INVITATION TO BID	BID DUE DATE AND TIME			
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE	LSU 05/22/2025 11:00 AM CT			
SOLICITATION RFQ-0000002510 SUPPLIER #	RETURN BID TO			
SUPPLIER NAME AND ADDRESS	leubide@leu.odu			
	Isubids@lsu.edu			
	Buyer Amy Hill Bourgeois			
	Buyer Phone			
	Buyer Email ahill5@lsu.edu			
	Issue Date 04/29/2025			
TITLE: Drug Testing - Term Contract				
То	Be Completed By Supplier			
1"No Bid" (sign and return this page on	y).			
My Company does not wish to receive future solicitations for this spend category.				
8. 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.				
General Instructions to Suppliers				
1. Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by LSU Procurem the "Return Bid To" address stated above, until the specified due date and time.				
2. Read the entire solicitation, including all terms, conditions and specifications.				
3. All bid information and prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit pare to be initialed by the supplier.				
4. 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.				
5. Payment is to be made within 30 days after r later.	eceipt of properly executed invoice, or delivery and acceptance, whichever is			
6. By signing this solicitation, the supplier certifies compliance with all general instructions to suppliers, terms, conditions 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 #			

SPECIAL TERMS & CONDITIONS

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Bid Submission Information

All bids must be submitted electronically to LSU Procurement Services. Bids must be received at the "Return Bid To" email address no later than the due date and time specified herein. Bids must be emailed to lsubids@lsu.edu (This email address should be used for bid submissions only). Any bids sent directly to the Buyer of record will not be forwarded to the "Return Bid To" email.

When submitting electronically, the RFQ number and solicitation title should be listed in the subject line of the email. An original and redacted copy (if applicable) must be submitted electronically. Hard copies of 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 LSU Procurement 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 the "Return Bid To" email address by the indicated due date and time.

The maximum email attachment size accepted is 125 MB. It is the supplier's responsibility to ensure bid submission is sized such that it is successfully transmitted and received by LSU. If the bid response is too large to be emailed as one document, the bid must be sent as separate documents. Each submittal should be labeled. (Example – Bid Submittal 1 out of 3 for RFQ-000000XXXX - Title; Bid Submittal 2 out of 3 for RFQ-000000XXXX - Title, etc.). If any submittal is received late, LSU will not consider the late submittal(s). Only the submittal(s) received by the due date and time will be considered. Late bids will not be accepted per LAC 34:XIII.515.B.

Bid Opening Information

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. No information or opinions concerning the ultimate contract award will be given at bid opening or during the evaluation process.

If an unforeseen circumstance beyond LSU's control prevents bid opening, the Bid will open at the next scheduled bid opening date.

Additional Information

In order to be considered for award, pricing must be indicated on solicitation price sheets.

ALL-OR-NONE-AWARD: It is the intent of the University to award all items on an all-or-none basis to the overall lowest responsive and responsible bidder.

Bid prices for shipping are to be quoted FOB LSU/DESTINATION and inclusive of any and all applicable shipping and handling charges.

LSU is a member of the National Association of Educational Procurement (NAEP) and the E&I Cooperative Purchasing Service.

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These standard terms and conditions shall apply to all LSU solicitations, 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 Special Terms & Conditions, the Special Terms & Conditions shall govern.

Bids submitted are subject to provisions of the laws of the State of Louisiana, including but not limited to: the University Procurement Code (LAC 34:XIII. Chapters 3-25) and the terms, conditions, and specifications stated in this solicitation.

1. Supplier Enrollment

Suppliers providing a bid/quote in response to a LSU solicitation must be setup in the University's new procurement system (Workday) for bid tabbing and award of a purchase order. Suppliers should complete the online supplier registration form prior to submitting a bid response and/or the bid due date and time to ensure bid tabbing can be done timely after the bid deadline. This website is used in place of a paper form and must be accompanied with an IRS Request for Taxpayer Identification Number and Certification form (W-9 or W-8 if foreign) to collect the required business and tax information that support the University's reporting and compliance requirements. To inquire if you or your company is setup or for questions regarding setup, email suppliers@lsu.edu. The supplier enrollment form can be located at: http://www.lsu.edu/administration/ofa/procurement/supplier_registration.php

2. Bid Delivery and Receipt

Bids must be received and time-stamped at the "Return Bid To" address no later than the due date and time specified herein. To assure consideration, your bid must be submited in a sealed envelope or package and should be clearly and prominently marked with the solicitation number and bid due date, or may be submitted in the special bid return envelope if one was furnished for that purpose.

Supplier are advised that the U.S. Postal Service does not make deliveries to our physical location. USPS mail is delivered to the University's mail center and is redelivered using internal resources. Suppliers may deliver bids by hand or by a courier service to the Procurement Office. The University shall not be responsible for any delays caused by the supplier's chosen means of bid delivery. Supplier is solely responsible for the timely delivery of its bid, and failure to meet the bid due date and time shall result in rejection of the bid. Late bids cannot be accepted per LAC 34:XIII.515.B.

3. Bid Forms

Bids are to be submitted on the LSU solicitation forms provided, and must be signed by an authorized agent of the supplier in accordance with LAC 34:XIII.517. Bids submitted on other forms or in other price formats may be considered informal and may be rejected in part or in its entirety. Bids submitted in pencil and/or bids containing no original signature indicating the supplier's intent to be bound will not be accepted. Bid submissions should not be spiral bound.

4. Interpretation of Solicitation/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 Procurement Office no later than 4:30 pm CST four (4) business days prior to the opening of bids, and shall be clearly crossreferenced 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 Procurement Office, and mailed 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.

5. Bid Addenda

Bid Addendum is to be signed and returned with your bid. If you have already submitted your bid, and this Addendum creates a need to revise/clarify your original response in any way, you are required to submit such in writing. To be considered, your addendum response must be submitted to and received by LSU Procurement at the "Return Bid To" address stated above. Submittals for price alterations and addenda to bids must be clearly marked with the solicitation number and the bid due date/ time and returned via fax, email, courier service, hand delivery, or USPS mail. Bid revisions received after bid opening cannot be considered, whereupon the supplier must either honor or withdraw its original bid.

6. Bid Opening

Suppliers may attend the public bid opening of sealed bids. No information or opinions concerning the ultimate contract award will be given at bid opening or during the evaluation process. Written bid tabulations will not be furnished.

7. 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 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.

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8. Standards of Quality

Any product or service bid shall conform to all applicable federal, state and local laws and regulations, and the specifications contained in the solicitation. Any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired; and is not intended to limit or restrict competition. Supplier must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact product specified in the solicitation.

9. New Products/Warranty/Patents

All products bid for purchase must be new, never previously used, of the manufacturer's current model and/or packaging, and of best quality as measured by acceptable trade standards. No remanufactured, demonstrator, used or irregular products will be considered for purchase unless otherwise specified.

The manufacturer's standard published warranty and provisions shall apply, unless more stringent warranties are otherwise required by LSU and specified in the solicitation. In such cases, the supplier and/or manufacturer shall honor the specified warranty requirements, and bid prices shall include any premium costs of such coverage.

Supplier guarantees that the products proposed and furnished will not infringe upon any valid patent or trademark; and shall, at its own expense, defend any and all actions or suits charging such infringement, and shall save LSU harmless.

10. Descriptive Information

Suppliers proposing an equivalent brand or model are to submit with the bid descriptive information (such as literature, technical data, illustrations, etc) sufficient for LSU to evaluate quality, suitability, and compliance with the specifications. Failure to submit descriptive information may cause bid to be rejected. Any changes made by supplier to a manufacturer's published specifications shall be verifiable by the manufacturer. If items bid do not fully comply with specifications, supplier must state in what respect items deviate. Supplier's failure to note exceptions in its bid will not relieve the supplier from supplying the actual products requested.

11. Bids/Prices/F.O.B. Point

- The bid price for each item is to be quoted on a "net" basis and F.O.B. LSU Destination, i.e. title passing upon receipt and inclusive of all delivery charges, any item discounts, etc.
- Bids other than F.O.B. LSU Destination may be rejected.
- Bids indicating estimated freight charges may be rejected.
- Bids requiring deposits, payment in advance, or C.O.D. terms may be rejected.
- Suppliers who do not quote "net" item prices and who separately quote an overall "lump sum" freight cost or discount for all items shall be considered as submitting an "all-or-none" bid for evaluation and award purposes; and risk rejection if award is made on an item or grouped basis.
- Prices shall be firm for acceptance for a minimum of 30 days, unless otherwise specified. Bids conditioned with shorter acceptance periods may be rejected.
- Prices are to be quoted in the unit/packaging specified (e.g. each, 12/box, etc), or may be rejected.
- In the event of extension errors, the unit price bid shall prevail.

12. Taxes

Supplier is responsible for including all applicable taxes in the bid price. LSU is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly accessed 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.

13. Terms and Conditions

This solicitation contains all terms and conditions with respect to the purchase 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.

14. Supplier Forms/LSU Signature Authority

The terms and conditions of the LSU solicitation and purchase order/contract shall solely govern the purchase agreement, 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 therefrom. 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.

15. Awards

Award will be made to the lowest 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.

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16. Acceptance of Bid

Only the issuance of an official LSU purchase order/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 goods delivered or services rendered without an official purchase order/contract or award letter. Bid tabulations may be requested after acceptance of bid.

17. Applicable Law

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

18. Awarded Products/Unauthorized Substitutions

Only those awarded brands and numbers stated in the LSU contract are approved for delivery, acceptance, and payment purposes. Any substitutions require prior approval of the Procurement Office. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at supplier's expense, and non-payment.

19. Testing/Rejected Goods

Supplier warrants that the products furnished will be in full conformity with the specification, drawing or sample, and agrees that this warranty shall survive delivery, acceptance, and use. Any defect in any product may cause its rejection. LSU reserves the right to test products for conformance to specifications both prior to and after any award. Supplier shall bear the cost of testing if product is found to be non-compliant. All rejected goods will be held at supplier's risk and expense, and subject to supplier's prompt disposition. Unless otherwise arranged, rejected goods will be returned to the supplier freight collect.

20. Delivery

Supplier is responsible for making timely delivery in accordance with its quoted delivery terms. Supplier shall promptly notify the LSU Department and/or Procurement Office of any unforeseen delays beyond its control. In such cases, LSU reserves the right to cancel the order and to make alternative arrangements to meet its needs.

21. 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. Where the University has determined the supplier to be in default, LSU reserves the right to purchase any or all goods or services covered by the contract on the open market and to surcharge the supplier with costs in excess of the contract price. Until such assessed surcharges have been paid, no subsequent bids from the defaulting supplier will be considered for award.

22. Supplier Invoices

Invoices shall reference the LSU purchase order number, supplier's packing list/delivery ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order, and submitted on the supplier's own invoice form. Invoices submitted by the supplier's third party supplier are not acceptable.

23. Delinquent Payment Penalties

Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695. Supplier penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom.

24. Assignment of Contract/Contract Proceeds

Supplier shall not assign, sublet or transfer its contractual responsibilities, or payment proceeds thereof, to another party without the prior written consent and approval of the 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 therefrom.

25. Right to Piggyback

Where this solicitation may name one department as the primary contract user, LSU reserves the right to authorize additional departments/campuses to use the contract as their needs arise; and Vendor shall honor all such purchase orders.

26. 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 other 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. In such cases, the supplier shall be entitled to payment for compliant deliverables in progress.

27. 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.

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28. 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, 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.

29. 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.

30. 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 <u>www.sam.gov</u>.

31. Right to Audit

The University shall be entitled to audit the books and records of a supplier or any subcontractor under any negotiated contract or subcontract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the supplier for a period of five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract, pursuant to LAC 34:XIII.1603.

32. Data Privacy

By signing and submitting this bid, I hereby authorize that all information provided in this solicitation, including any and all personal or company data may be shared with LSU departments, suppliers and other governmental agencies to facilitate procurement transactions. This data will be retained according to LSU's retention schedule. To learn more about privacy at LSU, please see the LSU Privacy Statement.

PRICE SHEET IN'		/ITATION TO BID			Page 7		
SO	LICITATION RFQ-00000	02510	DUE DATE	05/22/2025		DUE TIME 11:0	00:00 AM
ITEM NO.	ITEM D	ESCRIPTION		QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
	UNLESS SPECIFIED EL LSU 1 North Stadium Drive Baton Rouge, LA 70803		P ALL ITEMS T	0:			
1	All or None Testing, Synthetic Catl specifications.	hinones (bath	salts) per				
	Specify Manufacturer / Brand Bid:			2000	Each	\$	\$
	Specify Model / Number Bid:						
2	All or None						
	Testing, DMAA testing specifications.	(methylhexan	amine) per				
	Specify Manufacturer / Brand Bid:			2000	Each	\$	\$
	Specify Model / Number Bid:						
3	All or None						
	Testing, Alcohol, Ethyl Detection per specifications.	Glucuronide /	Alcohol				
	Specify Manufacturer / Brand Bid:			250	Each	\$	\$
	Specify Model / Number Bid:						
4	All or None						
	Testing, Drug for Anab specifications.	olic Steriods	per				
	Specify Manufacturer / Brand Bid:			350	Each	\$	\$
	Specify Model / Number Bid:						

PRICE	SHEET	INVITATION TO E	BID		Page 8
SO	LICITATION RFQ-0000002510	DUE DATE 05/22/2025		DUE TIME 11:	00:00 AM
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
5	All or None				
	Testing, Traditional Alcohol Detect specifications.	ion per			
	Specify Manufacturer / Brand Bid:	250	Each	\$	\$
	Specify Model / Number Bid:				
6	All or None				
	Testing, Drug for Synthetic Marijiua drugs per specifications.	ana/other			
	Specify Manufacturer / Brand Bid:		Each	\$	\$
	Specify Model / Number Bid:				
7	All or None				
	Testing, Drug for Drugs of Abuse p specifications.	ber			
	Specify Manufacturer / Brand Bid:	2000	Each	Each \$	\$
	Specify Model / Number Bid:				
8	All or None				
	Testing, Barbiturates per specificat RFQ-0000001628.	tions in			
	Specify Manufacturer / Brand Bid:	250	Each	\$	\$
	Specify Model / Number Bid:				

PRICE	SHEET	NVITATION TO I	BID		Page 9
SO	LICITATION RFQ-0000002510 DUE DAT	E 05/22/2025		DUE TIME 11	:00:00 AM
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
9	All or None Testing, Ritalin per specifications.				
	Specify Manufacturer / Brand Bid: Specify Model /		Each	\$	\$
	Number Bid:	_			
10	All or None Testing, Oral Fluid testing per specifications.				
	Specify Manufacturer / Brand Bid:	300	Each	\$	\$
	Specify Model / Number Bid:	_			
11	All or None Testing, Specimen Collection Assistance from testing agency per specifications.	1000	Each	\$	\$
	Specify Manufacturer / Brand Bid:		Each	Φ	Φ
	Specify Model / Number Bid:				
12	All or None				
	Novel Psychoactive Substance Testing (entire panel) per specifications.				
	Specify Manufacturer / Brand Bid:	30	Each	\$	\$
	Specify Model / Number Bid:	_			

PRICE	I SHEET		BID	I	Page 10
SO	LICITATION RFQ-0000002510 DUE DAT	E 05/22/2025		DUE TIME 11:0	00:00 AM
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
13	All or None Novel Psychoactive Substance Testing (per dru class) per specifications.	-	Fach	<u>_</u>	
	Specify Manufacturer / Brand Bid: Specify Model / Number Bid:		Each	\$	\$

LSU Athletics Drug Testing Specifications

Purpose/Scope of Purchase: To put into place a drug testing contract for LSU Athletics. The first two sections listed below (Drug Testing Specifications and Result Reporting Specifications) apply to Drug Tests 1 through 13 also listed below. See corresponding price sheets to indicate pricing. In order to be considered for award, pricing must be indicated on solicitation price sheets.

Drug Testing Specifications:

- All samples will be confirmed by GC/MS or LC/MS confirmation with forensic accepted collection procedures.
- One specimen collection (from same urine sample) must be used to run both street drug and steroid panel analysis, by a single supplier. Awarded supplier must be able to provide all testing and cannot outsource/sub-contract tests listed in this solicitation.
- Samples will be screened using the lowest limits of detection that can be scientifically justified.
 Minimum confirmation cut-off levels are requested below and must be met in order to be considered for award.
- In the event that a urine sample with a specific gravity as low as 1.003 is collected, the awarded supplier must be able to test and confirm results with the LSU Athletic Department, in alignment with the below reporting specifications.
- All samples will be screened for appropriate adulterants, for examples, SG and pH.
- All samples will have a quantitated Urine Creatinine and SG for THC tracking reported.
- Amphetamine assay must include detection of amphetamine substances including Ritalin detection.
- Must provide DMAA testing (Methylhexaneamine).
- Must provide MDMA testing (to detect designer drugs such as Ecstasy).
- Must provide Barbiturate testing.
- Alcohol testing / confirmation must be provided (Ethyl Glucuronide)
- Testing regime and ephedrine analysis must be included in quoted pricing.
- All shipping pricing must be included in quoted pricing.

Result Reporting Specifications:

- Result Reports must be delivered to LSU via secure internet for remote access to information.
- For Street Drug results, turnaround time for Negative samples shall be 24 hours from the time of receipt. For Steroid results, turnaround time for Negative samples shall be 72 hours.
- For Street Drug results, turnaround time for Conformation of Positive samples must be received by LSU no later than 72 hours from the time of receipt. For Steroid results, turnaround time for Confirmation of Positive samples must be received by LSU within 7 days from receipt.
- Cost of confirmations must be included in quoted pricing.
- Lab must have ability to provide computer management software/management database for use by LSU Athletics to compile institutional specific results.
- Lab must report normalized conversion that removes dilution factor showing a more accurate reflection of the concentration test results and original test results.
- Lab must report specimen validity for all samples (chromates, creatinine, nitrates, specific gravity).

- Lab must provide litigation support and consultation support for results and interpretative issues as necessary. A medical doctor must be available to answer specific questions and consult with institution.
- Lab must provide access to educational materials and resources relating to drug education including written materials and lectures from professional staff upon request.
- Awarded supplier must be able to visit on-site at Louisiana State University to coordinate and administer the urine collection process using forensically accepted collection procedures.
- All shipping pricing must be included in quoted pricing.
- Onsite collections at LSU occur approximately twice per year.
- For onsite collections, the average number of people who are tested is approximately 50 or sometimes greater. An example – during physicals – would need more people onsite to assist with testing.
- Multiple panels could be requested for testing at the same time as a single sample. An individual could also be tested for multiple at the same time.

Drug Tests:

1. Testing, Synthetic Cathinones (bath salts) per the following specifications.

Drug Name	Screening Threshold	Confirmation Threshold
Synthetic Cathinones	25 ng/mL	25 ng/mL

2. Testing, DMAA testing (methylhexanamine) per the following specifications.

Drug Name	Screening Threshold	Confirmation Threshold
Methylhexaneamine (DMAA)	50 ng/mL	50 ng/mL

3. Testing, Alcohol, Ethyl Glucuronide Alcohol Detection per the following specifications.

- a. Ethyl Glucuronide Alcohol Detection (urine)
 - i. Urine test that has the capability to measure alcohol consumed within the previous 3 days.

4. Testing, Drug for Anabolic Steriods per the following specifications.

- a. The lab and testing must be able to detect ALL NCAA Banned Anabolic Steroids.
- Menu must include a "comprehensive" steroid profile looking for ALL NCAA banned anabolic steroids in a lab accredited by world anti-doping agency (WADA) or using SAMHSA certification is also acceptable. A lab with accreditation by A2LA under the ISO 17025 program is also accepted.

Drug Name	Screening Threshold	Confirmation Threshold
Anabolic Steroid Profile*	10 ng/mL	1 ng/mL

5. Testing, Traditional Alcohol Detection per the following specifications.

- a. Traditional Alcohol Detection
 - i. Urine test that measures the amount of alcohol in system

6. Testing, Drug for Synthetic Marijiuana/other drugs per the following specifications.

Drug Name	Screening Threshold	Confirmation Threshold
Synthetic Cannabinoids*	5 ng/mL	2 ng/mL

7. Testing, Drug for Drugs of Abuse per the following specifications.

Street Drug Panel

Drug Name	Screening Threshold	Confirmation Threshold
<u>Opiates</u>		
Codeine	100 ng/mL	100 ng/mL
Morphine	100 ng/mL	100 ng/mL
Hydrocodone	100 ng/mL	100 ng/mL
Hydromorphone	100 ng/mL	100 ng/mL
Oxycodone	100 ng/mL	100 ng/mL
Oxymorphone	100 ng/mL	100 ng/mL
Benzodiazepines		
Diazepam	200 ng/mL	100 ng/mL
Oxazepam	200 ng/mL	100 ng/mL
Temazepam	200 ng/mL	100 ng/mL
Lorazepam	200 ng/mL	100 ng/mL
Alprazolam	200 ng/mL	100 ng/mL
Clonazepam	200 ng/mL	100 ng/mL
Flurazepam	200 ng/mL	100 ng/mL
Ephedrine Class		
Ephedrine	5000 ng/mL	5000 ng/mL
Phenylpropanolamine	5000 ng/mL	5000 ng/mL
Pseudoephedrine	5000 ng/mL	5000 ng/mL
Norpseudoephedrine	5000 ng/mL	5000 ng/mL
Amphetamine		
Amphetamine	500 ng/mL	250 ng/mL
Methamphetamine	500 ng/mL	250 ng/mL
MDA	250 ng/mL	100 ng/mL
MDEA	250 ng/mL	100 ng/mL
MDMA	250 ng/mL	100 ng/mL
Phentermine	250 ng/mL	100 ng/mL
ParaMethoxyamphetamine	250 ng/mL	100 ng/mL
Carboxy-THC	20 ng/mL	5 ng/mL
Cocaine	100 ng/mL	50 ng/mL

Additional Tests

Screening Threshold	Confirmation Threshold
10 ng/mL	1 ng/mL
5 ng/mL	2 ng/mL
50 ng/mL	50 ng/mL
20 mg/dL	10 mg/dL
25 ng/mL	25 ng/mL
N/A	500 ng/mL
N/A	200 ng/mL
N/A	4 ng/mL
	10 ng/mL 5 ng/mL 50 ng/mL 20 mg/dL 25 ng/mL N/A N/A

8. Testing, Barbiturates per the following specifications.

Drug Name	Screening Threshold	Confirmation Threshold
Amobarbital	200 ng/mL	100 ng/mL
Butalbital	200 ng/mL	100 ng/mL
Pentobarbital	200 ng/mL	100 ng/mL
Phenobarbital	200 ng/mL	100 ng/mL
Secobarbital	200 ng/mL	100 ng/mL

9. Testing, Ritalin per the following specifications.

Drug Name	Screening Threshold	Confirmation Threshold
Ritalin	100 ng/mL	100 ng/mL

10. Testing, Oral Fluid testing per the following specifications.

- a. Oral swab testing must include the following drug detection:
 - i. Amphetamine Drug class (amphetamines, methamphetamine, MDA, MDMA)
 - ii. Opioid Drug class (codeine, dihydrocodeine, hydrocodone, hydromorphone, morphine, oxycodone, oxymorphone)
 - iii. Barbiturates (Butalbital)
 - iv. Benzodiazepines (alprazolam, clonazepam, diazepam, flurazepam, lorazepam, oxazepam, temazepam)
 - v. Cocaine/Crack
 - vi. Marijuana

Oral Fluid Profile

Drug Name	Screening Threshold	Confirmation Threshold
Opiates		
Codeine	10 ng/mL	1 ng/mL
Morphine	10 ng/mL	1 ng/mL
Hydrocodone	10 ng/mL	1 ng/mL
Hydromorphone	10 ng/mL	1 ng/mL
Oxycodone	10 ng/mL	1 ng/mL
Oxymorphone	10 ng/mL	1 ng/mL
Benzodiazepines		
Diazepam	10 ng/mL	1 ng/mL
Oxazepam	10 ng/mL	1 ng/mL
Temazepam	10 ng/mL	1 ng/mL
Lorazepam	10 ng/mL	1 ng/mL
Alprazolam	10 ng/mL	1 ng/mL
Clonazepam	10 ng/mL	1 ng/mL
Flurazepam	10 ng/mL	1 ng/mL
Amphetamine		
Amphetamine	50 ng/mL	20 ng/mL
Methamphetamine	50 ng/mL	20 ng/mL
MDA	50 ng/mL	20 ng/mL
MDMA	50 ng/mL	20 ng/mL
Barbiturates		
Butalbital	50 ng/mL	50 ng/mL
Carboxy-THC	4 ng/mL	2 ng/mL
Cocaine	20 ng/mL	2 ng/mL

11. Testing, Specimen Collection Assistance from testing agency per the following specifications.

a. LSU requires the awarded supplier be able to visit on-site at Louisiana State University, located in Baton Rouge, LA to conduct the observed collection. Specific details will be discussed with awarded supplier, such as day, time, location and amount of collections needed.

12. Novel Psychoactive Substance Testing (entire panel) per the following specifications.

- a. Novel psychoactive substances (NPS) are compounds designed to mimic the effects of prescription drugs, evade detection by typical drug testing methodologies, and avoid regulation.
- b. NPS can be described by numerous terms, including legal highs or research chemicals labelled 'not for human use'.
- c. NPS testing must include available option for urine specimens as an add-on by drug class.

- d. All shipping pricing must be included in quoted pricing
- e. Current testing options must include the following parent drugs and/or metabolites:

Designer	Designer Uplusinggene (dissesietiuse Curthetia stimulants		
<u>Designer</u> <u>Opioids</u>	<u>Designer</u> <u>Benzodiazephines</u>	Hallucinogens/dissociatives	Synthetic stimulants
2-Furanyl Fentanyl	Adinazolam	1cP-LSD	2-Fluoroamphetamine
2-Furanylbenzyl	Bromazolam	1P-LSD	2-Fluoroethamphetamine
Fentanyl	Clonazolam	2С-В	2-Fluoromethamphetamine 2-
2-Methyl AP-237	Deschloroetizolam	2F-Deschloroketamine	Methoxyamphetamine
Acryl Fentanyl	Diclazepam	3F-PCP	2-Methoxymethamphetamine
Benzoyl Fentanyl	Etizolam	3/4F-Deschloroketamine	3-Fluorophenmetrazine
Benzyl Fentanyl	Flualprazolam	4-OH-DET	3/4-Fluoroamphetamine
Bromo Fentanyl	Flubromazepam	4-OH-DiPT	3/4-Fluoroethamphetamine
Brorphine	Flubromazolam	4-OH-MET	3/4-Fluoromethamphetamine
Butyryl Fentanyl	Flunitrazolam	25B-NBOH	4CI-Alpha-PVP
Chloro Fentanyl	Methylclonazepam	25E·NBOH	4-Fluoromethylphenidate
cyclopropyl Fentanyl	Nitrazolam	AL-LAD	Alpha-PiHP
Desnitroisotonitazene Despropionyl	Phenazepam	ALD-52	Alpha-PHP
Fluorofentanyl	Pyrazolam	Deschloroketamine	Alpha-PVP
Etazene	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Deschloro-N-Ethylketamine	5/6-APB
Etonitazene		Methoxy PCP	Benzylone
Fluoro Fentanyl			Butylone
Fluorofuranyl Fentanyl			Chloro-N,N-DMC
Fluoro1sobutyryl			Dibutylone
Fentanyl Isotonitazene			Ethylone
Methyl Fentanyl			Eutylone
Metodesnitazene			Methoxetamine
Metonitazene			p-Methoxyamphetamine
Norcarfentanit			p-Methoxymethamphetamine Methylone
Protonitazene			
U-47700			N-butyl Hexedrone N-butyl Pentylone
U-48800			N-ethyl Heptedrone
U-49900			N-ethyl Hexedrone
Valeryl Fentanyl			N-ethyl Pentedrone
			, N-ethyl Pentylone
			Pentylone
			TFMPP

Synthetic Cannabinoids	Novel Psychoactive substances
	Phenibut
4-CN-CUMYL·BUTINACA	Tianeptine
4F-MDMB-BUTICA	Xylazine
4F-MDMB·BUTINACA	
5CI-AKB48	
SF-AMB	
5F-CUMYL-PINACA	
5F-EDMB·PICA	
5F-EDMB-PINACA	
5F-MDMB·PICA/5F-EMB-PICA	
5F-MDMB-PINACA	
5F-NPB·22	
5F-AB-PINACA	
SF-PB-22	
AB-CHMINACA	
AB-FUBINACA	
Adamantyl-CHMINACA ADB-FUBINACA	
ADB-PINACA	
APP-BINACA	
EMB-FUBINACA	
FUB-144	
FUB·AKB48	
FUB-AMB	
FUB-PB-22	
JWH-018	
JWH-073	
JWH-250	
MAB·CHMINACA	
MDMB-4en-PINACA	
MDMB-FUBICA	
MDMB-FUBINACA	
MMB-4en-PICA	
MMB-4en-PINACA	
MMB-FUBICA	

13. Novel Psychoactive Substance Testing (per drug class) per the following specifications.

- a. Novel psychoactive substances (NPS) are compounds designed to mimic the effects of prescription drugs, evade detection by typical drug testing methodologies, and avoid regulation.
- b. NPS can be described by numerous terms, including legal highs or research chemicals labelled 'not for human use.'
- c. NPS testing must include available option for urine specimens as an add-on by drug class.
- d. All shipping pricing must be included in quoted pricing
- e. Current testing options must include the following parent drugs and/or metabolites:

<u>Designer</u> <u>Opioids</u>	<u>Designer</u> <u>Benzodiazephines</u>	Hallucinogens/dissociatives	Synthetic stimulants
2-Furanyl Fentanyl	Adinazolam	1cP-LSD	2-Fluoroamphetamine
2-Furanylbenzyl	Bromazolam	1P-LSD	2-Fluoroethamphetamine
Fentanyl 2-Methyl AP-237	Clonazolam	2С-В	2-Fluoromethamphetamine 2- Methoxyamphetamine
, Acryl Fentanyl	Deschloroetizolam	2F-Deschloroketamine	2-Methoxymethamphetamine
Benzoyl Fentanyl	Diclazepam	3F-PCP	3-Fluorophenmetrazine
Benzyl Fentanyl	Etizolam	3/4F-Deschloroketamine	3/4-Fluoroamphetamine
Bromo Fentanyl	Flualprazolam	4-OH-DET	3/4-Fluoroethamphetamine
Brorphine	Flubromazepam Flubromazolam	4-OH-DIPT	3/4-Fluoromethamphetamine
Butyryl Fentanyl	Flunitrazolam	4-OH-MET 25B-NBOH	4CI-Alpha-PVP
Chloro Fentanyl	Methylclonazepam	25E-NBOH	4-Fluoromethylphenidate
cyclopropyl Fentanyl	Nitrazolam	AL-LAD	Alpha-PiHP
Desnitroisotonitazene Despropionyl	Phenazepam	ALD-52	Alpha-PHP
Fluorofentanyl	Pyrazolam	Deschloroketamine	Alpha-PVP
Etazene	r yrazolain	Deschloro-N-Ethylketamine	5/6-APB
Etonitazene		Methoxy PCP	Benzylone
Fluoro Fentanyl			Butylone
Fluorofuranyl Fentanyl			Chloro-N,N-DMC
Fluoro1sobutyryl			Dibutylone
Fentanyl Isotonitazene			Ethylone
Methyl Fentanyl			Eutylone
Metodesnitazene			Methoxetamine
Metonitazene			p-Methoxyamphetamine
Norcarfentanit			p-Methoxymethamphetamine Methylone
Protonitazene U-47700			N-butyl Hexedrone N-butyl Pentylone
U-48800			N-ethyl Heptedrone
U-49900			N-ethyl Hexedrone
Valeryl Fentanyl			N-ethyl Pentedrone
			N-ethyl Pentylone
			Pentylone
			TFMPP

Novel Psychoactive substances
Phenibut
Tianeptine
Xylazine

INFORMATION SECURITY: Contractor 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, Contractor 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. Contractor 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.

LSU TERM CONTRACT – TERMS & CONDITIONS

A "Term Contract" is defined as an agreement with a supplier to provide specified goods and/or services on an as-needed basis at established prices, terms and conditions during a specific period of time (or term), and does not guarantee usage. Term Contract purchase orders (PO) issued serve as a binding contract with LSU.

1. Scope of Contract

This solicitation is issued to establish a term contract for the specified goods and/or services for the period beginning ________, in accordance with all specifications, terms, and conditions.

2. Initial Contract Period

LSU intends to award all items for the initial contract period specified above. Award delays beyond the anticipated contract begin date may result in an initial award less than the specified contract period.

3. Contract Renewals/Extensions

At the option of LSU and acceptance by the Supplier, this contract may be renewed for ______ additional ______ month periods, or extended in partial increments thereof, at the same prices, terms and conditions of the original contract award.

4. Estimated Quantities

Solicitation quantities shown are estimated only and may be based on historical contract usage and/or projected needs; where usage is not available, a quantity of one (1) indicates a lack of history on this item. Suppliers are cautioned that regardless of the quantity shown in the solicitation, LSU shall not be obligated under the contract to purchase any specific or minimum amount. Supplier must supply any order requirements at the bid/contract prices, whether the total of such requirements are more or less than the estimated quantities shown.

5. Firm Pricing

Contract prices shall remain firm for the duration of the contract term; and no price increases will be allowed, unless escalation/de-escalation provisions are specifically provided for herein. Prices may not exceed the current nationally advertised and available General Services Administration (GSA) Price Schedule if one exists.

LSU is a member of the National Association of Educational Procurement (NAEP) and the E & I Cooperative Purchasing Service.

6. Insurance Requirements

If an automobile is utilized in the execution of the contract, including deliveries made with company owned, hired, and/or nonowned vehicles, Supplier shall be required to furnish a certificate of insurance evidencing coverages per attached insurance requirements. The Board of Supervisors of Louisiana State University and Agricultural & Mechanical College shall be named as an additional insured on all liability policies.

7. Supplier Parking on the LSU Campus – Permits & Gate Passes

LSU A & M Campus: Suppliers needing access to reserved, gated "C" parking lots or to controlled access streets in the center of campus for logistics in performing business with LSU, must apply for gate passes through the LSU Office of Parking & Transportation Services (PTS). Visit the LSU/PTS website at <u>www.lsu.edu/parking</u> and the "Parking & Permits" webpage for details.

Other Campuses: For parking information, contact Buyer-Of-Record for instruction or refer to specific campus parking instructions.

8. Supplier Non-Performance

Supplier is required to perform in strict accordance with all contract specifications, terms, and conditions. Supplier will be advised in writing of non-performance issues and shall be required to promptly implement corrective actions to ensure contract compliance and to prevent recurrences. In the event supplier nonperformance is deemed severe, LSU reserves the right at its sole discretion to suspend supplier and cancel the contract with a ten (10) day written notice. Contract cancellations due to non-performance may be cause to deem the supplier non-responsible in future solicitations.

9. Contract Amendments

Requests for contract changes must be made in writing by an authorized agent/signatory of the supplier and submitted to LSU Procurement Services for prior approval. Requests shall include detailed justification and supporting documentation for the proposed amendment.

Contract revisions shall be effective only upon approval by LSU Procurement Services and issuance of a formal LSU Contract Amendment or PO Change Order. The supplier shall honor purchase orders issued prior to the approval of any contract amendment as applicable.

10. Price Reductions

Whenever price reductions are made by the Supplier/Manufacturer during the LSU contract term, and which are offered to similarly-situated customers [i.e. those contracting under similar terms, conditions, periods, etc], and which are lower than LSU contract prices, said reductions shall be afforded to LSU.

Supplier shall give prompt written notice to LSU Procurement Services of any such price reduction and effective date for issuance of a formal contract amendment. Price reductions must be offered to all departments. Suppliers found to have knowledgably and willfully withheld such price reductions may be required to reimburse LSU of any overcharges.

11. Product Substitutions

Only those awarded brands and numbers, furnished in the packaging/units of measure and at the unit prices stated in the LSU contract, are approved for order, receipt, and payment purposes. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at Supplier's expense, and non-payment.

By submitting a bid, Suppliers are expected to have sound supplier agreements in place to support and responsibly perform their contractual term obligations with LSU. Unless discontinued by the manufacturer without replacement, Suppliers are expected to honor the awarded brands/numbers throughout the contract term. Substitution requests based merely on the Supplier's own elective change to another supplier may be disapproved at the sole discretion of LSU Procurement Services.

Departments are not authorized to approve or accept product substitutions without Procurement Services' approval. Suppliers who act without regard to this procedure may face contract cancellation, suspension, and/or debarment.

12. Right to Add Department/Campus Users

Where this solicitation may name one department as the primary contract user, LSU reserves the right to authorize additional departments/campuses to use the contract as their needs arise; and Supplier shall honor all such purchase orders.

13. Non-Exclusivity

This agreement is non-exclusive and shall in no way preclude LSU from entering into similar agreements and/or arrangements with other Suppliers or from acquiring similar, equal, or like goods and/or services from other entities or sources.

14. Contract Usage Report

The Supplier shall keep records of all purchases under this contract and shall be prepared to furnish a contract usage report to LSU upon request at any time during the contract term. Contract usage reports must minimally capture and report the following: item numbers and brief item descriptions: total quantities and dollars for each item subtotaled by using department names: and overall contract quantities and dollars.

15. Contract Evaluation

LSU Procurement Services welcomes suggestions for contract improvements to effectively meet the needs of the departments we serve. Department feedback relative to the incumbent Supplier's performance will be requested for consideration when determining our contract options for renewal or re-solicitation. Supplier performance will be monitored for compliance with contract terms and conditions, and reports of deficient performance will be appropriately addressed with the Supplier.

16. Termination for Non-Appropriation of Funds

The following condition shall apply to any contract covering multiple fiscal years:

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation 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 the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

17. Termination for Convenience

The University may terminate this Agreement at any time by giving thirty (30) days written notice to Contractor of such termination or negotiating with the Contractor an effective date.

18. Contract Documents

In the event that any conflict arises between the documents that constitute the agreement, the following order of precedence should apply:

- A. Solicitation SpecificationsB. LSU Term Contract Terms & Conditions
- C. Solicitation Special Terms & Conditions
- D. Solicitation Standard Terms & Conditions

Insurance Minimum Limits and Requirements for Standard Contractor/Vendor Agreements

INSURANCE

The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (henceforth referred to as "University) requires contractors/vendors to procure the below minimum limits. The insurance must be maintained for the duration of work performed for or on behalf of the University, and for the length of any agreement with the University. Failure to maintain the required insurance throughout the term of the Agreement shall be a material breach, and shall entitle University to all remedies provided for in the Agreement, or by operation of law. The minimum insurance requirements described herein do not in any way limit the contractor/vendors' financial responsibilities as outlined in the agreement's Indemnification requirements. Therefore, the contractor/vendor may opt to have broader coverage and limits to satisfy its financial obligations.

Workers' Compensation

Workers' Compensation insurance shall be in compliance with the laws of the state in which the company is domiciled. Employer's Liability shall be included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If Contractor/vendor is exempt from workers' compensation or fails to provide appropriate coverage, then the Contractor/vendor is or agrees to be solely responsible and hold harmless the University for the injuries of any owners, agents, volunteers, or employees during the course of the agreement.

Commercial General Liability (CGL)

Commercial General Liability insurance shall be maintained on an "occurrence" basis, including property damage, bodily injury, products & completed operations, and personal & advertising injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate on Insurance Services Office Form CG 00 01, ISO 2007 edition or equivalent.

Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000 on ISO form number CA 00 01 or equivalent. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned vehicles.

Excess Insurance

Umbrella or Excess insurance may be used to meet the minimum limit requirements for liability insurance.

Other Insurance Requirements

Additional Insured Status

The University is to be listed as an Additional Insured on the Commercial General Liability (must use an endorsement at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms with edition date 2004 if later revisions used). See *Verification of Coverage* section on how the University should be listed as an Additional Insured.

LSU

Waiver of Subrogation/Recovery

All insurances shall include a waiver of subrogation/recovery in favor of the University.

Primary Coverage and Limits of Insurance

For any claims related to work performed for or on behalf of the University or related to an agreement/purchase order, the contractor/vendor's insurance coverage shall be primary insurance as respects to the University. Any applicable insurance or self-insurance maintained by the University shall be excess of the Contractor/vendor's insurance and shall not contribute with it.

Subcontractors

Subcontractors of the Contractor/vendor shall be subject to all of the requirements stated herein. Contractor/vendor shall include all subcontractors as insureds under its policies or shall be responsible for verifying insurance coverages and limits and maintaining Certificates of Insurance for each subcontractor. The University reserves the right to receive from the Contractor/vendor copies of subcontractors' certificates.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions above \$25,000 must be approved by the University or reduced prior to the commencement of work. The University may require the Contractor/vendor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise approved by the University.

Verification of Coverage

The University shall be listed as Additional Insured and Certificate Holder as follows:

The Board of Supervisors of Louisiana State University and Agricultural & Mechanical College 213 Thomas Boyd Hall Baton Rouge, LA 70803

Certificates of Insurance shall be furnished to the University evidencing the insurance required herein including amendatory endorsements. The University's failure to obtain the required documents prior to the work beginning or acceptance of a non-compliant certificate shall not waive the Contractor/vendor's obligation to have in place the required insurances or to provide the certificate. The University reserves the right to require certified copies of all the insurance policies, including endorsements.

Special Risks or Circumstances

LSU reserves the right to consider alternate coverage or limits and to modify these requirements, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Minimum Limits and Requirements for Standard Supplier Agreements (no services to be performed)



The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (henceforth referred to as "University) requires contractors/vendors to procure the below insurance. The insurance must be maintained for the duration of work performed for or on behalf of the University, and for the length of any agreement with the University. Failure to maintain the required insurance throughout the term of the Agreement shall be a material breach, and shall entitle University to all remedies provided for in the Agreement, or by operation of law. The minimum insurance requirements described herein do not in any way limit the contractor/vendors' financial responsibilities as outlined in the agreement's Indemnification requirements; therefore, the contractor/vendor may opt to have broader coverage and limits to satisfy its financial obligations.

Workers' Compensation

Workers' Compensation insurance shall be in compliance with the laws of the state in which the company is domiciled. Employer's Liability shall be included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If Supplier is exempt from workers' compensation then the Supplier is or agrees to be solely responsible and hold harmless the University for the injuries of any owners, agents, volunteers, or employees during the course of the agreement.

Commercial General Liability (CGL)

Commercial General Liability insurance shall be maintained on an "occurrence" basis, including property damage, bodily injury, products & completed operations, and personal & advertising injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate on Insurance Services Office Form CG 00 01, ISO 2007 edition or equivalent.

Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned vehicles.

Excess Insurance

Umbrella or Excess insurance may be used to meet the minimum limit requirements for liability insurance.

Other Insurance Requirements

Additional Insured Status

The University is to be listed as an Additional Insured on the Commercial General Liability policy.

Primary Coverage

For any claims related to an agreement/purchase order, the suppliers' insurance coverage shall be primary insurance as respects to the University. Any applicable insurance or self-insurance maintained by the University shall be excess of the supplier's insurance and shall not contribute with it.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise approved by the University.

Special Risks or Circumstances

LSU reserves the right to consider alternate coverage or limits and to modify these requirements, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.