

**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
PARTICIPATING ADDENDUM
Tires, Tubes and Services Contract
Administered by the State of Iowa ("Lead State")**



**MASTER AGREEMENT
Master Agreement No.19102**

Contractor: Bridgestone Americas Tire Operations, LLC

And

Participating Entity: State of Louisiana
Participating State Contract Number: 4400016436

The following products or services are included in this contract portfolio:
Tires, Tubes and Services

The following products or services are **excluded** from purchase under this Participating Addendum and State Contract Number 4400016436:

- Professional Services, beyond those services listed in the Master Agreement
- Consulting Services
- Lease Agreements

1. Scope

This Participating Addendum covers the Tire, Tubes & Services contracts, led by the State of Iowa, 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.

3. Term

The term of this Participating Addendum and State Contract Number 4400016436 shall be effective upon the date of final execution below (the "Effective Date") by the State of Louisiana or April 1, 2019, whichever is later, through March 31, 2024, unless otherwise terminated in accordance with the termination provisions of this Participating Addendum or the Master Agreement. This Participating Addendum and State Contract Number 4400016436 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. Section 1.4 Amendments, ADD the following clause:

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.

B. Section 1.6 Administrative Fees, ADD the following clause:

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 under the contract. 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 3rd Street, Suite 2-160, Baton Rouge, LA 70802. Contractor shall indicate State Contract 4400016436 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

C. Section 1.7 Usage Reports, ADD the following clause:

The Contractor shall submit detailed contract usage reports **quarterly** to the Office of State Procurement Contracts Manager for the contract 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/Vendor Center/Vendor Forms: <http://www.doa.la.gov/pages/osp/vendorcenter/forms/index.aspx>.

In addition, the person's name who compiled 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

D. Section 1.17 Payment, ADD the following clauses:

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) or EFT payments sent directly from the State's bank directly to the payee's bank. See Attachment A for additional information regarding electronic payment methods.

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.

E. Section 1.21 Insurance, MODIFY to read as follows:

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.

Minimum Scope and Limits of Insurance

1. Workers Compensation

Workers Compensation Insurance shall be in compliance with the Workers Compensation laws of the State of the Contractor's headquarters. Employer's 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 Employer's 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.

Deductibles and Self-Insured Retentions

The Contractor shall be responsible for all deductibles and self-insured retentions.

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 to 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, with regard to the services performed under this contract, as respects to 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 to the extent caused by work performed by the Contractor for the Agency.
3. All Coverages
 - a. Coverage shall not be cancelled, 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 (10) 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. 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.
 - c. 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.
 - d. 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.

Acceptability of Insurers

1. 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 an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for worker's compensation coverage only.
2. 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.

Verification of Coverage

1. Contractor shall furnish the Agency with Certificates of Insurances 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.

2. In addition to the Certificates, Contractor shall submit the cancellation provision endorsement for each insurance policy.
3. 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.

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 the Contractor, its owners, agents, and employees. The parties further agree that the 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, employees harmless from any such assertion or claim that may arise from the performance of this contract.

Indemnification/Hold Harmless Agreement

1. 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, an 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.
2. 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.
3. Contractor is not responsible for the actions of the Independent Dealers per the Master Agreement.

Third Party Beneficiaries

Both Bidder/Contractor and the State understand and agree that the terms and conditions of this contract are not intended to, nor do they confer any rights, benefits, or remedies upon any person or entity other than the parties hereto.

**F. Section 1.22 Records Administration and Audit, ADD the following clauses:
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 with reasonable advance notice.

Record Retention:

The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

G. Section 1.25 Assignment/Subcontracts, ADD the following clause:

The Contractor shall not assign any interest in this Participating Addendum or State Contract Number 4400016436 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.

H. Section 1.28 Termination, ADD the following clauses:

Termination:

The State of Louisiana has the right to terminate this Participating Addendum, State Contract Number 4400016436, or any order issued pursuant to State Contract Number 4400016436 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 4400016436, or any order issued pursuant to State Contract Number 4400016436 for cause based upon the failure of Contractor to comply with the terms and/or conditions of this Participating Addendum, State Contract Number 4400016436, or any order issued pursuant to State Contract Number 4400016436 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 4400016436, or any order issued pursuant to State Contract Number 4400016436 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 4400016436, or any order issued pursuant to State Contract Number 4400016436, 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 4400016436, or any order issued pursuant to State Contract Number

4400016436 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 4400016436, or any order issued pursuant to State Contract Number 4400016436 is contingent upon the continuation of an appropriation of funds by the legislature to fulfill the requirements of this Participating Addendum, State Contract Number 4400016436, or any order issued pursuant to State Contract Number 4400016436. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Participating Addendum, State Contract Number 4400016436, or any order issued pursuant to State Contract Number 4400016436, 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 4400016436, or any order issued pursuant to State Contract Number 4400016436; this Participating Addendum, State Contract Number 4400016436, or any order issued pursuant to State Contract Number 4400016436 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.

I. Section 1.35.2 Governing Law, ADD the following language:

This Participating Addendum, State Contract Number 4400016436, or any order issued pursuant to State Contract Number 4400016436 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 4400016436, or any order issued pursuant to State Contract Number 4400016436 shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

J. Section 1.38 Lease or Alternative Financing Methods, VOID in its entirety

K. ADD all of the following clauses:

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. Waste Tire Fees shall be billed as appropriate.

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.

Contract Controversies:

Any claim or controversy arising out of this Participating Addendum, State Contract Number 4400016436, or any order issued pursuant to State Contract Number 4400016436, shall be resolved by the provisions of Louisiana Revised Statute 39:1673.

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 4400016436, or any order issued pursuant to State Contract Number 4400016436. 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 4400016436, or any order issued pursuant to State Contract Number 4400016436.

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.

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.

Contractor's Certification of No Federal Suspension or Debarment:

By signing this Addendum, the Contractor certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

Secretary of State Registration Requirement:

In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

Signature Authority:

Evidence of authority to contract with the State of Louisiana must be provided. One of the following must apply to the Contractor:

A. The signer of this Participating Addendum is either a corporate officer, who is listed on the most current annual report on file with the Louisiana Secretary of State, or a member of a partnership or partnership in commendam, as reflected in the most current partnership records on file with the Louisiana Secretary of State. A copy of the annual report or partnership record must be submitted to the Louisiana Office of State Procurement before contract award.

B. The signer of this Participating Addendum is a representative of the Contractor authorized to sign this Participating Addendum as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. If this applies, a copy of the resolution, certification, or other supportive documents must be submitted to the Louisiana Office of State Procurement before contract award.

C. The Contractor has filed with the Louisiana Secretary of State an affidavit or resolution or other acknowledged/ authentic document indicating that the signer of this Participating Addendum is authorized to submit bids for public contracts. A copy of the applicable document must be submitted to this office before contract award.

D. The signer of the Participating Addendum has been designated by the Contractor as an authorized signer on the Contractor's vendor registration on file with the Louisiana Office of State Procurement.

Prohibition of Discriminatory Boycotts of Israel:

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contracts with a value of \$100,000 or more and for any Contractor with 5 or more employees, the Contractor certifies that it is not engaging in a boycott of Israel and it will, for the duration of its contractual obligations, refrain from a boycott of Israel.

Requirements of Approved Distributors/Independent Dealers:

As stated in the Independent Dealer Agreement, in order to be added to the State Contract 4400016436 as an Authorized Distributor, vendors must meet the following requirements:

- be approved and added to the Contractor's Approved Distributor Listing
- be enrolled in LaGov, provided a vendor number, and submit a W-9 (information provided in LaGov should match the information provided by the Contractor's Approved Distributor Listing and W-9, i.e. dba name)
- be registered and in good standing with the Louisiana Secretary of State
- have no suspensions or debarments listed on the General Services Administration's website, www.sam.gov
- must meet the same minimum insurance requirements as the Contractor listed above in 5E
- Individual requesting that Distributor be added to Contractor's Approved Distributor Listing must have signature authority to bind the company, by one of the methods listed above in "Signature Authority".

Failure to meet all of the above requirements will prevent the distributor from being added to the contract.

Failure to maintain any of the above requirements during the contract period may result in the removal of the distributor from the contract.

The Contractor is responsible for making their distributors aware of these requirements as part of their Recruitment and Education of Approved Distributors process.

Contractor will submit copies of all approved Independent Dealer Agreements to the Louisiana Office of State Procurement for review and approval prior to the State adding any distributors to the contract.

6. Louisiana Pricing Schedule ("LAPS") Contract

State Contract Number 4400016436 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	Gregg Trosper
Title	Manager Government Utility and Military Sales
Address	200 4 th Avenue South Nashville, TN 37201
Telephone	615-937-3794
Fax	
E-mail	Trosper.gregg@bfusa.com

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	felicia.sonnier@la.gov

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

8. Subcontractors

All contractors, dealers, and resellers authorized in the State of Louisiana, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. For the avoidance of doubt, Bridgestone Independent Authorized Dealers are not considered subcontractors for the purposes of this Agreement.

9. Orders

Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Participating Addendum and/or State Contract Number 4400016436 shall be

deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

10. Delivery

All deliveries will be F.O.B. destination. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations. There is no minimum order for delivery.

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 and supersedes all previous communications, representations or agreements, whether oral or written. 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: Bridgestone Americas Tire Operations, LLC
By:  Felicia M. Sommer, Assistant Director	 By: Gregg Trospen
Name: Paula Tregre	Name: Gregg Trospen
Title: Director of State Procurement	Title: Manager Gov & Military Sales
Date: 5/8/19	Date: 4/30/19

ATTACHMENT A – 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 Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card 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 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.

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 and an enrollment form is available at: <http://www.doa.la.gov/osrap/ISIS%20EFT%20Form.pdf>

To facilitate this payment process, you will need to complete and return the EFT enrollment form contained in the link above.

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	_____	_____
EFT	_____	_____

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual