


INVITATION TO BID		BID DUE DATE AND TIME	
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE		07/16/2026 11:00 AM CT	
SOLICITATION RFQ-0000002855 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 Alexandra Torres Huber Buyer Phone +1 (225) 578-9398 Buyer Email atorre6@lsu.edu Issue Date 06/26/2026	
TITLE: BOAT CHARTERS- COASTAL/OFFSHORE - TERM CONTRACT			
<p style="text-align: center;">To Be Completed By Supplier</p> <ol style="list-style-type: none"> 1. _____ "No Bid" (sign and return this page only). 2. _____ My Company does not wish to receive future solicitations for this spend category. 3. Specify your Delivery: To be made within _____ days after receipt of order. 4. 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"> 1. 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. 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 price are 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 receipt of properly executed invoice, or delivery and acceptance, whichever is later. 6. 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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1. 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.

2. 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/QLfFfBZmRqio9DF9ESf0QA>

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.

3. Bid Prices

Bid prices must be inclusive of all applicable charges.

4. Insurance Requirements

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.

5. Method of Award

All or None- Award shall be made to the lowest responsible and responsible Supplier for all items.

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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 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.

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/package 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 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.

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 www.sam.gov.

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](#).

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ITEM NO.	ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
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<p>UNLESS SPECIFIED ELSEWHERE, SHIP ALL ITEMS TO: ECE - Rm1002A 93 South Quad Baton Rouge, LA 70803</p>					
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1	All or None Single Day Boat Rental for field research at coastal and offshore sites, per attached specifications.	20	Day	\$ _____	\$ _____
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2	All or None Multi-Day boat rental for field research at coast and off shore sites, per attached specifications.	20	Day	\$ _____	\$ _____
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COASTAL/OFFSHORE BOAT CHARTER SPECIFICATIONS

Purpose: To obtain competitive bids to establish a coastal/offshore charter contract to be used on an as needed basis.

Background: To access field sites and establish and conduct field research at coastal and offshore sites requiring a vessel. Research teams including faculty, postdocs, and graduate students from the College of the Coast and Environment will utilize this contract.

Vessels:

- Must have a minimum fleet size of at least 1 vessel.
- Primary vessel must be powered with twin outboard engines (minimum 250 hp each)
- Primary outboard vessel must be 28-30' long and seat up to 4 passengers, not including the captain
- Vessel(s) must have current registration with the LA Department of Wildlife and Fisheries and equipped with U.S. Coast Guard boating requirements
- Ports for vessel launch will be determined prior to charter taking place. LSU personnel will meet supplier at designated marina/launch site. Vessel launches include but are not limited to: Rigolets, Venice (Venice Marina and Cypress Cove Marina), Grand Isle, Port Fourchon, Cocodrie, Freshwater City, Cypremort Point, and Rockefeller Wildlife Refuge.
- Must be able to access sites across the state from estuaries to off the continental shelf. Sites include, but are not limited to: all banks associated with the Flower Garden Banks National Marine Sanctuary, standing platforms and artificial reefs in both state and federal waters across the state, floating platforms off the shelf edge, Lake Pontchartrain, Lake Borgne, Barataria Bay, Lake Calcasieu, and Chandeleur Islands.
- Vessels shall be equipped with fishing equipment capable of catching a range of species including electric reels.
- Vessel shall be capable platform to deploy vertical or benthic longlines
- Vendor must have a winch system and/or pot puller capable of deploying and pulling up scientific equipment off the seafloor (approximate weight of equipment 200-250 lbs).
- Ability to perform overnight trips. LSU to provide their own meals.
- Vessel must have sufficient deck space to tag large animals including but not limited to tunas, amberjack, and sharks
- Vessel must have a tagging trough (minimum 3' in length) on board
- Vessel must have a tank with recirculating water to hold fish that will be tagged, and a saltwater hose hook-up

Bid Prices

Daily rates given must be for two trip types: day trips and overnight trips (multi-day). Additional technical services (e.g., operation of special equipment) may be requested at times. The charges for these services may be negotiated between LSU and the supplier and added to the purchase order.

Fuel

Fuel charges will be invoiced in addition to the daily/multi-day boat rate. **Do not include fuel costs in bid price.** Supplier will be reimbursed for actual dollar amount of fuel purchased for the rental and will be required to provide detailed receipt of fuel charges. The University will only be required to pay for fuel for actual miles traveled in boat during rental. The University is not responsible for the fuel reimbursement of automobiles if utilized in the execution of the contract.

Trips

LSU must have the ability to book and cancel trips within 24 hours' notice.

Duration – As long as needed to complete the day's task. Duration of a trip will vary based on time of year and could include up to all available daylight.

Additional Sites

LSU reserves the right to add new field sites/locations to this contract at a mutually agreed upon price.

Captains Experience Requirements:

- Experience working on scientific research projects including: fish tagging, use of vertical and benthic longlines, ROV and camera deployments
- Minimum of 15 years of experience deploying electronic tags on marine fish including: tunas, billfish, reef fish, sharks, tarpon.
- Minimum of 20 years experience operating offshore vessel charters
- Minimum 100-ton Coast Guard license. This license must be provided by the Supplier upon request.

Supplier must provide, upon request, the resume as well as any other documentation required, of the captain's experience demonstrating that all of the above experience requirements are met.

Insurance Requirements:

The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (hereinafter "University") requires the Supplier/Contractor to procure and maintain the following minimum insurance coverages for the duration of this Agreement. Failure to maintain required insurance shall constitute a material breach of this Agreement, entitling the University to all remedies available under the Agreement or by operation of law. These minimum requirements do not limit the Contractor's financial responsibilities under the indemnification provisions of this Agreement.

Worker's Compensation and Employer Liability

Workers' Compensation insurance shall be maintained in compliance with the laws of the state in which the Contractor is domiciled. Employers' Liability shall be included with minimum limits of \$1,000,000 per accident / per disease / per employee.

Maritime Coverage Required for Offshore and Coastal Operations

Given the offshore and coastal nature of the work, coverage must specifically include:

- **Jones Act Coverage** (46 U.S.C. §30104) for crew members, including the captain and any vessel personnel, who qualify as “seamen” under the Act. This coverage shall be endorsed onto the Worker’s Compensation policy using NCCI Endorsement WC 00 02 01A (Maritime Coverage Endorsement).
- **US Longshore and Harbor Workers’ Compensation Act (USL&HWC)** coverage, using NCCI Endorsement WC 00 01 06A, for any employees whose injuries may be covered under that Act.

Commercial General Liability (CGL)

Commercial General Liability Insurance shall be maintained on an occurrence basis on ISO Form CG 00 01 (ISO 2007 edition or equivalent), including property damage, bodily injury, products & completed operations, and personal & advertising injury, with limits not less than:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

Protection & Indemnity (P&I) Insurance

Protection & Indemnity Insurance with Collision Liability Coverage is required for all watercrafts.

Private Watercraft (charter/non-commercial flag):

- Not Exceeding 30’: \$500,000
- Exceeding 30’: \$1,000,000

Commercial Watercraft (USCG-documented, CG licensed required per specs):

- 1-7 Passengers: \$1,000,000
- 7-21 Passengers: \$5,000,000
- 21+ Passengers: \$10,000,000

Excess/Umbrella Liability

Umbrella or Excess insurance may be used to satisfy minimum liability limits. The umbrella policy must follow form with underlying coverages.

Safety Briefing Requirements

Prior to each departure, the Contractor/Captain shall conduct a mandatory pre-voyage safety briefing for all personnel aboard. The briefing shall cover, at minimum:

- Location and proper use of all personal flotation devices (PFDs); all passengers shall don PFDs prior to departure and as directed by the Captain;
- Location and operation of fire extinguisher(s), flares, and emergency signaling equipment;
- Emergency man-overboard procedures and muster station(s);
- Weather conditions and any known hazards for the planned route;
- Conduct expectations aboard the vessel, including restricted areas of the vessel

The Captain has final authority over all safety decisions, including the authority to abort or delay any trip due to unsafe weather, sea, or mechanical conditions. LSU personnel shall comply with all Captain directives regarding vessel safety. The Contractor shall maintain a log documenting that a safety briefing

was conducted for each trip, including date, names of personnel aboard, and Captain's signature. This log shall be made available to LSU Risk Management upon request.

Incident Reporting

The Contractor shall promptly report to the University's Office of Risk Management any incident, accident, near-miss, injury, illness, property damage, emergency, or allegation that may give rise to a claim arising during any trip conducted under this Agreement, regardless of fault or perceived severity. This obligation applies to all persons aboard, including LSU personnel, the Contractor's crew, and any authorized third-party passengers.

Initial notification to the University's Office of Risk Management may be made by phone or email upon return to port, or as soon as safely and practically possible once the vessel is secured and any emergency response is underway or complete. A written report shall follow within five (5) University business days and shall provide a complete account of the incident, including all relevant facts, conditions, persons involved, actions taken, and any contact made with governmental authorities. This reporting obligation is separate from and does not substitute for any applicable federal maritime casualty reporting requirements, which run independently of this Agreement.

The Contractor shall preserve all vessel logs, GPS/navigation records, and related records until written authorization for disposition is received from the University. The Contractor shall cooperate fully with any investigation by the University, its insurers, or any regulatory authority. Notification under this section does not constitute an admission of liability by any party.

Louisiana State University and Agricultural & Mechanical College
Office of Risk Management
225-578-3165 | riskmanagement@lsu.edu

Other Insurance Requirements

Additional Insured Status

The University shall be listed as an Additional Insured for the full policy limits on the Commercial General Liability policy using an endorsement no less broad than ISO Form CG 20 10 11 85, or both CG 20 10 and CG 20 37 (edition date 2004 or later). For vendor agreements, ISO Form CG 20 26 or equivalent is acceptable.

Waiver of Subrogation

All required insurance policies shall include a Waiver of Subrogation/Recovery in favor of the University, its Board of Supervisors, officers, employees, agents, and volunteers.

Primary and Non-Contributory Coverage

The Contractor's insurance shall be primary and non-contributory with respect to any insurance or self-insurance maintained by the University, using ISO Endorsement CG 20 01 or its equivalent.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions (SIRs) in excess of \$25,000 must receive prior written approval from the University or be reduced before commencement of work.

Acceptability of Insurers

All required insurance shall be placed with insurers holding a current A.M. Best rating of no less than A-VII.

Subcontractors

All subcontractors used by the Contractor under this Agreement shall be subject to equivalent insurance requirements. The Contractor shall furnish certificates of insurance for all subcontractors upon request.

Verification of Coverage

Certificates of Insurance, including all amendatory endorsements, shall be furnished to the University prior to commencement of work and shall name the University 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**

The University reserves the right to require certified copies of all insurance policies and endorsements.

References:

Suppliers should submit WITH BID at least 2 references that demonstrate supplier has experience performing a similar scope of work. Include contact person, address, phone number, and email address. If requested, Supplier must submit references ASAP.

1. Name of
Company _____
Address _____
Contact Person _____
Telephone _____
Email Address _____

2. Name of
Company _____
Address _____
Contact Person _____
Telephone _____
Email Address _____

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