**Louisiana State Penitentiary – Ferry Service**

**Specifications For Ferry Service On The Mississippi River Between Hwy. 418 and Angola:**

**Contractor must begin operation at 12:01 AM, July 1, 2025**

**Contract Period:** This contract will be for 12 months beginning July 1, 2025 or date of award, whichever is later, and ending June 30, 2026. At the option of the State of Louisiana and acceptance by the Contractor, this contract may be extended for two additional 12 month periods at the same price, terms and conditions. Total contract time may not exceed 36 months.

**Fiscal Funding Clause:**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. 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 or 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 are not appropriated.

Contractors should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

**Scope of Service:**

The contract is to provide water transportation ferrying service at approximately mile 300.5 ahp on the Mississippi River between the west bank (Highway 418 and/or Highway 15 Landing (the location of the landing will be contingent upon river stages) and the Louisiana State Penitentiary (Angola Landing) on the east bank of the Mississippi River.

The Contractor shall provide continuous water transportation service, in accordance with US Coast Guard maritime regulations/standards, from approx. 3:30 AM to 7:30 AM Central Time and from 3:30 PM to 7:30 PM Central Time each and every day of the year. The Contractor shall also provide continuous water transportation ferrying services on those days of the Angola Prison Rodeo (minimum of four days per year during the month of October, and a minimum of two days per year during the month of April). When water conditions render the ferry vessel inoperable, the Contractor will provide a U.S. Coast Guard approved crew boat vessel for 18-20 passengers to ensure continuity of transportation services. In the event the vessel is inoperable due to mechanical problems, it will be acceptable for the Contractor to provide a U.S. Coast Guard approved crew boat vessel for 18-20 passengers, for a maximum of five consecutive days, after which the Contractor will provide a ferry vessel. Contractor will be responsible for relocation of Angola’s ferry landing during times of changing river stages, as necessary. Contractor will also provide water transportation services outside of normal operating times when the situation warrants, as approved by the Warden. Such extraordinary services will be provided an average of 15 times per month up to 204 per year. For such services that exceed the aforementioned monthly limit, Contractor may charge an additional specified fee for such transportation services. The Contractor shall allow minors to cross on any vessel.

Ferrying services to include: Daily water transportation, Angola Prison Rodeo transportation, operation of crew boat, relocation of ferry landing, services outside of normal operating times averaging 15 per month.

**Equipment:** Contractor shall supply one tug and one barge for the water transportation contracted for herein.

The tug shall be, at minimum, a twin screw of at least 1,000 horsepower with a minimum of two 30 KW diesel generators **and shall be a U.S. Coast Guard inspected vessel.** Both the tug and generators shall have spark resistant muffler systems. The tug and its crew shall possess all required U.S. Coast Guard certificates and licenses. The crew shall meet U.S. Coast Guard manning requirements of not less than one licensed master and two deckhands per shift.

The barge shall have dimensions of at least 60 feet in breadth and 110 feet in length **and shall be a U.S. Coast Guard inspected vessel.**  All equipment and appurtenances, including but not limited to rails, life saving equipment and lighting, shall be approved by the U.S. Coast Guard. The barge shall also have an enclosed passenger compartment, meeting U.S. Coast Guard approval, of at least 24 feet by 12 feet with sufficient heating and air conditioning for passenger comfort with adequate seating for 25 passengers. Collectively the tug and barge shall hereinafter be referred to as the “Vessels”.

Contractor shall exercise due diligence in supplying said Vessels and their equipment in a tight, staunch, strong seaworthy condition; and the equipment provided by Contractor shall be furnished in a seaworthy condition. Contractor shall at all times maintain the Vessels and said equipment in a seaworthy condition, and make all necessary repairs and maintenance to the Vessels at its expense.

**Performance of Work:**

The Contractor shall furnish to the Department, water transportation ferry service, shall have necessary personnel and facilities capable of rendering such service, shall have secured the necessary operating permits from governmental authorities, regulated the operation of such a ferry for and in consideration of the terms and conditions as follows:

1. The operation, navigation and management of the Vessels shall be under the exclusive control and command of the Contractor and its servants and its master and crew, subject always to the sole right of the Contractor or the master of the Vessels to determine whether employment may be undertaken. The Vessels will be operated and services herein described will be rendered at time as requested by the Department as set forth below. It is expressly understood and agreed that the Contractor is an independent Contractor and neither it nor its servants nor the master nor the crew of the Vessels are servants, agents or employees of the Department. The actual operation, navigation, management and control of the Vessels shall at all times be done by the Contractor and under its control, command, supervision and direction as the detail of the work, Department being interested only in the completed performance of the service herein provided.
2. The Vessels shall be surveyed by an independent marine surveyor of the Department’s choice prior to the inception of this contract. The Vessels shall be surveyed at a minimum annually. In the event of a casualty, which requires the Contractor to file U.S. Coast Guard form cg-2692 and/or cg-2692a, the Contractor shall give the Department immediate notice of the facts and circumstances of such accident and the Department, at its option, may cause the Vessels to be surveyed.
3. The Contractor, at its own expense, shall furnish all fuel, lube, equipment, services and supplies, including cables, lines and other material necessary to operate the subject Vessels and shall pay all costs and expenses of any nature incident to the use, operation and routine maintenance of the same during the term hereof unless specifically exempted from paying for the same by the provisions of this contract. The Contractor shall also pay crews wages.
4. The Contractor shall supply the labor for the operation of the Vessels used in the performance of the water transportation service contemplated hereunder and shall comply with all marine laws and regulations applicable to the Vessels operations during the term hereof including the providing of the necessary licensed personnel to carry out the water transportation services.
5. It shall be the responsibility of the Department to ensure that the maintenance shall be maintained to the landing of each bank of the Mississippi River. The Department shall likewise, at its own expense, furnish adequate and necessary lighting for the boat landing and all associated equipment in connections with this obligation on the east bank. The Contractor shall at its own expense, furnish adequate and necessary lighting for the boat landing on the west bank and all associated equipment in connection with this obligation. Neither the Department nor the Contractor shall be permitted to change the landings, or to cause a change to be necessary, without the express consent of the other party which consent shall not unreasonably be withheld.
6. Neither the Vessels, the Contractor, the master nor the Department shall be responsible for any loss or damage or delay or failure in performing hereunder arising from: act of god; act of war; act of public enemies, pirates or thieves; arrest or restraint of princes, rulers, dictators or people; or seizure under legal process, provided bond, if required, is promptly furnished by the Contractor to release the Vessels, strikes or lockouts or stoppage or restraint of labor, from whatever cause, either partial or general; or riot or civil commotion; or orders or regulations of any government which asserts jurisdiction over the area in which the work hereunder is to be performed; or any cause beyond the control of the party invoking force majeure, whether the same is similar to the foregoing enumerated causes; or for breakdown of equipment unless such breakdown results from the Contractor’s lack of due diligence to maintain the Vessels and equipment, provided reasonable notice of the breakdown due to failure to maintain the Vessels or equipment is given to officials or executive officers of the Contractor by the Department.
7. The Contractor shall maintain the Vessels in good operating condition, and warrants the competence of its personnel and the performance of the services contemplated hereunder in a proper and workmanlike fashion. If the Contractor is unable to operate Vessels when needed by the Department for any period in excess of four hours in a 24 hour period, for reason of equipment failure or breakdown, then the Department shall have and reserves the right to deduct from the rental due, the amount of $100.00 per hour for each and every hour of delay. This is not intended to prevent the Contractor from doing scheduled routine maintenance which might necessitate a short interruption of service, provided in the absence of an emergency, the period of interruption shall be mutually agreed upon by both the Department and the Contractor at least 48 hours prior to the shutdown of ferry service.

**Termination:**

If at any time during this period, the Contractor should substantially fail to perform any of its duties or obligations or shall violate any of the prohibitions imposed upon it under this contract or have a petition in bankruptcy filed against it which is unanswered or uncontested after 30 days of service of summons and complain, or shall make a general assignment for the benefit of creditors, or if receiver shall be appointed for the Contractor, then this contract at the election of Department shall be null and void.

**Special Conditions of the Contract:**

1. The Contractor understands and agrees that the following special conditions of the contract exist for the benefit of the institution, the employees and offenders, and agrees to abide by said special conditions. The Contractor understands and agrees that violation of any of the following special conditions shall be cause for immediate cancellation, without any prior notice, of this contract. For purpose of this article the term “Contractor” shall apply to the operator.
	1. Abuse of offenders: No Contractor shall abuse an offender for any reason. Forms of abuse include, but are not limited to 1) verbal abuse in which racial slurs, profanity or other insulting remarks are used. Calling an offender anything other than his name is also included; 2) harassing an offender; or 3) damaging, destroying, or otherwise abusing an offender’s belongings through willful act or gross negligence.
	2. Contraband: unless authorized, intoxicating liquors, weapons, substances defined in the uniform controlled dangerous sub-law, or any other article, substance or thing that may reasonably be considered to endanger security shall not be brought onto, possessed, or stored at any part of a correctional facility where offenders are assigned or may reasonably have unsupervised access. Authorized exceptions are, for example, when firearms are issued for performance of duty, or handling of drugs by pharmacists or other authorized personnel. Contractors may also be prosecuted under Louisiana R.S. 14:402.
	3. Falsifying documents or making false statements: knowingly making false statements or deliberate omission of important facts on official reports or documents is absolutely forbidden. This includes, but is not limited to: disciplinary reports, incident reports, investigation reports, unusual occurrence reports, accident reports, employee violation reports, time and attendance records, as well as knowingly making false statements or deliberately omitting important facts to any person conducting an investigation for the Department or for another state or federal agency.
	4. Intoxication: no Contractor may report for or be on duty when the odor or effects of alcohol or other intoxicants are definitely noticeable.
	5. Malfeasance:
		1. No Contractor shall threaten an employee with physical violence;
		2. No Contractor shall take or attempt to take the property of offenders, or employees, or of the State of Louisiana (“State”),

nor use such property for his benefit or the benefit of another;

* + 1. No Contractor shall strike an employee while on state grounds, except in self-defense;
		2. No Contractor shall have sexual relations with an offender;
		3. Contractor shall not have sexual relations with employees while on duty;
		4. No Contractor shall willfully or through gross negligence destroy nor cause to be lost the property of others or of the State;
		5. Only authorized employees shall disclose confidential information contained in any files of the Department, and then only to persons authorized to receive this information;
		6. Contractors shall not allow unauthorized persons to have access to records under their control;
		7. Racial/sexual harassment of employees – no Contractor shall make unsolicited sexual overtures or derogatory racial comments to an employee while on duty. Deliberate and/or reported unsolicited words, comments, or gestures, or other acts which have the purpose or effect of unreasonably interfering with an employee’s work performance, or creating an intimidating or offensive work environment are prohibited;

(10) Contractor will refrain from any criminal conduct;

(11) No Contractor shall contact criminal justice agencies in regard to influencing the removal of detainers or making recommendations, favorable or unfavorable, on behalf of offenders in the custody of or under the supervision of the Department of Public Safety and Corrections, Corrections Services.

* 1. Unauthorized transactions with offenders:
		1. Bringing, or knowingly permitting the introduction of, any unauthorized item or message for an offender into or out of a correctional facility is forbidden (this, of course, does not apply to the authorized processing of mail/packages, supplies, etc.);
		2. Contractor shall not bet or gamble with offenders;
		3. Contractor shall not assist an offender or an offender’s visitor or family member in circumventing any applicable regulations or policies.
	2. Warden’s Policy

* + 1. While on the institutional grounds, the Contractor will strictly adhere to all federal, state and local laws and institutional directive;
		2. Any person may be barred from the institution or removed from the institution if it is in the best interest of the Department of Public Safety and Corrections, Corrections Services;
		3. If requested to do so by the warden, the Contractor must leave the institutional grounds immediately.
	1. Cancellation of contract: this contract may be cancelled immediately, without any prior notice, for violation of any of the above noted special conditions.

2. The Contractor shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the State, provided, however, that claims for money due or to become due to the Contractor from the State may be assigned to a bank, trust company or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.