


INVITATION TO BID		BID DUE DATE AND TIME
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE		11/07/2024 11:00 AM CT
SOLICITATION RFQ-0000002376 SUPPLIER # SUPPLIER NAME AND ADDRESS <div style="border: 1px solid black; height: 100px; width: 100%; margin-top: 10px;"></div>	RETURN BID TO Louisiana State University and Agricultural and Mechanical College Procurement 213 Thomas Boyd Hall Baton Rouge, LA 70803 Buyer Jamie Phillips Maddie Buyer Phone +1 (225) 578-7552 Buyer Email jphil41@lsu.edu Issue Date 10/17/2024	
TITLE: Timber Sale at Hill Farm Research Station		
<p>To Be Completed By Supplier</p> <ol style="list-style-type: none"> _____ "No Bid" (sign and return this page only). _____ My Company does not wish to receive future solicitations for this spend category. Specify your Delivery: To be made within _____ days after receipt of order. If applicable, Supplier's Addendum Acknowledgement/Response: As an authorized agent/signatory of the supplier, I/we acknowledge receipt of this Addendum, and _____ submit no alterations/clarifications to our original bid. _____ submit superseding revisions/clarifications to our original bid as written herein or attached hereto. <p>General Instructions to Suppliers</p> <ol style="list-style-type: none"> Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by LSU Procurement at the "Return Bid To" address stated above, until the specified due date and time. Read the entire solicitation, including all terms, conditions and specifications. All bid information and prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit price are to be initialed by the supplier. Bid prices are to be quoted FOB LSU/Destination and inclusive of any and all applicable shipping and handling charges unless otherwise specified in the solicitation. Any invoiced delivery charges not quoted and itemized on the LSU purchase order are subject to rejection and non-payment. Payment is to be made within 30 days after receipt of properly executed invoice, or delivery and acceptance, whichever is later. By signing this solicitation, the supplier certifies compliance with all general instructions to suppliers, terms, conditions and specifications; and further certifies that this bid is made without collusion or fraud. 		
SUPPLIER NAME	MAILING ADDRESS	
AUTHORIZED SIGNATURE	CITY, STATE ZIP	
PRINTED NAME	PHONE #	
TITLE	FAX #	
E-MAIL	FEDERAL TAX ID #	

Invitation to Bid - Standard Terms and Conditions for Sales

These standard terms and conditions shall apply to all LSU solicitations for sales, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of conflict between the General Instructions to Suppliers or Standard Terms & Conditions and the Timber Sale Prospectus, the Timber Sale Prospectus shall govern.

Bids submitted are subject to provisions of the laws of the State of Louisiana including but not limited to the Executive Orders; and the terms, conditions, and specifications stated in this solicitation.

1. Bid Delivery and Receipt

All bids must be submitted electronically to LSU Procurement Services. Bids must be emailed to lsubids@lsu.edu. This email address is used for bid submissions only. Any bids sent directly to the buyer of record will not be forwarded to lsubids@lsu.edu.

When submitting a bid electronically, the RFQ number and solicitation title should be listed in the subject line of the email. Physical bids will not be accepted; therefore, they will not be evaluated.

It is the responsibility of the supplier to ensure the bid is received by the indicated due date and time. Any delays that may occur in transmission of the bid is the responsibility of the supplier. A bid will be considered late if it is not received at lsubids@lsu.edu by the indicated due date and time.

The maximum email attachment size accepted by lsubids@lsu.edu is 125MB. It is the supplier's responsibility to ensure bid submission is sized such that it is successfully transmitted and received by LSU. Late bids will not be accepted.

2. Signature Authority of Bid

Bids must be signed by a person authorized to bind the supplier. In accordance with Louisiana law, the person signing the bid must be: (1) a current corporate officer, partnership member, or other individual specifically authorized to submit a bid as evidenced in the appropriate records filed with the Louisiana Secretary of State; or (2) an individual authorized to bind the supplier as evidenced by a corporate resolution, certificate or affidavit; or (3) other documents indicating authority which are acceptable to the public entity.

3. Interpretation of Supplier Inquiries

If Supplier is in doubt as to the meaning of any part or requirement of this solicitation, Supplier may submit a written request for interpretation to the Buyer-of-Record at the address and/or fax number shown above. Written inquiries must be received in the LSU Procurement Office no later than five (5) calendar days prior to the opening of bids, and shall be clearly cross-referenced to the relevant solicitation/specification in question.

No decisions or actions shall be executed by any Supplier as a result of oral discussions with any LSU employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the LSU Procurement Office, and emailed or delivered to all Suppliers known to have received the solicitation. LSU shall not be responsible for any other interpretations or assumptions made by Supplier.

4. Bid Opening

Bid openings are held electronically. There are no in-person bid openings. To electronically attend the bid opening, use the below link to register in advance:

<https://lsu.zoom.us/meeting/register/tJwvcuygqTltHtZZWmWrGBCjXxstyfiETx33>

After registering, a confirmation email will be provided containing information about joining the bid opening.

5. Special Accommodations

Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the public bid opening, must notify the LSU Procurement Office in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.

6. Submission of Bid

ALL BID RESPONSES MUST BE RECEIVED ELECTRONICALLY (EMAILED). BID RESPONSE SUBMITTED BY OTHER MEANS WILL NOT BE CONSIDERED. WHEN SUBMITTING ELECTRONICALLY, THE RFQ AND SOLICITATION TITLE SHOULD BE LISTED IN THE SUBJECT LINE OF THE EMAIL.

In the case of a lump sum bid, the amount shall be expressed in words and figures when requested. In case of any discrepancy between the price written in the bid and that given in figures, the price in writing will be considered as the bid. In case of an error on extension, the unit price shall prevail.

7. Taxes

By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc.

8. Terms and Conditions

This solicitation contains all terms and conditions with respect to the sale of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, supplier agrees that contrary terms and conditions which may be included in its bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana.

9. Supplier Forms / LSU Signature Authority

The terms and conditions of the LSU solicitation and contract shall solely govern the sale, and shall not be amended by any supplier contract, form, etc.

The University's chief procurement officer, or authorized designee, is delegated sole authority to execute/sign any supplier contracts, forms, etc., on behalf of LSU. Departments are expressly prohibited from signing any supplier forms.

Any such supplier contracts/forms bearing unauthorized signatures shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising wherefrom. Suppliers who present any such forms to department users for signature without regard to this strict LSU policy may face contract cancellation, suspension, and/or debarment.

10. Awards

Award will be made to the highest responsible and responsive Supplier. LSU reserves the right: (1) to award items separately, grouped, or on an all-or-none basis, as deemed in its best interest; (2) to reject any or all bids and/or items; and (3) to waive any informalities.

All solicitation specifications, terms and conditions shall be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.

11. Acceptance of Bid

Only the issuance of an official LSU contract, a Notification of Award letter, or a Notification of Intent to Award letter shall constitute the University's acceptance of a bid. LSU shall not be responsible in any way to a supplier for services rendered without an official contract.

12. Applicable Law

All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

13. Default of Supplier

Failure to deliver within the time specified in the bid/award will constitute a default and may be cause for contract cancellation.

14. Assignment of Contract / Contract Proceeds

Supplier shall not assign, sublet or transfer its contractual responsibilities to another party without the prior written consent and approval of the LSU Procurement Office. Unauthorized assignments of contract or assignments of contract proceeds shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising wherefrom.

15. Contract Cancellation

LSU has the right to cancel any contract for cause, in accordance with Procurement rules and regulations, including but not limited to: (1) failure to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentation by the supplier; (4) fraud, collusion, conspiracy or unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract. LSU has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the supplier.

16. Prohibited Contractual Arrangements

Per Louisiana R.S. 42:1113.A, no public servant or member of such a public servant's immediate family, or legal entity in which he has a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant. See statute for complete law, exclusions, and provisions.

17. Equal Employment Opportunity Compliance

By submitting and signing this bid, supplier agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; Federal Executive Order 11246; Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972; the Age Act of 1975, the Americans with Disabilities Act of 1990. Supplier agrees not to discriminate in its employment practices and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, sexual orientation, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Any act of discrimination committed by supplier, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

18. Mutual Indemnification

Each party hereto agrees to indemnify, defend, and hold the other, its officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this agreement, provided however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.

19. Certification of No Suspension or Debarment

By signing and submitting this bid, Supplier certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at www.epls.gov.

20. Payment Term

Payment is to be made by certified check, cashiers check, bank check or money order. Suppliers are hereby notified that personal checks, company checks or similar are not acceptable. Checks are to be made payable to LSU Agricultural Center, denote William E. Owens Hill Farm Research Station in memo section of check and submitted as a lump sum upon return of contract.

PRICE SHEET		INVITATION TO BID			Page 7	
SOLICITATION RFQ-0000002376		DUE DATE 11/07/2024		DUE TIME 11:00:00 AM		
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT	
UNLESS SPECIFIED ELSEWHERE, SHIP ALL ITEMS TO: LSU Hill Farm Res Station 11959 Hwy 9 Homer, LA 71040						
1	All or None Timber Sale - clear-cut on two tracts totaling approximately 45 acres located at Hill Farm Research Station per attached specifications. Specify Manufacturer / Brand Bid: _____ Specify Model / Number Bid: _____	1	Lot	\$ _____	\$ _____	

**Timber Sale Prospectus
Hill Farm Research Station**

PURPOSE:

To obtain competitive bids for the sale of timber on the Hill Farm Research Station, Homer, LA 71040.

The sale includes the removal of pine sawtimber and pulpwood in two designated sale areas. The areas are 31 and 14 acres, and the tracts are located within close proximity of each other at the Hill Farm Research Station; their locations are indicated in Exhibit B - Map. The estimated timber volume in this sale is indicated in Exhibit C – Timber Stand Table. The estimated quantity of timber in this sale is **6,510.7 tons (5,579.6 tons of sawtimber, and 931.1 tons of pulpwood)**.

NON-MANDATORY SITE VISIT:

Prospective suppliers may examine the quantity and quality of timber to be sold by contacting Dr. Andrea De Stefano, Assistant Professor of Forestry, Hill Farm Research Station, 11959 Highway 9, Homer, LA 71040. Suppliers may request a more detailed color map of the sale area by contacting Dr. De Stefano at 318-299-5906 or adestefano@agcenter.lsu.edu. The removal of this timber shall be coordinated with Dr. De Stefano as to ingress and egress roads to be used, etc.

PERIODS AND TERMS OF THE SALE:

A timber sale contract will be executed upon award to the highest supplier. The contract will be for one (1) year from the date Louisiana State University Agricultural Center (hereafter University) accepts the contract, unless at the discretion of the University, an additional 30-day extension is granted by virtue of adverse weather conditions.

INSURANCE:

Supplier shall procure 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 Supplier, his agents, representatives, employees, or subcontractors in accordance with Exhibit D.

EXHIBITS:

- Exhibit A – Condition of Sale
- Exhibit B – Map
- Exhibit C – Timber Stand Table
- Exhibit D – Insurance Requirements
- Exhibit E – Agreement for Sale of Timber

EXHIBIT A - CONDITION OF SALE:

SUPPLIER MUST AGREE TO THE FOLLOWING:

1. To pay the university a lump sum fee for the above-described timber standing in place upon return of the contract. Payment is to be by certified check.
2. To waive all claims to the above-described timber unless it is removed from the Idlewild research station property one year from date of written notice to proceed, unless at the discretion of the university, an additional time extension is granted by virtue of adverse weather conditions.
3. To post a performance bond of \$1000 upon notification of award. A cashiers check or certified check will be acceptable in lieu of the bond. This bond (or check) will be forfeited if the terms of the contract are broken. If a check is submitted in lieu of a bond and if the terms of the contract are not broken, the check will be returned within 30 days after completion of operations.
4. Roads and fences damaged by the logging operation shall be restored to their former condition by the supplier within 30 days of the completion of the operations. No trash, oil, etc. shall be left on the sale area. Any such material generated during the logging operations shall be removed from the timber sale area immediately following the completion of operations.
5. All current best management practices must be followed in the removal of timber from the sale area. All timber six inches dbh and greater must be severed. Timber must be harvested in accordance with sustainable forestry initiative standards.
6. Any fire started by the supplier as a result of logging or other activities during the period of the contract must be immediately suppressed. Suppression costs and damages resulting from the fire will be paid by the supplier. Damages resulting from fire and or damages under item 6 above will be determined by two representatives of the university working together with the supplier and will be by actual on the ground appraisal.
7. Supplier shall provide at least a 2-day notice to the Idlewild Research Station prior to commencement of harvest activity.
8. Failure to comply with all terms of the contract will result in an immediate suspension of all operations.

THE UNIVERSITY AGREES TO THE FOLLOWING:

1. To guarantee title to the timber sold under this contract.
2. To grant freedom of entry and use of roads to and from the described timber, together with unstipulated rights and privileges normally extended to suppliers of timber, provided that these privileges are not in conflict with other provisions of this contract.
3. No guarantee of volume or tree count is intended or implied.

EXHIBIT B – MAP:



Tract 1

Average DBH: 28 in
Basal area: 84 sq. ft/acre
Pine sawtimber: 3,612.5 ton
Pine pulpwood: 590.6 ton
Total: 4,203.1 ton

Tract 2

Average DBH: 20 in
Basal area: 149 sq. ft/acre
Pine sawtimber: 1,967.1 ton
Pine pulpwood: 340.5 ton
Total: 2,307.6 ton

Overall Total

Pine sawtimber: 5,579.6 ton
Pine pulpwood: 931.1 ton
Total: 6,510.7 ton

EXHIBIT C – TIMBER STAND TABLES:

TRACT ONE:

Total acres: 31

Percent of tract directly measured for inventory estimate: 7.4%.

Tree dimensions used for weight estimation: Diameter at breast height (4.5 ft, DBH).

Average DBH: 28 in.

Basal area: 84 sq. feet/acre.

Model used for tree weight estimation: Patterson, D.W., Doruska, P.F. 2006. Landowner’s guide to determining weight and value of standing pine trees. University of Arkansas Extension Bulletin FSA5017.

Timber product value source: Guo, J. 2024. Louisiana Stumpage Report, 1st Quarter 2024. LSU AgCenter Staff Report No 2024-0X, April 3, 2024.

Table 1. Estimated total weight and value of tract one.

Product	Total Weight (tons)
Pine pulpwood	590.6
Pine sawtimber	3,612.5
Tract totals	4,203.1

Table 2. Diameter distribution of tract one.

Diameter class (inches)	Estimated number of trees per diameter class
18	54
19	13
20	13
22	13
23	40
24	27
25	40
26	121
27	54
28	135
29	148
30	81
31	13
32	27
33	40
34	27
35	13
36	13
37	13

Sale boundaries for tract one:

- Stand boundaries will be delineated with pink paint on border trees by Hill Farm Research Station forestry personnel.

TRACT TWO:

Total acres: 14

Percent of tract directly measured for inventory estimate: 5.0%.

Tree dimensions used for weight estimation: Diameter at breast height (4.5 ft, DBH).

Average DBH: 20 in.

Basal area: 149 sq. feet/acre.

Model used for tree weight estimation: Patterson, D.W., Doruska, P.F. 2006. Landowner’s guide to determining weight and value of standing pine trees. University of Arkansas Extension Bulletin FSA5017.

Timber product value source: Guo, J. 2024. Louisiana Stumpage Report, 1st Quarter 2024. LSU AgCenter Staff Report No 2024-0X, April 3, 2024.

Table 3. Estimated total weight and value of tract two.

Product	Total Weight (tons)
Pine pulpwood	590.6
Pine sawtimber	3,612.5
Tract totals	4,203.1

Table 4. Diameter distribution of tract two.

Diameter class (inches)	Estimated number of trees per diameter class
12	20
16	80
17	140
18	120
19	160
20	60
21	80
22	80
23	120
24	80
26	20

Sale boundaries for tract two:

- Stand boundaries will be delineated with pink paint on border trees by Hill Farm Research Station forestry personnel.

EXHIBIT D - 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 \$1,000,000 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. 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 and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual 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 accident 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 must 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. Commercial 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 Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are 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 for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor’s insurance.

2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, 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. All policies must be endorsed to require 30 days written notice of cancellation 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. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency’s acceptance of a non-compliant certificate of insurance shall not 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.

D. 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 workers 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 within 30 days.

E. VERIFICATION OF COVERAGE

- 1. 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 or insurance policy renewal thereafter.
- 2. The Certificate Holder Shall be listed as follows:
 - State of Louisiana
 - Agency Name, Its Officers, Agents, Employees and Volunteers
 - Address, City, State, Zip
 - Project or Contract #:
- 3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
- 4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, 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

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, 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.

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. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

EXHIBIT E
Contract for Sale of Timber

The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College on behalf of LSU Agricultural Center ("University" or "LSU") and _____ ("Supplier") do hereby enter into contract under the following terms and conditions.

1. Supplier agrees to purchase from the University the timber designated for removal located at the LSU Bob R. Jones Idlewild Research Station, Clinton, LA as described in the specifications.
2. Supplier agrees to pay the University the lump sum of _____ for the described timber standing in place upon return of this contract. Payment is to be by certified check.
3. Either party shall have the right to cancel this contract, with or without cause, by giving the other party (30) days written notice forwarded to their respective address by certified mail. The University has the right to cancel this contract upon less than thirty (30) days due to budgetary reductions and changes in funding priorities by the University. The Supplier shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
4. Supplier hereby agrees to pay any severance taxes applicable to the timber bought under the terms of this contract.
5. No Supplier shall assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the University. This provision shall not be construed to prohibit the Supplier 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 University.
6. It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of Supplier which relate to this Contract. Supplier shall maintain said records for a period of three years after the date of final payment under this Contract.
7. The Supplier agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Supplier agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Supplier agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Supplier, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.
8. Supplier agrees to comply with all applicable laws, regulations, and University policies, including, but not limited to, PS-30 (Student Privacy Rights), PS-113 (Social Security Number Policy), PS-114 (Security of Computing Resources Policy) and the Louisiana Database Breach Notification Law [Act 499]. In addition, Supplier shall implement appropriate measures designed to ensure the confidentiality and security of *protected information*, protect against any anticipated hazards or threats to the integrity or security of such information, and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience. Supplier also agrees that security breaches, or incidents shall be reported immediately to the University.
"Protected information" shall be defined as data or information that has been designated as private, protected, or confidential by law or by the University. Protected information includes, but is not limited to, employment records, medical records, student records, education records, personal financial records (or other individually identifiable information), research data, trade secrets and classified government information. Protected information shall not include public records that by law must be made available to the general public. To the extent there is any uncertainty as to whether any data constitutes protected information, the data in question shall be treated as protected information until a determination is made by the University.
9. The term of this Contract shall commence upon date of final signature below and will be for one (1) year, unless as the discretion of the University, an additional thirty (30) day extension is granted by virtue of adverse weather conditions.
10. This Contract 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 Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.
11. Each party hereto agrees to indemnify, defend, and hold the other, its officers, directors, agents, and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, Suppliers, or agents in performing its obligations under this Contract provided, however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.
12. All amendments or modifications to this Contract must be in writing and signed by an authorized representative of each party hereto. No oral understanding or contract not incorporated in the contract is binding on any of the parties.

Accepted for: **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College**

Accepted For Supplier

William F. Tate, President
Office of the President

By: _____
(Signature)

Print Name: _____

Date

Title: _____

Date