discounts from List Price</b>		
<b>Contract # MA145 / Bid # RC17020</b>	<small>Price Book Date: February 5, 2017</small>		
<b>Product Line</b>	<b>\$ 1 - \$50,000</b>	<b>\$50,001 - \$150,000</b>	<b>\$150,000+</b>
Accessories	71.00	73.00	73.00
Action Office 1 & 2 Panels	71.00	73.00	73.00
Action Office 2 Components	71.00	73.00	73.00
Aeron Chairs	55.00	56.00	56.00
Aside Seating	55.00	56.00	56.00
Avive	68.00	68.25	70.00
Burdick Group	45.50	45.50	45.50
C-Style Overhead	67.50	68.25	70.25
Canvas Beam	67.50	68.25	70.25
Canvas Dock	67.50	68.25	70.25
Canvas Group	67.50	68.25	70.25
Canvas Metal Storage	67.50	68.25	70.25
Canvas Private Office	67.50	68.25	70.25
Canvas Wall	67.50	68.25	70.25
Canvas Wood Storage	67.50	68.25	70.25
Caper Chair	55.00	56.00	56.00
Celeste Seating	45.50	45.50	45.50
Celle Seating	54.00	54.50	54.50
Classical Seating	45.50	45.50	45.50
Eames Aluminum	45.50	45.50	45.50
Eames Tables (Stone Top)	45.50	45.50	45.50
Eames Tandem	45.50	45.50	45.50
Embody	54.00	54.50	54.50
Energy	67.50	68.25	70.25
Equa 2 Seating	56.00	57.50	57.50
Ergon 3 Seating	56.00	57.50	57.50
Ethospace	67.50	68.25	70.25
Everywhere Tables	66.00	66.25	68.00
Exclave Performance Gear	52.00	52.25	54.00
Geiger Contract	50.00	50.25	51.00
Geiger Levels	50.00	50.25	51.00
Geiger Shelf	50.00	50.25	51.00
Geiger Tablet	50.00	50.25	51.00
Geiger Triuna	50.00	50.25	51.00
Geiger Conference Tables	50.00	50.25	51.00
Geiger Caucus	50.00	50.25	51.00
Geiger Elsi	50.00	50.25	51.00
Geiger MP	50.00	50.25	51.00
Geiger Occasional Tables	50.00	50.25	51.00
Geiger Foray	50.00	50.25	51.00
Geiger Seating Guest	50.00	50.25	51.00
Geiger Seating	50.00	50.25	51.00
Geiger Seating Lounge	50.00	50.25	51.00
Geiger Stools	50.00	50.25	51.00



Product Line	\$ 1 - \$50,000	\$50,001 - \$150,000	\$150,000+
Healthcare Action Lab	50.00	50.25	51.00
Healthcare Casework	50.00	50.25	51.00
Healthcare Co/Struc	50.00	50.25	51.00
Healthcare Compass	53.00	53.25	54.00
Healthcare Mora	50.00	50.25	51.00
Healthcare Prospect	50.00	50.25	52.00
Herman Miller Tables	68.00	68.25	70.00
Intent	52.00	52.25	54.00
Intersect Portfolio	52.00	52.25	54.00
Keyn Chairs	48.00	48.25	50.00
Layout Studio	50.00	50.25	52.00
Lighting	67.50	68.25	70.25
Limerick	52.00	53.50	54.00
Locale	57.00	57.25	59.00
Meridian Towers	51.00	51.25	53.00
Meridian Lats	53.00	53.25	55.00
Meridian Peds	53.00	53.25	55.00
Meridian Storage & Bookcases	51.00	51.25	53.00
Metaform	52.00	52.25	54.00
Mirra 2	54.00	54.50	54.50
Motia Tables	66.00	66.25	68.00
Naughtone	45.50	45.50	45.50
Nemschoff	45.50	45.50	45.50
Plex Seating	45.50	45.50	45.50
Prospect	50.00	50.25	52.00
Public Office Landscape	53.00	53.25	55.00
Renew Link	66.00	66.25	68.00
Renew Tables	66.00	66.25	68.00
Resolve	52.00	52.25	54.00
Sayl Chairs	54.00	54.50	54.50
Setu Chairs	54.00	54.50	54.50
Setu Tables	50.00	50.25	52.00
Swoop Lounge Furniture	45.50	45.50	45.50
Textiles	67.50	68.25	70.25
Thrive Portfolio	53.00	53.25	55.00
Thrive - CBS	53.00	53.25	55.00
Thrive Global	53.00	53.25	55.00
Tu Peds	68.50	69.50	69.50
Tu Lats	64.00	64.25	66.00
Tu Storage	64.00	64.25	66.00
Tu Towers	64.00	64.25	66.00
Tu Wood Cases	64.00	64.25	66.00
Tu Wood Credenzas	64.00	64.25	66.00
Tu Wood Cubbies	64.00	64.25	66.00
Tu Wood Peds	64.00	64.25	66.00
Tu Wood Towers	64.00	64.25	66.00
Verus Seating	50.00	50.25	52.00

**Notes:**

Orders must be issued to a participating HMI Authorized dealer.

Discounts include product only dock delivery, services are additional.

Lead Times: Herman Miller has three easy-to-use lead time programs. When you order product from the 10 Day or Less or from the 20 Day or Less program you will receive it on time regardless of how busy we are. The Assigned lead time program is for product that may require a unique process with a unique lead time. Assigned does not always mean extended. See your local Herman Miller dealer for more details.

**Design and Installation Services:**

Workplace Resources offers the services below at the indicated hourly rates:

- Design: \$76.00/hour
- Install: \$47.50 for normal business hours; \$71.25 for overtime hours
- Monthly Storage: \$1.25 per square foot

**ATTACHMENT II – Electronic Vendor Payment Solutions**

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Vendor Payment solution (EVP) or Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or EVP or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or **ONLY** one (1) of the following options: EVP or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

**EVP** method converts check payments to a Visa credit card thereby streamlining payments to your organization. Participants receive a credit card account number with unique security features. This card will have \$0 available funds until an invoice is approved for payment. As payments are approved, electronic remittance notifications are sent via email along with approval to charge the card for that amount. EVP requires no change to current invoice procedures; it is secure, and does not require your bank information. Charges may apply.

**EFT** payments are sent from the State’s bank directly to the payee’s bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information is available at:

<http://www.doa.la.gov/OSRAP/EFTforWebsite.pdf>.

To facilitate this payment process, you will need to complete and return both EFT enrollment forms found at: <http://www.doa.la.gov/Pages/osrap/Forms/Forms.aspx> and <http://www.doa.la.gov/OSRAP/EFTforWebsite.pdf>

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already enrolled</u>
LaCarte	_____	_____

**Choose ONLY One (1) of the following options:**

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already enrolled</u>
EVP	_____	_____
EFT	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Virginia Yuzzer  
 Printed Name of Individual Authorized

Virginia Yuzzer  
 Authorized Signature for payment type chosen

Virginia.Yuzzer@wpstx.com  
 Email address and phone number of authorized individual

210.645 4533

5.8.14  
 Date

**ATTACHMENT III**  
**INSURANCE REQUIREMENTS FOR CONTRACTORS**

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

**1. Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

**2. Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

**3. Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

**B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions shall be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

**C. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

**1. General Liability and Automobile Liability Coverages**

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

**2. Workers Compensation and Employers Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

### 3. All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 24 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.
- c. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- d. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- e. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

### D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

### E. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

### F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

### G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not

assert a claim against, the State of Louisiana, its Departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its Departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its Departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

**H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.