

INVITATION TO BID		LSU	BID DUE DATE AND TIME	
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE			06/17/2025 11:00 AM CT	
SOLICITATION RFQ-0000002548 SUPPLIER # SUPPLIER NAME AND ADDRESS <div style="border: 1px solid black; height: 100px; width: 100%; margin-top: 10px;"></div>			RETURN BID TO lsubids@lsu.edu Buyer Brianna Gauthier Langlois Buyer Phone Buyer Email bgaut25@lsu.edu Issue Date 06/03/2025	
TITLE: Natural Gas for LSU Main Campus- Term Contract				
<p style="text-align: center;">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 style="text-align: center;">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 #	

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<p><u>Bid Submission Information</u></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p><u>Bid Opening Information</u></p> <p>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:</p> <p>https://lsu.zoom.us/meeting/register/tJwvcuygqTltHtZZWmWrGBCjXxstyfiETx33</p> <p>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.</p> <p>If an unforeseen circumstance beyond LSU's control prevents bid opening, the Bid will open at the next scheduled bid opening date.</p> <p><u>Insurance</u></p> <p>Please note attached insurance requirements. Successful bidder will be required to furnish a certificate of insurance evidencing required coverages and naming the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College as an additional insured on all liability policies.</p> <p><u>Additional Information</u></p> <p>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.</p> <p>Bid prices for shipping are to be quoted FOB LSU/DESTINATION and inclusive of any and all applicable shipping and handling charges.</p> <p>LSU is a member of the National Association of Educational Procurement (NAEP) and the E&I Cooperative Purchasing Service.</p> <p>A preference, if applicable, may be allowed for products produced, manufactured, assembled, grown or harvested in Louisiana. Do you claim this preference? Yes _____ No _____. Note: Preferences shall not apply to service contracts. Is your Louisiana business workforce composed of a minimum of fifty percent Louisiana residents? Yes _____ No _____. Specify Item Number and location within Louisiana where the product is/was produced, manufactured, assembled, grown or harvested:</p> <p>_____ Note: This preference is not applicable for services.</p>			

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<p>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.</p> <p>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.</p>		
<ol style="list-style-type: none"> <p>1. Supplier Enrollment</p> <p>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</p> <p>2. Bid Delivery and Receipt</p> <p>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 submitted 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.</p> <p>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.</p> <p>3. Bid Forms</p> <p>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.</p> <p>4. Interpretation of Solicitation/Supplier Inquiries</p> <p>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.</p> <p>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.</p> <p>5. Bid Addenda</p> <p>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.</p> <p>6. Bid Opening</p> <p>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.</p> <p>7. Special Accommodations</p> <p>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.</p> 		

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<p>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.</p> <p>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.</p> <p>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.</p> <p>11. Bids/Prices/F.O.B. Point</p> <ul style="list-style-type: none"> • 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/package specified (e.g. each, 12/box, etc), or may be rejected. • In the event of extension errors, the unit price bid shall prevail. <p>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 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.</p> <p>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.</p> <p>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.</p> <p>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.</p>		

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<p>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.</p> <p>17. Applicable Law All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>		

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<p>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.</p> <p>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.</p> <p>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 www.sam.gov.</p> <p>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.</p> <p>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.</p>		

PRICE SHEET			INVITATION TO BID			Page 7
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ITEM NO.	ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT	
UNLESS SPECIFIED ELSEWHERE, SHIP ALL ITEMS TO: Facility Svcs 70 Engineering Ln Baton Rouge, LA 70803						
1	All or None Furnish Natural Gas to LSU Main Campus per Attached Specifications. Base Spot Market Price: Plus _____ (PER MMBTU)					



NATURAL GAS SPECIFICATIONS

GENERAL

LSU shall accept bids for the furnishing of natural gas on demand to serve the Baton Rouge Campus. The estimated daily usage in July of 2024 was 2,059 MMBTU with the annual consumption of approximately 944,719 MMBTU. See Appendix A for monthly consumption figures for the years 2022 through 2024. The gas supplier shall deliver gas to the Main Gas Distribution point (Point A) located approximately 500 feet south of the intersection of Illinois Central Railroad and South Stadium Drive. The gas shall be delivered to Point A at a nominal 450 PSIG and a maximum of 600 PSIG. The supplier shall provide, at no additional cost to LSU, and maintain appropriate metering facilities at each point of delivery. LSU reserves the right to install check meters.

The gas shall be firm supply with uninterruptible delivery. LSU shall buy gas on an as needed basis. No specific quantity is guaranteed. The gas shall be reasonably free from objectionable liquids or solids. The gas shall not contain in excess of three percent by volume of carbon dioxide, twenty grains of sulphur per hundred cubic feet, one grain of hydrogen sulphide per hundred cubic feet, and seven pounds of water per million cubic feet. The heating value of the gas shall at all times be no less than nine hundred fifty BTU's per cubic feet. **Gas Quality Analysis shall be provided to LSU on a monthly basis.**

PERIOD

The contract period is to be effective from the time of award and continue until June 30, 2026 for a one nominal (1) year period. If mutually agreed, the contract may be extended for two (2) additional 1-year periods under the same terms and conditions.

PRICING

Gas is to be priced "Base Spot Market Price" (as defined below) plus or minus a margin/MMBTU. The Bid Price is to be the Margin/MMBTU, inclusive of any and all charges associated with delivery of the gas to specified points. "Base Spot Market Price" is to be defined as the Market Center Spot gas price for the Henry Hub, per MMBTU, for the first day of each applicable month as published by McGraw Hill Companies, Inc., in "Inside F.E.R.C.'s Gas Market Report".

LSU reserves the right to engage in certain fixed price transactions that modify "Base Spot Market Price" for either all or a portion of gas purchases in order to hedge against the volatility that is inerrant in pricing that is based on monthly spot market trading activity.

At any time during the term of this Agreement, LSU may request a quote from Seller for a fixed price or a floating price with a fixed price floor, cap, ceiling or collar (each such transaction, whether at a fixed-price or fixed-price floor, cap, ceiling or collar, is herein called a "Fixed Price") that is based on the New



York Mercantile Exchange ("NYMEX") natural gas futures contract or otherwise as an alternative to a Contract Price that floats based on NYMEX, industry postings, reference publications, or other external market factors or indices, for a specified quantity of Gas to be delivered at the Delivery Point for the relevant Delivery Period. If the Parties mutually agree to a fixed price for a specified quantity of Gas to be delivered at the Delivery Point for a particular month, Seller shall forward to LSU by email a "Fixed Price Confirmation". The Parties' agreement shall be deemed conclusive upon LSU's receipt of Seller's written Confirmation unless LSU objects to any errors contained in the Confirmation immediately following its receipt. If the Parties are unable to agree on a Fixed Price for any given request by LSU, the applicable Contract Price specified in the Gas Sales Contract shall apply. Once a Fixed Price has been established for a given period, the Fixed Price shall be irrevocable as to the affected quantities, such Fixed Price shall not be subject to change and the corresponding quantities must be nominated by LSU and shall be deemed to be the first Gas purchased during the applicable month. If a Fixed Price is established for a quantity of Gas in a particular month that is less than the total quantity of Gas purchased by LSU in such month, and/or if more than Fixed Price for different quantities of Gas has been established in a particular month, then the first Gas purchased during said month shall be the first quantities for which a Fixed Price was established, followed by any additional quantities in the order they are purchased.

WARRANTY

Seller warrants title to all Gas sold hereunder. In addition, Seller agrees to indemnify LSU from all suits, actions, debts, acts, demands, costs, losses, and expenses arising from or out of adverse claims of any or all persons to the title to the Gas sold hereunder and to royalties or liens on said Gas which accrue and are applicable prior to delivery thereof to LSU.

LIABILITY

As between the Parties hereto, Seller shall be fully responsible and liable for any and all damages, claims or actions, including injury to and death of any persons caused by or resulting from the operation of Seller's facilities, appurtenances and properties and the possession and handling of such Gas while in the possession or control of Seller or which shall be shown to have been occasioned by the sole negligence of Seller. Seller shall be deemed to be in possession and control of the Gas until the same is delivered to LSU at the Points of Delivery. For any and all such damages, claims or actions based on occurrences during the time Gas is in Seller's possession or which shall be shown to have been occasioned by the sole negligence of Seller, Seller shall fully protect, defend, indemnify and hold LSU, its successors and assigns, and its directors, officers, agents and employees harmless from and against each and every claim, demand or cause of action and any liability, cost, expense, damage or loss including reasonable attorney's fees, in connection therewith which may be made or asserted by Seller, or Seller's officers, employees, agents or



assigns, or by third parties, on account of personal injury or death, or on account of property damage. Seller agrees to defend LSU and any of LSU's agents, employees, officers, or anyone else for whom LSUs may be liable against any lawsuit arising out of any such damages at Seller's expense and to pay off any judgment so rendered in any such lawsuit together with all costs and attorney's fees incurred by LSU (to or for any attorney of LSU's choosing) in preparing for and defending any such lawsuit.

As between the Parties hereto, LSU shall be fully responsible and liable for any and all damages, claims or actions, including injury to and death of persons caused by or resulting from the Operation of LSU's facilities, appurtenances, and properties and the possession or handling of such Gas while in the possession or control of LSU, including, without limitation the odorization or failure to odorize such Gas, but not including damages, claims, or actions which shall be shown to have been occasioned by the sole negligence of Seller. LSU shall be deemed to be in possession and control of the Gas upon its delivery to LSU at the Points of Delivery. For any and all such damages, claims or actions based on occurrences during the time Gas is in LSU's possession, not resulting from or arising out of the sole negligence of Seller, LSU shall fully protect, defend, indemnify and hold Seller, its successors and assigns, harmless from and against each and every claim, demand or cause of action and any liability, cost, expense, damage, or loss in connection therewith which may be made or asserted by LSU or LSU's officers, employees, agents or assigns, or by third parties, on account of personal injury or death, or on account of property damage.

Each Party to this contract shall furnish appropriate insurance certificates upon request by the other Party hereto. Evidence of insurance coverage per the attached is required of the successful bidder by LSU.

FORCE MAJEURE

To the extent either Party is prevented by a Force Majeure Event from carrying out, in whole or part, its obligations hereunder and such party (the "Claiming Party") gives Notice and details of the Force Majeure Event to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations hereunder (other than the obligation to make payments that are otherwise accrued due and payable under this Agreement). The Claiming Party shall use commercially reasonable efforts to remedy its inability to perform as a result of the Force Majeure Event. "Force Majeure Event" means an event or circumstance which prevents one Party from performing its obligations under a Transaction, which event or circumstance is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of reasonable diligence, the Claiming Party is unable to overcome. Force Majeure Events include, but are not limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption, termination and/or curtailment of Firm transportation and/or storage by Transporters (including but not limited to operational flow orders, pipeline capacity allocations, unscheduled maintenance, pipeline interconnect issues or other similar problems); (iv) acts of others such as strikes,



lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, or regulation (including but not limited to a tariff regulation in a Transporter's tariff). Unless otherwise specified in this Contract, the term "Firm" in the preceding sentence means Seller's utilization of firm service agreement(s) with Transporter(s) under which the Delivery Point(s) is not a specified primary point for the delivery of natural gas.

The Parties acknowledge that an operational flow order declared by a Transporter may occur with little to no advance notification. Accordingly, if either Party receives notice or becomes aware of an operational flow order requiring action to be taken in connection with the operational flow order or the delivery or consumption of natural gas hereunder, such Party shall use commercially reasonable efforts to notify the other Party by telephone or electronic mail of such event in a timely manner. Each Party shall take all actions required to comply within the time prescribed by the operational flow order, and any penalties assessed by a Transporter shall be borne by the Party who failed to comply. Both Parties agree that an operational flow order may require one or both Parties to buy or sell quantities of natural gas in the then current market conditions, which may be appreciably higher or lower than the pricing set forth in an affected Transaction, and any such quantities shall be priced according to the then current market conditions and delivered or received on a reasonable best efforts basis, subject to available transportation.

A "Transporter" is a natural gas gathering or pipeline company, or local distribution company, transporting natural gas for Seller or LSU upstream or downstream, respectively, of the Delivery Point specified in a Transaction Confirmation."

Notwithstanding anything in these provisions relating to Force Majeure and Market Disruption to the contrary, the pricing charged to LSU during any Market Disruption Event or Force Majeure event shall not exceed the market price in the area (as illustrated by the Platt's Gas Daily Henry Hub Daily Indices posted during such event) plus the mark-up per MMBTU included in their bid.

GOVERNMENT REGULATIONS

This contract shall be construed in accordance with the laws of the State of Louisiana and all applicable Federal Laws.

The volume of natural gas stated in this bid is an estimate based on historical and projected usage patterns. This estimate is provided for informational purposes only and does not constitute a guarantee, commitment, or obligation to purchase a fixed volume of gas. Actual usage may vary significantly depending on operational needs, weather conditions, and other factors. LSU reserves the right to purchase more or less than the estimated volume without penalty.



Appendix A

LSU Natural Gas Consumption (MMBTU)

Total Gas Usage (MMBTU)	2022	2023	2024
Jan	176,742	171,916	147,162
Feb	145,336	109,453	114,386
Mar	164,554	116,690	76,024
Apr	89,601	127,908	75,180
May	71,592	105,215	69,402
Jun	167,716	91,041	57,338
Jul	148,075	100,522	63,826
Aug	187,945	63,757	57,669
Sep	175,624	124,541	52,462
Oct	174,838	190,992	65,531
Nov	141,088	191,113	74,322
Dec	192,343	159,348	91,416
Total	1,835,454	1,552,498	944,719

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 _____ and ending _____, 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 non-owned 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 www.lsu.edu/parking 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 knowingly 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 Specifications
- B. 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.

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.