Invitation to Bid

Lallie Kemp Medical Center

LSU Health Sciences Center

BIDS WILL BE PUBLICLY OPENED:

June 07,2021 09:00 AM

VENDOR NO. :
SOLICITATION : **000547**
OPENING DATE : **06/07/2021**
PRINT YOUR COMPANY'S NAME & ADDRESS BELOW:

_____

_____

_____

_____

Return Sealed Bid to:
Purchasing Department
52579 Highway 51 South
Independence LA 70443

BUYER : **McIntyre Margaret S**
BUYER PHONE : **985/878-1472**
DATE ISSUED : **05/18/2021**
REQ. NO : **0022638**
FISCAL YEAR : **2022**

From Req ID - 0022638

INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
   DIVERSE SUPPLIER
   (A) SUPPLIER UNDERSTANDS THAT LSU, AS THE STATE'S FLAGSHIP UNIVERSITY, HAS AN INTEREST IN PROVIDING ENTREPRENEURIAL OPPORTUNITIES TO DIVERSITY-OWNED BUSINESSES. THE UNIVERSITY IS DEDICATED TO PROMOTING THE GROWTH AND DEVELOPMENT OF MINORITY, WOMEN, AND SMALL AND HISTORICALLY UNDERUTILIZED BUSINESSES ("DIVERSE BUSINESSES") BY PROVIDING OPPORTUNITIES TO PARTICIPATE IN UNIVERSITY CONTRACTS.
   (B) IN SUPPORT OF THIS COMMITMENT, THE SUPPLIER SHALL USE GOOD FAITH AND BEST EFFORTS TO PROVIDE OPPORTUNITIES TO DIVERSE BUSINESSES THAT ARE EITHER CERTIFIED BY THE STATE OR ANOTHER CERTIFYING AGENCY IN A DIVERSE CATEGORY, AS A SUBCONTRACTOR OR SUPPLIER UNDER THIS AGREEMENT.
   (C) IF APPLICABLE, SUPPLIER SHALL PROVIDE LSU WITH A LIST OF DIVERSITY-OWNED BUSINESSES DURING EACH CONTRACT YEAR, THE LIST OF BUSINESSES SHOULD IDENTIFY:
      (1) THE NAME OF THE BUSINESS;
      (2) ITS PRINCIPAL OFFICE OR ADDRESS;
      (3) THE OWNER(S); AND
      (4) THE SERVICES OR GOODS THAT IT MAY PROVIDE OR SUPPLY AND THE VALUE OF THE GOODS OR SERVICES PROCURED FROM THE BUSINESSES INCLUDED ON SUPPLIER'S LIST.
   (D) TO THE EXTENT THAT ANY FEDERAL OR STATE LAW, RULE, OR REGULATION WOULD REQUIRE THAT THIS SECTION BE MODIFIED OR VOIDED, THE PARTIES AGREE THAT SUCH PROVISION CAN BE AMENDED OR SEVERED FROM THE AGREEMENT WITHOUT AFFECTING ANY OF THE OTHER TERMS OF THE AGREEMENT.
2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.
3. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
4. SPECIFY YOUR PAYMENT TERMS: _____ . CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS

_____

BY SIGNING THIS BID, THE BIDDER CERTIFIES:

* THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA).
* THAT IF THIS BUSINESS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEAR ON EITHER LISTING, MY BID WILL BE REJECTED.

VENDOR PHONE NUMBER: **FAX NUMBER:**	**TITLE**	**DATE**
SIGNATURE OF AUTHORIZED BIDDER **(MUST BE SIGNED)**	**NAME OF BIDDER** **(TYPED OR PRINTED)**	

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* THAT IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, MY COMPANY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.

THE BIDDER FURTHER CERTIFIES:

* COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS.
* THIS BID IS MADE WITHOUT COLLUSION OR FRAUD.
* THAT ALL TAXES DULY ASSESSED BY THE STATE OF LOUISIANA AND IT'S SUBDIVISIONS, INCLUDING FRANCHISE TAXES, PRIVILEGE TAXES, SALES TAXES AND ALL OTHER TAXES FOR WHICH THE FIRM IS LIABLE HAVE BEEN PAID.
* THAT IF MY BID IS ACCEPTED WITHIN _____ DAYS FROM BID CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION).
* DELIVERY WILL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF ORDER.

5. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE
6. TO ASSURE CONSIDERATION OF YOUR BID, SEE HEADER FOR RETURN INSTRUCTIONS. ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE AND CLEARLY ENDORSED WITH THE BID NUMBER, BID OPENING DATE AND, BID OPENING TIME. REQUEST FOR QUOTATIONS AND ADDENDA SHOULD BE SUBMITTED VIA FAX, EMAIL OR PLACED IN AN ENVELOPE AND DELIVERED.
7. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
   PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL:
   IN ACCORDANCE WITH EXECUTIVE ORDER NUMBER JBE 2018-15, EFFECTIVE MAY 22, 2018, FOR ANY CONTRACT FOR $100,000 OR MORE AND FOR ANY CONTRACTOR WITH FIVE OR MORE EMPLOYEES, CONTRACTOR, OR ANY SUBCONTRACTOR, SHALL CERTIFY IT IS NOT ENGAGING IN A BOYCOTT OF ISRAEL, AND SHALL, FOR THE DURATION OF THIS CONTRACT, REFRAIN FROM A BOYCOTT OF ISRAEL. THE STATE RESERVES THE RIGHT TO TERMINATE THIS CONTRACT IF THE CONTRACTOR, OR ANY SUBCONTRACTOR, ENGAGES IN A BOYCOTT OF ISRAEL DURING THE TERM OF THE CONTRACT.
8. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31).
9. INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.
10. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.
11. STANDARDS OR QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED 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. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.
12. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO

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SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

13. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.
14. AWARDS. AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUP, OR IN TOTAL, AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.
15. PRICES. UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.
16. DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.
17. TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.
18. NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.
19. CONTRACT RENEWALS. UPON AGREEMENT OF LSU HCSD AND THE CONTRACTOR , A TERM CONTRACT MAY BE EXTENDED FOR ADDITIONAL 12 MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 60 MONTHS. RS 39:1615
20. CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
    (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 CONTRACTOR;
    (4) FRAUD, COLLUSION CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE;
    (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW;
    (6) ANY OTHER BREACH OF CONTRACT.
21. DEFAULT OF CONTRACT. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.
22. ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.
23. APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.
24. COMPLIANCE WITH CIVIL RIGHTS LAWS BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE

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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 VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER 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, POLITICAL AFFILIATION, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, 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.

25. SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS 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.
26. INDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.
27. INTERPRETATION OF DOCUMENT: ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.
28. ACCEPTANCE OF BID: ONLY THE ISSUANCE OF A PURCHASE ORDER OR A SIGNED CONTRACT CONSTITUTES ACCEPTANCE ON THE PART OF LSUHSC.
29. ADHERENCE TO JCAHO STANDARDS: WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION.
30. PREFERENCE: IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.
    DO YOU CLAIM THIS PREFERENCE? YES _____ NO_____
    SPECIFY THE LINE NUMBER (S) _____
    SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED _____
    (NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)
    DO YOU HAVE A LOUISIANA BUSINESS WORK FORCE? YES _____ NO _____
    IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS? YES_____ NO_____
    FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.
    PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.
31. SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:
    31.1.A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT

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A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE;

OR

31.2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT;

OR

31.3. AN INDIVIDUAL LISTED ON THE STATE OF LOUISIANA BIDDER'S APPLICATION AS AUTHORIZED TO EXECUTE BIDS. BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH THE ABOVE.

32. CODE OF CONDUCT

32.1. THE CODE OF CONDUCT OF THE LSU HEALTH SCIENCES CENTER - HEALTH CARE SERVICES DIVISION (HCSD) PROVIDES THE GUIDING STANDARDS FOR OUR DECISIONS AND ACTIONS AS MEMBERS OF THE HCSD. ALTHOUGH THE CODE CAN NEITHER COVER EVERY SITUATION IN THE DAILY CONDUCT OF OUR VARIED ACTIVITIES, NOR SUBSTITUTE FOR COMMON SENSE, INDIVIDUAL JUDGMENT OR PERSONAL INTEGRITY; IT IS THE DUTY OF EACH OFFICER, DIRECTOR, EMPLOYEE, LEASED EMPLOYEE, STUDENT AND AGENT ("PERSONNEL") OF THE HCSD TO ADHERE, WITHOUT EXCEPTION, TO THE PRINCIPLES SET FORTH HEREIN. ALL PERSONNEL OF THE HCSD ARE SUBJECT TO AND SHALL COMPLY WITH THE TERMS OF THIS CODE OF CONDUCT.

32.2. HCSD PERSONNEL, AS DEFINED ABOVE, SHALL COMPLY WITH ALL APPLICABLE STATE AND FEDERAL LAWS, REGULATIONS, AND HCSD POLICIES. THIS INCLUDES, BUT IS NOT LIMITED TO, COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) PERTAINING TO PRIVACY AND INFORMATION SECURITY, AS WELL AS, THE DEFICIT REDUCTION ACT OF 2005 PERTAINING TO THE DETECTION AND PREVENTION OF FRAUD WASTE AND ABUSE AND RIGHTS OF EMPLOYEES TO BE PROTECTED AS WHISTLEBLOWERS UNDER THE FALSE CLAIMS ACT.

32.3. HCSD PERSONNEL SHALL CONDUCT ALL ACTIVITIES IN ACCORDANCE WITH THE HIGHEST ETHICAL STANDARDS OF THE STATE, THE COMMUNITY, AND THEIR RESPECTIVE PROFESSIONS, IN A MANNER THAT UPHOLDS HCSD'S REPUTATION AND STANDING.

32.4. HCSD PERSONNEL HAVE A DUTY TO AVOID CONFLICTS OF INTEREST AND MAY NOT USE THEIR POSITIONS OR AFFILIATION WITH THE HCSD FOR PERSONAL BENEFIT.

32.5. HCSD PERSONNEL SHALL STRIVE TO ATTAIN THE HIGHEST STANDARD OF PATIENT CARE AS STATED IN THE HCSD MISSION.

32.6. THE HCSD SHALL PROVIDE EQUAL OPPORTUNITY AND PERSONNEL SHALL RESPECT THE DIGNITY OF ALL PATIENTS AND PERSONNEL.

32.7. HCSD PERSONNEL MUST UPHOLD THE HIGHEST MORAL AND ETHICAL STANDARDS IN EDUCATION OF HEALTH PROFESSIONALS AND HEALTH RELATED RESEARCH.

32.8. HCSD PERSONNEL SHALL MAINTAIN PROPER ACCURATE AND COMPLETE RECORDS AND A RELATIONSHIP OF INTEGRITY WITH ALL PAYOR SOURCES.

32.9. ALL BUSINESS PRACTICES OF THE HCSD AND ITS PERSONNEL SHALL BE CONDUCTED WITH HONESTY AND INTEGRITY.

32.10. HCSD SHALL HAVE PROPER REGARD FOR HEALTH AND SAFETY FOR ITS PERSONNEL AND PATIENTS.

32.11. THE CODE OF CONDUCT IS THE FUNDAMENTAL BASIS FOR THE OPERATION AND ACTIVITIES OF THE HCSD.

32.12. HOW TO REPORT A SUSPECTED VIOLATION OF THE CODE A SUSPECTED VIOLATION OF THE CODE OF CONDUCT MAY BE REPORTED WITH ALL PERTINENT INFORMATION TO YOUR IMMEDIATE SUPERVISOR. SUCH MATTERS MAY ALSO BE REPORTED DIRECTLY TO THE COMPLIANCE DEPARTMENT. IN EITHER CASE,THIS REPORTING MAY BE DONE WITHOUT FEAR OF RETALIATION.

HCSD COMPLIANCE OFFICE 225-922-0572

COMPLIANCE ACCESS LINE AT 1- 800-735-1185.

32.13. REPORTS TO THE COMPLIANCE OFFICE OR ACCESS LINE MAY BE ANONYMOUS AND WILL BE MAINTAINED ON A CONFIDENTIAL BASIS AS ALLOWED BY LAW.

32.14. VIEW THE ENTIRE HCSD CODE OF CONDUCT AT HTTP://WWW.LSUHOSPITALS.ORG/POLICIES/PUBLIC/DEFAULT.ASP FROM THE RIGHT SIDE OF THE PAGE CLICK ON 8500 COMPLIANCE AND THEN 8501-07 CODE OF CONDUCT.

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33. CORPORATE BUSINESS INTEREST

33.1. ALL VENDORS AND/OR BIDDERS SHALL BE REQUIRED TO PROVIDE INFORMATION REGARDING VENDOR AND/OR BIDDER'S BUSINESS STRUCTURE, MEMBERS, OR THOSE WITH A FINANCIAL INTEREST IN VENDOR AND/OR BIDDER'S BUSINESS SHOULD THAT INFORMATION BE REQUESTED BY LSUHCSD. ANY FAILURE BY VENDOR AND/OR BIDDER TO PROVIDE THE REQUESTED INFORMATION MAY BE CAUSE TO TERMINATE THE CONTRACT OR TO CONSIDER THE BID AS NONRESPONSIVE. THIS INFORMATION SHOULD BE SUBMITTED WITH BID; IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 3 DAYS OF REQUEST OR BID MAY BE REJECTED. ADDITIONALLY, VENDOR AND/OR BIDDER SHALL UPDATE THIS INFORMATION SHOULD THERE BE ANY CHANGE IN THE CORPORATE STRUCTURE AND/OR OWNERSHIP OF VENDOR AND/OR BIDDER'S COMPANY.

33.2. VENDORS AND/OR BIDDERS SHALL DO THEIR BEST TO PREVENT ANY CONFLICTED RELATIONSHIPS OR CONFLICTS OF INTEREST WITH LSUHCSD PERSONNEL IN CONNECTION WITH THIS BID. FURTHER, VENDORS AND/OR BIDDERS SHALL NOT USE ANY EXISTING CONFLICTED PERSONAL RELATIONSHIPS WITH LSUHCSD PERSONNEL AS AN ADVANTAGE IN THE BID OF AND/OR AWARD OF THIS CONTRACT.

33.3. THE CODE OF CONDUCT CONTAINED IN THE INVITATION TO BID SHALL BE APPLICABLE TO VENDOR AND/OR BIDDER, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND THEIR EMPLOYEES AS IF THEY WERE EMPLOYEES OF LSUHCSD.

WHEN APPLICABLE, AND IF NECESSARY TO COMPLY WITH THE HIPAA PRIVACY RULE, THE SUCCESSFUL VENDOR WILL BE REQUIRED TO EXECUTE OUR BUSINESS ASSOCIATE ADDENDUM, WHICH MUST BE RETURNED WITHIN TEN (10) DAYS AFTER REQUEST, WHEN REQUESTED.
A SAMPLE OF OUR CURRENT BUSINESS ASSOCIATE ADDENDUM CAN BE FOUND ON THE HCSD WEB SITE AT: HTTP://WEBDEV.LSUHSC.EDU/HCSD/HIPAA/.

34. AUDIT OF RECORDS: THE STATE LEGISLATIVE AUDITOR, FEDERAL AUDITORS, AND INTERNAL AUDITORS OF THE STATE SHALL HAVE THE RIGHT TO INSPECT AND AUDIT ALL TIMEKEEPING AND EXPENSE RECORDS OF THE CONTRACTING ENTITY OR ANY SUBCONTRACTOR OF THE CONTRACTING ENTITY TO SUBSTANTIATE AMOUNTS INVOICED BY SUPPLIER WITH RESPECT TO THIS AGREEMENT. THE RIGHTS OF INSPECTION AND AUDIT SHALL COMMENCE AS OF THE DATE OF THIS AGREEMENT AND SHALL CONTINUE FOR A PERIOD OF FIVE (5) YEARS AFTER PROJECT ACCEPTANCE OR AS REQUIRED BY APPLICABLE STATE AND FEDERAL LAW. THE CONTRACTING ENTITY AND ANY SUBCONTRACTOR OF THE CONTRACTING ENTITY SHALL MAINTAIN ALL TIMEKEEPING AND EXPENSE RECORDS RELATED TO THIS AGREEMENT FOR THE ENUMERATED FIVE (5) YEAR PERIOD.

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SPECIAL TERMS & CONDITIONS	Page 7 of 8
NUMBER : 000547 **OPEN DATE : 06/07/2021 TIME: 09:00 AM**	**BIDDER:**

MAINTENANCE SERVICE AGREEMENT ON CONMED LAPROSCOPIC TOWERS
****
SEE ATTACHED FOR SPECIFICATIONS

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PRICE SHEET	Page 8 of 8
NUMBER : 000547 OPEN DATE : 06/07/2021 TIME: 09:00 AM	BIDDER:

UNLESS SPECIFIED ELSEWHERE SHIP TO:

52579 Highway 51 South
Independence LA 70443

Line No.	Description	Qty	UOM	Unit Price	Extended Amount
1	12 months service for GS2000 AIRSEAL Insufflator Specify brand, model bid(if applicable)	2.00	EA		
2	12 months service for LS8000 Light Source Specify brand, model bid(if applicable)	2.00	EA		
3	12 months service for4K Display Monitor Display Specify brand, model bid(if applicable)	4.00	EA		
4	12 months service for UP-DR80MD Sub Dye Printer Specify brand, model bid(if applicable)	2.00	EA		
5	12 months service for IM8000 VID CAMERA BASE Specify brand, model bid(if applicable)	2.00	EA		
6	12 months service for CMS9000 VIDEO PROCESSOR Specify brand, model bid(if applicable)	2.00	EA		
7	12 months service on CMS34 15 IN TOUCH SCREEN Specify brand, model bid(if applicable)	2.00	EA		

Lallie Kemp Medical Center
Conmed Laparoscopic Towers

To provide a full service & preventative maintenance agreement for the equipment described in this document for:

LSUHSC Lallie Kemp Medical Center
92579 Hwy. 51South
Independence, LA 70443
Effective**07/01/2021**

This contract is inclusive of all repair, planned periodic maintenance or inspections (PPM or PMI}, Calibrations, labor and travel, and all parts. Replacement parts are to be new OEM parts- NO REFURBISHED OR REMANUFACTURERED parts. Scheduled maintenance inspections are to be made in accordance with the number given on the equipment list by each piece of equipment during contract period. Consumables are not included in this proposal except supplies needed to complete preventative maintenance services. Continuity of equipment repair and maintenance shall be upheld with the date of this agreement and with minimal disruption to patient services. Ata minimum, the OEM recommended periodic maintenance, repair, service, and/or periodic maintenance requirements are included with this proposal.

On-site contact:
LAK-BIOMED@lsuhsc.edu
985-878-1233 or 1234

Hours of Service:

- All work, including preventative maintenance and repair services will be performed during normal working hours of 7:30am to 5:00pm, Monday thru Friday, excludes the following holidays: Good Friday, Memorial Day, July 4, Labor Day, Thanksgiving, Christmas Day and New Year's Day.
- Work performed before or after these hours, weekends, or above holidays, will be charged at the rates and entered by the bidder below.

Overtime Rate Hourly $_____
Weekends excluding Sunday's rate hourly $_____
Sundays and Holidays rate hourly $_____

If vendor is called to work at any of the above times, a separate purchase order will be issued on the next business day from the time the work was performed. Vendor should phone the Purchasing Department and speak to Margaret McIntyre, at (985} 878-1472 to make the department aware that a repair was done at one of the unusual times so that required paperwork can be retrieved from the Biomed department, and issue the vendor a PO so they can be paid for their services. Vendor must provide a copy of the signed service ticket from one of the Biomed personnel who assisted with the work, who can verify the work to the Purchasing Department at that time.

Any service or repair that is not covered by this agreement shall have prior approval and separate purchase order number from the LKMC CFO prior to any work being done. LKMC will not be responsible for any work done outside the scope of this contract without the above stated prior approval and purchase order, except as noted above in the event after hour, weekend or holiday call out, in which the vendor is to follow the above outlined procedure.

Preventative Maintenance Inspection:
The vendor is required to make comprehensive inspections during the agreement period with in-house assistance. This inspection will follow all manufacturer recommended procedures and frequencies of inspection(s} on the equipment which shall include, but not limited to, lubrication, and technical and mechanical adjustments, verification of proper operation, verification of operation of all safety devices, all parts, labor and travel associated with preventative maintenance inspection and schedule prior to the event with LKMC Biomed Department. Additional PPMs or PM is may be required, if the service records indicate, to achieve optimal equipment performance. Flexible schedules are necessary to minimize conflicts with patient schedules. After PM is completed documentation for the PM must be left with the Biomed Dept. or emailed by no later than the next day.

Repairs:
This contract shall also include repairs necessary to restore any failed equipment between the inspections with detailed equipment maintenance records. Repairs will be necessary whenever a machine is unable to function according to the original manufacturer's instructions and upon the request of LKMC. Vendor shall be available at jobsite within 4 hours of original call from LKMC. Telephone response is to be the hour of original call from LKMC. Should an onsite repair take longer than one business day, successful vendor shall update the Biomed department of the status. Should the repair prove to be extensive, weekly progress reports shall be provided. After repair or service work is completed documentation for the repair or service work must be left with the Biomed Dept. or emailed by no later than the next day.

Electronic submissions of service reports are to be sent to LAK-BIOMED@lsuhsc.edu after each PM and/or service repair. Repairs should, if at all possible, be performed on-site. If outside servicing is the only choice, and LSUHSC/Lallie Kemp is expected to be the shipper of the equipment themselves, the contractor shall submit all shipping procedures that include the receiver's address, contact person, telephone numbers, specifications pertaining to return authorization numbers and any other pertinent information upon successful award.

Engineer & Housing:
All labor and required training necessary to maintain the unit to the manufacturer's specifications are to be provided by successful vendor. Vendor shall be factory trained on all equipment listed.

The contractor shall be solely responsible for provisions of repair, maintenance, diagnostic equipment/tools, and sufficient resources to fulfill the terms of this agreement.

Equipment Safety/Hardware and Software Enhancements:
The contractor shall be required to furnish and install OEM provided hardware and software enhancements or updates such as those that improve the ease of use by the user department, correct inherent product problems, correct or improve safety requirements, improve diagnostic capabilities for equipment failures or errors at no additional cost to the user department. This includes the following service as no charge: add/delete/edit IP addresses add/delete/edit AE titles, re-configure network settings and troubleshoot any dicom issues, set up networking and troubleshoot network issues. Vendor shall provide any other setup or networking services necessary on the equipment to interface with RIS/PACS at no charge.

Parts:
Vendor shall have the sole responsibility for obtaining all new OEM parts required to fulfill this agreement. LSUHSC/Lallie Kemp Medical Center reserves the right to specify new OEM replacement parts. If new OEM replacement parts are not available, the contractor may substitute replacement parts with the approval of the Director of Biomedical Engineering- Brian Smith. Any applicable warranty periods, pro-rated guarantees, or exchange rates shall be upheld by the service provider for all replacement parts, including applicable terms after the expiration date of the contract. Delivery of parts should be next day or room/device down situations.

Up-Time Guarantee:
The vendor SHALL provide LSUHSC- Lallie Kemp Medical Center with at least 98% reliability or better for the term of the agreement. This is less than 5 days of downtime for the year.

In the event the contractor is unable to repair the equipment to the manufacturer's performance standards within five (5) business days of the date of requested service, LSUHSC- Lallie Kemp Medical Center reserves the right to have them repaired by an authorized dealer and to charge the repair costs to the contractor. This requirement may be waived only when there is sufficient evidence that the required parts for the repair have been ordered, but have not been received by the contractor.

Provisions of priority service shall be guaranteed to LSUHSC/Lallie Kemp Medical Center that will support catastrophic failures or service events that exceed 48 hours. Downtime shall not exceed five (5) working days unless substantial proof is submitted by the contractor outlining unavoidable supply or parts availability circumstances that prohibits timely repair. The contractor shall be required to provide an on-site, qualified OEM or an OEM approved specialist to complete repairs and document operation verification procedures when repairs extend beyond 48 hours and/or recurrent or transient problems persist after repeated repair attempts. The contractor shall submit a well-defined technical or service event escalation procedure for repairs that exceed 48 hours or a recurrent or transient problem persists and repeated attempts have been unable to correct the problem(s).

Technical Support/Training:
The contractor/ vendor shall supply remote monitoring of equipment, unlimited clinical and technical phone/on-site support for facility's Bio-Medical and Department Staff. This would allow the facility to be first call for equipment problems that may be corrected by in-house personnel. The vendor will submit all necessary telephone and beeper numbers with the bid.

Service Qualifications:
The contractor shall provide qualified, experienced, and factory-trained to provide equipment repair, maintenance, and inspections. Contract service personnel shall be consistent and readily available to fulfill this agreement. The contractor must submit the following with the bid:

- Certification or proof of training of assigned personnel, specifying scope of and source of training
- Type of equipment assigned personnel can efficiently and effectively service and repair. .
- Years of experience in performing both emergency and remedial service with specified equipment.
- Submission of qualifications of personnel providing direct repair and maintenance, if it changes during the contract period.
- Meet ISO 9001/2000 Industry Standard.

If the stipulations in this maintenance agreement cannot be met by the contractor, the contractor shall provide an OEM or qualified third party service provider at no charge to LKMC. Proof of certification is required to be submitted prior to work being performed.

The contractor shall be accountable for agreements or subsequent financial obligations entered into by OS the contractor with other service providers in order to fulfill the terms of this agreement.

Other Qualifications:
The contractor shall be required to submit quality assurance tests, operational verification procedures, service reports or any regulatory requirements per manufacturer, hospital, or departmental guidelines within 36 hours of the completion of the maintenance or repair event to the Biomedical department.
The Biomedical Control Number must be indicated on all submitted documentation. Documentation shall be submitted in one of three ways: Left on-site with the Biomedical department sent electronically to the Biomed department or faxed to 985-878-1580.

This contract shall exclude repairs due to abuse, water damage, and all acts of God.

Individual monthly prices shall be listed for each piece of equipment on the equipment list. Equipment listed on the equipment listing that is put out of service by LKMC, will reduce the monthly amount due to Vendor. Any new equipment purchased by LKMC can be added to the contract at any time at the monthly price stated on the bid for similar items. New equipment that is not similar to any equipment listed on the bid will not be added to this contract. In order to add or delete any new equipment, a written request will be made by LKMC to vendor and vendor will respond their approval in writing to LKMC Purchasing Department, stating the amount that will be added or deducted from the monthly amount. The base bid includes all repairs, maintenance, and parts, as stated in this bid proposal.

Compliance Qualifications:
The contractor shall be required to maintain and document compliance with LSUHSC/Lallie Kemp Medical Center guidelines (including Infection Control) of compliance with all applicable Safety regulations and accreditation pertaining to this bid. The program will meet or exceed all Federal, State, Local, CAH, CAP, AABB, and JCAHO requirements. Any requirement met with regards to the services provided under this agreement by the contractor shall cause the contractor to be liable for the cost of bringing those deficiencies into compliance.

This purchase order is approved to appropriations of funds by the legislature.

The following conditions, unless otherwise stated in the bid document, will apply to all orders:

Payment to vendors- payment for goods and/or services purchased by the state will only be made in accordance with the following conditions:

1. Invoices must reference the state's purchase order number and reflect the quantity billed by purchase order line number.
2. Bills of lading, packing slips, and/or other related shipping papers must reference the state's purchase order number and reflect the quantity shipped by purchase order line number.

The state is not responsible for goods delivered or work done without a written order. No allowance for boxing or crating. Unauthorized quantities in excess of this order will be returned or held subject to shipper's order, expense and risk.

Contractor warrants that the merchandise to be fur "shed hereunder will be in full conformity with the specification, drawing or sample and agrees that this warranty shall survive acceptance of the merchandise and that contractor will bear the cost | inspecting rejected merchandise.

All rejected goods will be held at contractor's risk and expense, subject to contractors prompt advice as to disposition. Unless otherwise arranged, all rejected goods will be returned at contractor's expense. Contractor will, at its expense, defend the state against any claim that any merchandise to be furnished hereunder infringes a patent or copyright in the United States or Puerto Rico, and will pay all cost, damages and attorney's fees that a court finally awards as a result of such claim.

LIST OF EQUIPMENT:

BIOMED ID #	MODEL	S/N	DESCRIPTION	COMMENTS
22311	GS2000 AIRSEAL	1911CE0808	Insufflator	Include 1 PM per year
22312	GS2000 AIRSEAL	1911CE0807	Insufflator	Include 1 PM per year
22304	LS8000	19410001	Light Source	Include 1 PM per year
22305	LS8000	19410005	Light Source	Include 1 PM per year
22308	4K Display	D32419380068	Monitor Display	Include 1 PM per year
22309	4K Display	D32419380070	Monitor Display	Include 1 PM per year
22317	4K Display	D32419380067	Monitor Display	Include 1 PM per year
22318	4K Display	D32419380069	Monitor Display	Include 1 PM per year
22315	UP-DR80MD	732313	Sub Dye Printer	Include 1 PM per year
22316	UP-DR80MD	732389	Sub Dye Printer	Include 1 PM per year
22302	IM8000	19110028	VID CAMERA BASE	Include 1 PM per year
22303	IM8000	19120035	VID CAMERA BASE	Include 1 PM per year
22306	CMS9000	CMS1219003C	VIDEO PROCESSOR	Include 1 PM per year
22307	CMS9000	CMS1219002C	VIDEO PROCESSOR	Include 1 PM per year
NA	CMS34	CMS-1219-008M	15 IN LCD TOUCH SCREEN MONITOR	Include 1 PM per year
NA	CMS34	CMS-1219-012M	15 IN LCD TOUCH SCREEN MONITOR	Include 1 PM per year