

**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
PARTICIPATING ADDENDUM ("Addendum")**



Body Armor and Ballistic Resistant Products
Administered by the State of Colorado ("Lead State")

MASTER AGREEMENT
Master Agreement Number 164722

Survival Armor, Inc. ("Contractor")

And

The State of Louisiana ("Participating State")
Participating State Contract Number: 4400020595

The following products or services are included in this contract portfolio:

- All authorized elements of Master Agreement Number 164722 not herein excluded.

The following products or services are **excluded** from purchase under this Participating Addendum and State Contract Number 4400020595:

- N/A

1. Scope

This Participating Addendum covers the Body Armor and Ballistic Resistant Products contracts led by the State of Colorado 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 the State of Louisiana's statutes to use state contracts are subject to the prior approval of the State of Louisiana Chief Procurement officer. Issues of interpretation and eligibility for participation in the State's program are solely within the authority of the State Chief Procurement officer.

3. Term

The term of this Participating Addendum and State Contract Number 4400020595 shall be effective upon the date of final execution below (the "Effective Date") by the State of Louisiana through November 10, 2022, unless otherwise terminated in accordance with the termination provisions of this Participating Addendum or the Master Agreement. This Participating Addendum and State Contract Number 4400020595 may be extended in accordance with the terms and conditions of the Master Agreement.

4. Non-Exclusive Contract

This Participating Addendum and State Contract Number 4400020595 are non-exclusive and shall not in any way preclude State Agencies or Political Subdivisions of the State of Louisiana from entering into similar agreements, 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 or Rebate:

The Contractor shall pay a 2% administrative fee or rebate to the State of Louisiana, Office of State Procurement (OSP). The administrative fee or rebate 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. Initiation and submission of the administrative fee or rebate to OSP is the responsibility of the Contractor without prompting or notification by the State Procurement Analyst (SPA). If these administrative fees or rebates are not submitted in a timely manner, OSP shall have the right to terminate this Participating Addendum and State Contract Number 4400020595.

The check is to be made payable to: Louisiana DOA 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 OSP's box at: P. O. Box 94095, Baton Rouge, LA 70804-9095 or through a courier service to OSP's physical location at: 1201 North 3rd Street, Suite 2-160, Baton Rouge, LA 70802. 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

NOTE: CONTRACTOR SHALL INDICATE STATE CONTRACT NUMBER 4400020595 ON THE REMITTANCE. WHEN SUBMITTING ONE (1) REMITTANCE FOR MORE THAN ONE (1) CONTRACT, CONTRACTOR SHALL INDICATE ALL STATE CONTRACT NUMBERS AND THE AMOUNT FOR EACH.

B. Usage Reports:

The Contractor shall submit detailed contract usage reports quarterly to the State Procurement Analyst (SPA) for State Contract Number 4400020595 in accordance with the below schedule. Initiation and submission of the quarterly reports to the SPA is the responsibility of the Contractor without prompting or notification by the SPA. If these reports are not submitted in a timely manner, the Office of State Procurement (OSP) shall have the right to terminate this Participating Addendum and State Contract Number 4400020595.

The specific usage report content, scope, and format requirements are available on the OSP 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. OSP reserves the right to request copies of any purchase orders issued against State Contract Number 4400020595.

The usage reports shall be submitted utilizing this format or an equivalent format that has been pre-approved by OSP. 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. Modifications:

No amendment or modification of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any of the parties.

D. 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.

E. Assignment:

The Contractor shall not assign any interest in this Participating Addendum or State Contract Number 4400020595 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.

F. Termination:

The State of Louisiana has the right to terminate this Participating Addendum, State Contract Number 4400020595, or any order issued pursuant to State Contract Number 4400020595 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 Louisiana 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 4400020595, or any order issued pursuant to State Contract Number 4400020595 for cause based upon the failure of Contractor to comply with the terms

and/or conditions of this Participating Addendum, State Contract Number 4400020595, or any order issued pursuant to State Contract Number 4400020595 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 4400020595, or any order issued pursuant to State Contract Number 4400020595 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 4400020595, or any order issued pursuant to State Contract Number 4400020595, 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 4400020595, or any order issued pursuant to State Contract Number 4400020595 for convenience 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 4400020595, or any order issued pursuant to State Contract Number 4400020595 is contingent upon the continuation of an appropriation of funds by the legislature to fulfill the requirements of this Participating Addendum, State Contract Number 4400020595, or any order issued pursuant to State Contract Number 4400020595. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Participating Addendum, State Contract Number 4400020595, or any order issued pursuant to State Contract Number 4400020595, 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 4400020595, or any order issued pursuant to State Contract Number 4400020595; this Participating Addendum, State Contract Number 4400020595, or any order issued pursuant to State Contract Number 4400020595 shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

The 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.

G. Default of Contractor:

Failure to provide goods and/or services within the time frame(s) specified and according to the other terms and conditions specified in this Participating Addendum and State Contract Number 4400020595 constitutes a default by the Contractor and may cause

cancellation of this Participating Addendum, State Contract Number 4400020595, or any order issued pursuant to State Contract Number 4400020595. Where the State has determined the Contractor to be in default the State reserves the right to purchase any or all products or services covered by this Participating Addendum, State Contract Number 4400020595, or any order issued pursuant to State Contract Number 4400020595 on the open market and to charge the Contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting Contractor will be considered.

H. Governing Law:

This Participating Addendum, State Contract Number 4400020595, or any order issued pursuant to State Contract Number 4400020595 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 4400020595, or any order issued pursuant to State Contract Number 4400020595 shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

I. 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.

J. 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 – Electronic Vendor Payment Solutions of this Participating Addendum for additional information regarding electronic payment methods.

K. 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.

L. 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.

M. Contract Controversies:

Any claim or controversy arising out of this Participating Addendum, State Contract Number 4400020595, or any order issued pursuant to State Contract Number 4400020595, shall be resolved by the provisions of Louisiana Revised Statute 39:1673.

N. 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 4400020595, or any order issued pursuant to State Contract Number 4400020595. The Contractor agrees to immediately notify the State of Louisiana if potential violations of the Code of Governmental Ethics arise at any time during the term of this Participating Addendum, State Contract Number 4400020595, or any order issued pursuant to State Contract Number 4400020595.

O. Right to Audit:

The State of Louisiana Legislative Auditor, Federal Auditors and Internal Auditors of the Louisiana Division of Administration (DOA), or others so designated by the DOA, shall have the option to audit all Contractor accounts directly pertaining to this Participating Addendum, State Contract Number 4400020595, or any order issued pursuant to State Contract Number 4400020595 for a period of five (5) years from the date of final payment made under this Participating Addendum, State Contract Number 4400020595, or any order issued pursuant to State Contract Number 4400020595 or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

P. Record Retention:

The Contractor shall maintain all records in relation to this Participating Addendum, State Contract Number 4400020595, or any order issued pursuant to State Contract Number 4400020595 for a period of at least five (5) years after final payment.

Q. 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 this Participating Addendum, State Contract Number 4400020595, or any order issued pursuant to State Contract Number 4400020595 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.

R. Contractor's Certification of No Federal Suspension or Debarment:

By signing this Participating 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 this Participating Addendum and Contract Number 4400020595 and debarment from future contracts.

S. 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.

T. Prohibition of Discriminatory Boycotts of Israel:

In accordance with La. R.S. 39:1602.1, for any contract with a value of \$100,000 or more and for any Contractor with five (5) or more employees, the Contractor, or

Subcontractor, shall certify that it is not engaging in a boycott of Israel and shall, for the duration of its contractual obligations, refrain from a boycott of Israel.

The State of Louisiana reserves the right to terminate this Participating Addendum, State Contract Number 4400020595, or any order issued pursuant to State Contract Number 4400020595, if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this Participating Addendum, State Contract Number 4400020595, or any order issued pursuant to State Contract Number 4400020595.

U. Insurance Requirements:

Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required, in accordance with **Attachment B: Insurance Requirements for Contractors** of this Participating Addendum. The Contractor shall maintain the insurance for the full term of this Participating Addendum, State Contract Number 4400020595, or any order issued pursuant to State Contract Number 4400020595. Failure to comply shall be grounds for termination of this Participating Addendum, State Contract Number 4400020595, or any order issued pursuant to State Contract Number 4400020595.

6. Louisiana Pricing Schedule ("LAPS") Contract

State Contract Number 4400020595 has been designated as a Louisiana Pricing Schedule ("LAPS") contract and LAC 34.V.1709 must be followed by Louisiana purchasing entities utilizing State Contract Number 4400020595.

7. Primary Contacts

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

Contractor

Name	Jeanine Mason
Address	12621 Corporate Lakes Drive, Unit #8, Fort Myers FL 33913
Telephone	(866) 868-5001 or Direct (239) 210-0891 ext 104
Fax	(239) 210-0891 (239) 210-0898 jeaninemason@survivalarmor.com
E-mail	jeaninemason@survivalarmor.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. Signature Authority

Evidence of signature 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 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 Secretary of State. **A copy of the annual report or partnership record must be submitted to the Louisiana Office of State Procurement before finalization of this Participating Addendum.**
- 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 finalization of this Participating Addendum.**
- c) The Contractor has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to sign this Participating Addendum. **A copy of the applicable document must be submitted to the Office of State Procurement before finalization of this Participating Addendum.**
- d) The signer of this Participating Addendum has been designated by the Contractor as authorized to sign this Participating Addendum on the Contractor's vendor registration on file with the Louisiana Office of State Procurement.

9. Authorized Dealers

All Survival Armor, Inc. Distributors authorized in the State of Louisiana, as shown on the dedicated Survival Armor, Inc. NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's Distributor's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

In order to be added to State Contract Number 4400020595 as an Authorized Distributor, the distributor must meet the following requirements:

- a) Be approved and added to the Contractor's Approved Distributor Listing;
- b) Be enrolled in the State of Louisiana LaGov Vendor System;
- c) Be registered and in good standing with the Louisiana Secretary of State's office;
- d) Have no suspensions or debarments listed on the General Services Administration's website (www.sam.gov)


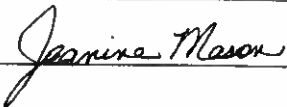
10. Orders

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 4400020595 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.

11. Entire Agreement

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: Survival Armor, Inc.
By: 	By: 
Name: Paula Tregre	Name: Jeanine Mason
Title: Director of State Procurement	Title: Director of Contracts & Export
Date: 3/25/2021	Date: 02/08/2021

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 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 by contacting the Office of Statewide Reporting & Accounting Policy at DOA-OSRAP-EFT@la.gov.

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

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	✓	_____

Kurt Osborne / President
 Printed Name of Individual Authorized


 Authorized Signature for payment type chosen

02/08/2021
 Date

kurtosborne@survivalarmor.com / 704-622-7340
 Email address and phone number of authorized individual

ATTACHMENT B – Insurance Requirements for Contractors

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.

4. **Cyber Liability**

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable.

5. **Professional Liability (Errors and Omissions)**

Professional Liability (Errors & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000 per claim. Claims-made coverage is acceptable.

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.

Attachment B - Price List

Vendor Name: SURVIVAL ARMOR, INC.

MARKET BASKET ITEMS

Product	Type	Manufacturer (Brand and Series)	Manufacturer Catalog	NIU - CPL Model Designation	Gender (M=Male, N=Neutral, F=Female)	NU Standard(s)	Threat Level	MSRP	BID Price	% Discount
Ballistic-resistant vest (including carrier)	Handgun Protection	SURVIVAL ARMOR, INC. / PHOENIX G	6 & 9	LC-II	M or N	0101.06	II	\$ 1,380.00	\$ 538.20	61.00%
Ballistic-resistant vest (including carrier)	Handgun Protection	SURVIVAL ARMOR, INC. / PHOENIX G	6 & 9	LT-3A	M or N	0101.06	IIIA	\$ 1,615.00	\$ 629.85	61.00%
Ballistic-resistant vest (including carrier)	Handgun Protection	SURVIVAL ARMOR, INC. / PHOENIX G	6 & 9	LC-FEM-II	F	0101.06	II	\$ 1,380.00	\$ 538.20	61.00%
Ballistic-resistant rifle plate(s) (including carrier)	Handgun Protection	SURVIVAL ARMOR, INC. / PHOENIX G	6 & 9	LW-FEM-III	F	0101.06	IIIA	\$ 1,615.00	\$ 629.85	61.00%
Ballistic-resistant rifle plate(s) (including carrier)	Rifle Protection	SURVIVAL ARMOR, INC. / IMPC-CYBERDYNE with 226 & 28	26 & 28	AR1000	M or N	0101.06	III	\$ 870.00	\$ 339.30	61.00%
Ballistic-resistant Stand-alone Plate	Rifle Protection	SURVIVAL ARMOR, INC. / IMPC-PARAPET with 226 & 28	26	4S17	M or N	0101.06	IV	\$ 990.00	\$ 386.10	61.00%
Ballistic-resistant Stand-alone Plate	Rifle Protection	SURVIVAL ARMOR, INC. / CYBERDYNE 10x12	26	AR1000	M or N	0101.06	III	\$ 355.00	\$ 138.45	61.00%
Stab-resistant Vest (including carrier)	Rifle Protection	SURVIVAL ARMOR, INC. / PARAPET 10x12	26	4S17	M or N	0101.06	IV	\$ 380.00	\$ 148.20	61.00%
Stab-resistant Vest (including carrier)	Spike Protection	SURVIVAL ARMOR, INC. / PEACKEEPER	7	SKS-1	M or N	0115.00	1/Spike	\$ 1,002.00	\$ 390.78	61.00%
Stab-resistant Vest (including carrier)	Spike Protection	SURVIVAL ARMOR, INC. / PEACKEEPER	7	SKS-2	M or N	0115.00	2/Spike	\$ 1,135.00	\$ 442.65	61.00%
Combination Vest (including carrier)	Spike Protection	SURVIVAL ARMOR, INC. / PEACKEEPER	7	SKS-3	M or N	0115.00	3/Spike	\$ 1,945.00	\$ 524.55	61.00%
Combination Vest (including carrier)	Handgun-Spike	SURVIVAL ARMOR, INC. / PEACKEEPER	7	BIIS2-2	M or N	0101.06-0115.00	II-2/Spike	\$ 1,711.00	\$ 667.29	61.00%
Combination Vest (including carrier)	Handgun-Spike	SURVIVAL ARMOR, INC. / PEACKEEPER	7	BF2-52	F	0101.06-0115.00	II-2/Spike	\$ 1,711.00	\$ 667.29	61.00%
K-9 Vest	Handgun-Spike	SURVIVAL ARMOR, INC. / PEACKEEPER	7	B3AS3-6	M or N	0101.06-0115.00	IIIA-3/Spike	\$ 1,880.00	\$ 733.20	61.00%
Ballistic Shields	Ballistic, Stab, or Comb.	SURVIVAL ARMOR / PERFORMANCE / BALLISTIC	30	N/A	N/A	0101.06	II	\$ 1,225.00	\$ 477.75	61.00%
Ballistic Helmet	Handgun or Rifle Protection	SURVIVAL ARMOR / SPECTER IIIA	29	n/a	N/A	0108.01	IIIA	\$ 2,525.00	\$ 984.75	61.00%
	Handgun Protection	SURVIVAL ARMOR / 301 PASGT	28	n/a	N/A	0106.01	IIIA	\$ 740.00	\$ 288.60	61.00%

NON-MARKET BASKET ITEMS

Product	Type	Manufacturer	Size	Gender (M=Male, N=Neutral, F=Female)	Threat Level	Minimum % Discount from MSRP (per each)
Trauma Pack	Soft		All	N/A	N/A	61.00%
Trauma Plate	Hard		All	N/A	N/A	61.00%
Insert	Soft or Hard		All	N/A	N/A	61.00%
Protector (groin, shoulder, throat, etc.)	Soft or Hard		All	N/A	All	61.00%
Carriers	Uniform, Concealable, Tactical		All	M, F, N	N/A	61.00%
Pouches	All		All	N/A	N/A	61.00%
Replacement Vest Straps	All		All	N/A	N/A	61.00%
ID Patches	All		All	N/A	N/A	61.00%
Carry Bags	All		All	N/A	N/A	61.00%
Face Shields	Vest, Shield, Helmet		All	N/A	N/A	61.00%
Helmet Accessories	All		All	N/A	N/A	61.00%
Shield LED Lights	All		All	N/A	N/A	61.00%
Shield Accessories	All		All	N/A	N/A	61.00%
Other Accessories	All		All	N/A	N/A	61.00%