**Attachment No. 3**

**BlueForge Alliance**

**Insurance Requirements- BFA-Prime**

Prior to the commencement of Work under this Purchase Order, Seller shall secure and maintain, at no expense to Buyer, policy or policies of insurance as detailed below. Evidence of such insurance shall be delivered to Buyer’s contact identified on the face of the Purchase Order at:

Attn: Procurement

BlueForge Alliance

3891 S. Traditions Drive

Bryan, TX 77807

[Procurement@blueforgealliance.us](mailto:Procurement@blueforgealliance.us)

1. General Liability. A policy of commercial general liability insurance, written on an insurance industry standard occurrence form, including all the usual coverages known as: premises/operations liability; products/completed operations; personal injury; contractual liability; independent contractor’s liability; and fire damage legal liability. Such policy(ies) must provide the following minimum limit:
   1. Bodily injury liability insurance coverage written on the comprehensive form of policy of at least $500,000 per occurrence.
   2. Property damage liability insurance shall be required only in special circumstances by the Buyer.

Any deductible or self-insured retention must be disclosed and is subject to approval by BlueForge’s risk manager. The cost of any claim payments falling within the deductible shall be the responsibility of the Seller.

1. Automobile Liability. Automobile liability insurance written on the comprehensive form of policy is required. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the Purchase Order. Policies covering automobiles operated in the United States shall provide coverage of at least $200,000 per occurrence for bodily injury and $20,000 per occurrence of property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
2. Workers’ Compensation. Seller is required to comply with applicable Federal and State workers’ compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer’s liability section of the insurance policy, except when contract operations are so comingled with a contractor’s commercial operations that it would not be practical to require this coverage. Employer’s liability coverage of at least $100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers’ compensation to be written by private carriers.
3. Seller shall require its subcontractors to secure and maintain the same forms and minimum limits of insurance required of Seller in paragraphs (1) through (3) above. All insurance must be evidenced to the risk manager of BlueForge prior to initiating work.

If any such insurance policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of the Purchase Order. The policy shall state that coverage is claims made and state the retroactive date. Claims made form coverage shall be maintained by Seller for a minimum of three (3) years, except for professional liability which shall be for seven (7) years, following the expiration or earlier termination of the Purchase Order. Seller shall provide BlueForge with annual proof of renewals of such coverage. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, Seller shall purchase an extended reporting period (“tail”) or execute another form of guarantee acceptable to the risk manager of BlueForge assuring financial responsibility for liability for services performed.

All insurance, as provided under paragraphs (1) and (2) above, shall be endorsed to include BlueForge Alliance, its officers and employees as additional insured, and shall not be reduced or cancelled without thirty (30) days prior written notice to the risk manager at BlueForge. In addition, Seller’s insurance shall be primary with respect to BlueForge, and any other insurance maintained by BlueForge shall be excess and not contributing insurance with Seller’s insurance. Insurance provided under paragraph (3) must include a written approval by the insurer to waive its right of subrogation and this approval must be shown on the certificate of insurance that will be provided to BlueForge prior to beginning any Work on BlueForge premises.

1. Evidence of Insurance. Seller shall furnish to BlueForge’s contact identified on the face of the Purchase Order evidence of such insurance coverages as required above, ten (10) days prior to the start of any Work. Notification shall be in the form of a Certificate of Insurance signed by an authorized representative of the insurance company. The Certificate of Insurance must state BlueForge Alliance is named as the certificate holder and an additional insured and Seller’s insurance will provide primary coverage. The Certificate of Insurance must also show that a waiver of subrogation has been endorsed by Seller’s workers’ compensation insurance policy. BlueForge must be provided thirty (30) days written notice prior to any change, substitution, or cancellation, prior to the normal expiration date of subject insurance.
2. Self-insurance. Should Seller be self-insured, for any of all of the above insurance requirements, a letter from the corporate risk manager, or appropriate finance office is acceptable, stipulating if actuarially funded and fund limits; plus, any excess declaration pages to meet the contract requirements. This letter should also advise how Seller would protect and defend BlueForge as an additional insured in its self-insured layer and include claims handling directions in the event of a claim.
3. Subcontractors. Seller shall include all subcontractors as Insureds under its policies or shall furnish separate certificate of insurance, as stated above, for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein and applicable to their profession.