


Invitation to Bid

LSUHSC Shreveport		BIDS WILL BE PUBLICLY OPENED: November 09, 2023 02:00 PM
VENDOR NO. : 0000041167 SOLICITATION : 007243A OPENING DATE : 11/09/2023		Return Sealed Bid to: Purchasing Department BUYER : BUYER PHONE : DATE ISSUED : 10/30/2023 REQ. NO : FISCAL YEAR : 0

PROFESSIONAL & LAB BILLING SVC

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. FILL IN ALL BLANK SPACES.

3. 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.

4. 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.

5. 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

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

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BIDDER:

BE REJECTED.

* 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.

6. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE
7. TO ASSURE CONSIDERATION, ALL BIDS SHOULD BE SUBMITTED IN AN ENVELOPE WITH THE BID NUMBER VISIBLE ON THE OUTSIDE. NO BID WILL BE OPENED TO DETERMINE CONTENT.
8. 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.

9. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31).
10. INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.
11. 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.
12. 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.
13. 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 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

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BIDDER:

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.

14. 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.
15. 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.
16. 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.
17. DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.
18. 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.
19. 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.
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. EQUAL OPPORTUNITY. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES THAT HE/SHE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR.
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

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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. IDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO IDEMNIFY, 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 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. 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

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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.

33. CYBERSECURITY TRAINING: IN ACCORDANCE WITH LA. R.S. 42:1267(B)(3) AND THE STATE OF LOUISIANA'S INFORMATION SECURITY POLICY, IF THE CONTRACTOR, ANY OF ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS WILL HAVE ACCESS TO STATE GOVERNMENT INFORMATION TECHNOLOGY ASSETS, THE CONTRACTOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS WITH SUCH ACCESS MUST COMPLETE CYBERSECURITY TRAINING ANNUALLY, AND THE CONTRACTOR MUST PRESENT EVIDENCE OF SUCH COMPLIANCE ANNUALLY AND UPON REQUEST. THE CONTRACTOR MAY USE THE CYBERSECURITY TRAINING COURSE OFFERED BY THE LOUISIANA DEPARTMENT OF STATE CIVIL SERVICE WITHOUT ADDITIONAL COST OR MAY USE ANY ALTERNATE COURSE APPROVED IN WRITING BY THE OFFICE OF TECHNOLOGY SERVICES.

FOR PURPOSES OF THIS SECTION, "ACCESS TO STATE GOVERNMENT INFORMATION TECHNOLOGY ASSETS" MEANS THE POSSESSION OF CREDENTIALS, EQUIPMENT, OR AUTHORIZATION TO ACCESS THE INTERNAL WORKINGS OF STATE INFORMATION TECHNOLOGY SYSTEMS OR NETWORKS. EXAMPLES WOULD INCLUDE BUT NOT BE LIMITED TO STATE-ISSUED LAPTOPS, VPN CREDENTIALS TO ACCESS THE STATE NETWORK, BADGING TO ACCESS THE STATE'S TELECOMMUNICATIONS CLOSETS OR SYSTEMS, OR PERMISSIONS TO MAINTAIN OR MODIFY IT SYSTEMS USED BY THE STATE. FINAL DETERMINATION OF SCOPE INCLUSIONS OR EXCLUSIONS RELATIVE TO ACCESS TO STATE GOVERNMENT INFORMATION TECHNOLOGY ASSETS WILL BE MADE BY THE OFFICE OF TECHNOLOGY SERVICES.

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PRICE SHEET

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UNLESS SPECIFIED ELSEWHERE SHIP TO:

1501 Kings Highway
Shreveport LA 71103

Line No.	Description	Qty	UOM	Unit Price	Extended Amount
1	<p>BID for BILLING SVCS: PROFESSIONAL & LABORATORY CLINICAL CHARGE PROCESSING AND COLLECTION OF ACCOUNTS RECEIVABLE FOR CENTER FOR EMERGING VIRAL THREAT LAB, FAMILY MEDICINE-ALEXANDRIA, AND FWCC GENOMICS SEQUENCING LAB</p> <p>Specify brand, model bid(if applicable)</p> <hr style="width: 30%; margin-left: 0;"/> <p style="margin-left: 40px;">RE-BID</p>	1.00	YR		

SPECIFICATIONS FOR PROFESSIONAL AND LABORATORY CLINICAL CHARGE PROCESSING AND COLLECTION OF ACCOUNTS RECEIVABLE

I. **Introduction and Background**

A. **General Information**

Louisiana State University Health Sciences Center Shreveport (LSUHSC-S) is a public university focused on the health sciences and located in Shreveport, Louisiana. It is part of the LSU System and part of the Ochsner LSU Health Shreveport Academic Medical Center. LSUHSC-S operates clinics in Shreveport, Monroe, Alexandria, and the surrounding areas in Louisiana. The institution also treats patients outside of Louisiana in bordering states: Arkansas, Mississippi, and Texas.

LSUHSC-S is educating and training the next generation of healthcare professionals and scientists who will continue our proud legacy of innovative and lifesaving healthcare and cutting-edge medical research. As one of only one hundred forty academic medical centers (AMC) in the nation, LSUHSC-S is a safety net and revered treasure in a community that fought decades for its creation.

B. **Purpose**

LSUHSC is seeking a single responsible and responsive contractor to provide the maximum reimbursement for professional and laboratory billing services and collection of active accounts receivable for LSUMC-S Family Practice Medical Center in Alexandria, LSU Health Shreveport Emerging Viral Threat Lab, and LSUHSC-S FWCC Genomics Laboratory. These charges are primarily for professional and lab services provided at LSUHSC-S, including, but not limited to physician services, advanced practice nurse services, and other receivables as identified by LSUHSC-S. Medical care is provided to primarily Louisiana residents whose payer mix includes, Medicare, Medicaid, Private Insurance, Managed Care, Self-pay, and Free Care. Other professional or laboratory services may be added during the contract for billing services, as identified by LSUHSC-S.

II. **Scope of Services**

The scope of services requested by LSUHSC-S is to provide professional and laboratory billing, account collections including receivables, financial reporting, and analytical services. This includes the complete management of the billing process from the preparation of billing claims to the preparation of delinquent accounts for collections.

The contractor shall provide all of the necessary software and equipment needed to meet the requirements of this bid. The contractor shall provide a system that will ensure secure, as well as complete and uninterrupted, flow of service. This should include adequate backup systems and a data recovery plan/system, should a business continuity issue or disaster occur. The contractor must also agree to retain records according to the LSUHSC-S retention policy.

LSUHSC-S is committed to using technology to improve the efficiency and effectiveness of all processes. LSUHSC-S expects the contractor's operation to effectively use technology that will enhance the billing processes.

LSUHSC-S is seeking a contractor with extensive experience and expertise in professional and laboratory billing with efficient processes to provide timely, accurate, and effective collection efforts. The contractor must have a minimum of five (5) years of experience in providing charge processing, billing, and collection services for large physician group practices, preferably in a teaching setting, with more than fifty (50) physicians and/or providers.

The contractor must be in good standing with CMS and State Medicaid programs. The contractor must have individuals with at least five (5) years of healthcare physician billing experience who will perform services for LSUHSC-S. Resumes of individuals assigned to this project shall be provided with the bid response. Failure to provide this information may be cause to reject your bid.

A. Statement of Work

The contractor shall maintain accounting policies and procedures that provide for the assurance of accurate and timely billing of LSUHSC-S accounts. The procedures should be efficient and include a system of segregation of duties, review procedures, and internal controls.

The work will consist of billing current charges, and backlogs, if any, of professional and laboratory services and collections of active and aged accounts receivable. The contractor's performance will be monitored by LSUHSC-S and claims will be processed promptly. The contractor shall assist in the education of practitioners in billing and documentation practices.

The contractor shall be capable of delivering the services as described below:

1. Capture charged detail and patient demographics as identified by LSUHSC-S.
2. Prepare, bill, and collect current charges as well as bill and collect any backlogged charges, either electronically or by paper claim submission.
3. Use the Contractor's billing system and computer resources.

4. Obtain service and demographic information for charges in a method that causes the least interruption to the routine operations of LSUHSC-S.
5. Perform promptly all actions above and necessary follow-up procedures, including but not limited to:
 - a) Handle all telephone inquiries relating to contractor's billing.
 - b) Respond to all written correspondence.
 - c) Perform thorough billing services on all third-party and self-pay claims secondary and subsequent billing procedures to secure the net reimbursement possible for each charge under state and federal regulatory guidelines; perform patient billing and collection of current active accounts receivable and identify and assist patients in obtaining financial assistance as requested.
 - d) Handle all Medicare, Medicaid, and commercial billing, reprocessing, and denials as appropriate.

Every month, the contractor will work with LSUHSC-S staff to reconcile payments that are posted in the Contractor's system to what has been deposited into LSUHSC-S's bank account. An electronic version of the reconciliation shall be provided monthly to the staff or designee. The contractor will make a good-faith effort to remit the monthly invoice for all collections by the fifth (5th) day of the following month.

The contractor must be responsible for all activities from collecting patient information, ensuring proper coding of claims, creating the charges, producing a bill, submitting claims to patients and third-party payers for reimbursement, and the collection of electronic and manual payment posting of all professional and laboratory fees of active accounts receivable. Subject to LSUHSC-S approval, a subcontractor may be used for these purposes. NOTE: It is the responsibility of the contractor to make sure that the subcontractor follows all requirements of the specifications and award after approval.

Provide timely information on accounts to ensure that all collection efforts are met before being transferred to the collection agency.

At LSUHSC-S's discretion, the timeframe within which the accounts are returned may be modified.

The Contractor must provide all required reports as indicated in the Contractor's Requirements.

LSUHSC-S is seeking only the services outlined in the advertised Invitation for Bid and no others. What is described in the Invitation for Bid and the subsequent purchase order/contract is the entire scope of services to be provided in this contract. If there is a conflict between the language in the Invitation for Bid and the purchase order/contract,

the Invitation for Bid shall control. Nothing in this contract shall be construed in such a manner as to require the use of any specific manufacturer's equipment, hardware, software, or systems except to meet the specifications and the general and special conditions outlined in the purchase order.

Please be advised that LSUHSC-S is using Electronic Health Record System (EHR). The vendors currently used for EHR systems are E-Clinical Works, LabLynx, and Epic System. Use of these systems shall require that the selected professional and lab billing contractor can interface with these systems to obtain patient information for professional and laboratory billing purposes.

B. Contractor's Requirements

The contractor shall demonstrate evidence of experience and capacity to meet the contract's requirements as outlined in this section.

The contractor shall be able to perform the above tasks without interfering in any way with the ongoing routine operations of LSUHSC-S or with the activities of any other consultants to LSUHSC-S.

LSUHSC-S Business Intelligence team must have access to all billing and patient medical record data either through file export, access to data tables, or data file transfer. Data is needed for LSUHSC-S medical and lab services analysis, internal reporting, external reporting, audit reporting, research, or consolidations with other providers and lab services.

The contractor shall possess sufficient electronic data interchange "EDI" capacity (i.e. personnel, equipment, and expertise) to perform the scope of services described herein. LSUHSC-S and/or the professional service departments may be available to provide minimal assistance with programming or analysis only when imperative. The contractor must be able to accept a real-time HL-7 interface from EHR systems. The contractor must notify LSUHSC-S if a file (or series of files) is missing by no later than three (3) business days, excluding weekends and holidays.

The contractor shall provide that all personnel required to perform services under this agreement and ensure that personnel are certified and properly trained.

1. The contractor must have staff to perform Medicaid, Medicare, private insurance, and managed care provider credentialing. Completion of the credentialing process should occur promptly. Credentialing status worksheets will be provided electronically every month to the CFO or designee. Certified coders experienced in professional and laboratory billing are preferred.

2. Ensure that coders receive specific annual coding training that at a minimum, addresses the following:
 - a. Specific government and private payer reimbursement principles;
 - b. Improper coding practices (i.e, up-coding, under-coding, unbundling, and assumption coding);
 - c. Coding documentation requirements;
 - d. Communication and reporting requirements as they relate to professional billing;
 - e. Certification/credentialing of coders.

3. Ensure that all coders have readily available and accessible current coding and billing reference material, including; a medical dictionary, an anatomy/physiology textbook, and up-to-date ICD, HCPCS, and CPT Code books.

The contractor shall possess the mechanism to obtain Louisiana Medicaid eligibility and also to access the Medicare Common Working file before the award of the purchase order/contract to match and identify patients with potential third-party coverage.

The contractor shall have in place a methodology for activities including collecting patient demographics and patient charges as well as resolving delinquencies.

The contractor shall have experience and working knowledge of computer billing systems, in particular, Epic System, E-Clinical Works, and LabLynx sufficient to perform the scope of services described herein. LSUHSC-S and/or the professional and laboratory service departments may be available to provide minimal assistance with programming or analysis only when imperative.

The contractor shall have the ability to begin billing activities within thirty (30) days of contract award and be ready to meet with LSUHSC-S two (2) weeks before billing activity begins to gather data for startup within the thirty (30) days from the date of contract award.

The contractor shall have experience and working knowledge to receive data electronically from multiple information systems and sources as needed to satisfy the required tasks.

The contractor shall maintain accurate records, and shall be able to electronically report, at a minimum, the following information:

- a) Analysis of charges, payments, and adjustments by physician and/or provider, CPT code, department, financial class, payer, and in total; should include Work Relative Value Unit (wRVU) by provider.

- b) Accounts receivable aging by physician and/or provider, financial class, payer, and department.
- c) Financial Summary by month, year-to-date, and fiscal year.
- d) Monthly payments by physician and/or provider, CPT code, department, financial class, payer, and in total.
- e) Examples of each required report may be included with the contractor's bid response and/or shall be provided within seven (7) days of request.

The contractor shall have a fully staffed operational office located within 250 miles of LSUHSC-S that has satisfactorily performed the services required by this bid. The office must have at least five (5) years of experience in processing professional and laboratory services claims.

The bidder shall demonstrate a history of financial stability. LSUHSC-S will request that the bidder submit their most recent System and Organization Control (SOC) report with the bid response. The bidder is to provide audited financial statements or other representations of financial solvency, which demonstrates that the bidder has adequate financial resources for performance or can obtain such resources as required during performance under this contract. At a minimum, the following must be submitted to confirm financial stability, within seven (7) days upon request from LSUHSC-S:

- Name, address, and contact person's phone number, and e-mail of contractors' banking institution, which LSUHSC-S may contact for financial references.

The bidder shall provide an annual System and Organization Control (SOC1 and SOC2) report for review by LSUHSC-S.

The contractor shall be able to obtain and complete enrollment forms for all provider numbers for physicians and/or providers and the numbers properly linked to LSUHSC-S.

The contractor shall ensure that all coding of procedures and diagnoses is properly done following standard practices.

The contractor shall ensure that employed or contracted coders and billers work from LSUHSC-S -approved profiles outlining specific billing policies unique to LSUHSC-S. If a contractor's employee is no longer employed by the contractor, provide immediate notification to LSUHSC-S, so that LSUHSC-S can update or remove access to LSUHSC-S systems.

The contractor shall provide computer software programs, instruction manuals, and any similar material utilized by the contractor's personnel to provide these services.

The contractor shall provide its own office equipment and office supplies for contractors personnel to provide these services.

The contractor shall provide the postage required to oversee the services outlined in this bid.

The contractor shall ensure that all employees providing services to LSUHSC-S under these terms agree to adhere to all confidentiality rules of LSUHSC-S and as stated further, produce a signed confidentiality agreement. In addition, the contractor shall comply with HIPAA regulations. The selected contractor will be required to execute the LSUHSC-S Business Associate Agreement (BAA) which must be returned within ten (10) days of acceptance of bid.

The contractor shall have a health care billing compliance program in place and ensure that program includes the seven (7) elements for effective compliance programs as outlined in the U.S. Sentencing Commission guidelines and the HHS OIG Compliance Program Guidance for Third-Party Medical Billing companies at Compliance Program Guidance for Third-Party Medical Billing Companies (hhs.gov).

The contractor shall certify that neither this business entity nor any of its owners, employees, or subcontractors are currently listed as excluded or sanctioned by the Department of Health and Human Services, Office of Inspector General (OIG), the General Services Administration (GSA), Food and Drug Administration (FDA), the State of Louisiana, or any other federal or state agency. The contractor shall certify that it has reviewed its owners, employees, and subcontractors against the following databases, and has not found any associated persons or entities as sanctioned on these databases:

<http://exclusions.oig.hhs.gov>

<http://www.sam.gov>

<https://adverseactions.dhh.la.gov>

<https://www.la.la.gov/reports/non-compliance-reports>

After acceptance of the bid, if it is discovered that this business entity or any of its owners, employees, or subcontractors appear on any of these listings, the contract may be canceled by the contracting agency immediately. Furthermore, the contractor must notify the contracting agency immediately if any of its owners, employees, or subcontractors appear on these listings during the period of the contract.

The contractor will ensure the accuracy of all codes on all claims before the submission of all claims. In addition, the contractor is prohibited from submitting questionable claims and must notify the provider in writing within seven (7) calendar days of determining any credible evidence of misconduct on the part of the provider or

contractor. "Misconduct" does not include inadvertent errors or mistakes. Should the contractor or contracting agency discover ongoing patterns by a provider of incorrect coding after attempts to educate the provider, the contractor shall code directly from the medical record.

If there is confusion concerning a coding or billing practice, the contractor will cease any discovered inaccurate or questionable billing and/or billing practices until clarification is secured regarding compliance with Federal, State, MAC, and/or managed care regulations. The contractor will notify LSUHSC-S of such discoveries within seven (7) calendar days.

The contractor will have in place comprehensive written policies and procedures including but not limited to:

- a) Protocols for submitting initial and/or follow-up claims;
- b) Methodologies for resolving inconsistencies in provider documentation;
- c) Steps to take if the billing contractor is unable to locate a code for a documented diagnosis or procedure or if the medical record documentation is not sufficient to determine a diagnosis procedure;
- d) Processes to ensure the billing contractor does not balance bill or submit duplicate claims or seek duplicative payment;
- e) Performing all services (coding/billing) following all applicable federal, state, and local laws and regulations and per provider billing policies and procedures;
- f) Prohibitions on hiring or retaining services of any sanctioned entity or person: including federal or the state of Louisiana-sanctioned individuals or companies;
- g) Methods to be employed to resolve compliance questions when the parties do not agree;
- h) Any specific policies noted in the OIG Compliance Program Guidance for Third-Party Medical Billing Companies;
- i) Plans to ensure continuity of business operations in the event of a disaster for system generators, personnel, service, and telecommunications. A sample copy of a formal disaster recovery plan must be supplied within ten (10) days of request by LSUHSC-S;

If the contractor discovers credible evidence of misconduct, the contractor: (1) is prohibited from submitting any false or inappropriate claims; and (2) has the option to terminate the contract with sixty (60) days prior written notice. In addition, the contractor must provide LSUHSC-S with written notice of any intent to notify any governmental and/or regulatory agency regarding providers' billing/coding practices.

The contractor will conduct regular and periodic audits of credit balances (overpayments) and promptly LSUHSC-S in writing via e-mail the status of such credit balances and recommend as appropriate and necessary that LSUHSC-S promptly

return overpayments obtained from federal or state healthcare programs. Any identified overpayment as soon as possible, but no later than sixty (60) days from identification.

The contractor shall take all reasonable steps to ensure data integrity in the computer systems.

The contractor shall promptly investigate and correct, as applicable and necessary, reported credible evidence of misconduct on the part of the contractor.

The contractor shall provide feedback to providers/practitioners and LSUHSC-S staff regarding the quality of documentation and denial trends. The contractor will also assist LSUHSC-S personnel in denial management and documentation improvement techniques by providing data and/or reports in electronic format as requested.

The contractor shall monitor compliance in high-risk areas monthly as required by LSUHSC-S. Must report their findings and any corrective action plan to LSUHSC-S.

The contractor shall retain records related to the billing process for a minimum of ten (10) years. Those records are to be retrievable within no more than seventy-two (72) hours of request by LSUHSC-S, a payer, or a government enforcement agency. Retained copies of records may be scanned copies.

The Contractor shall submit an electronic acknowledgment of all accounts placed and processed by the contractor to LSUHSC-S.

The contractor must provide access to its billing/reporting system for appropriate LSUHSC-S staff and to ensure that proper training is provided promptly.

The contractor must identify LSUHSC-S points of contact in coding, billing, reporting, information technology, and finance. These contacts, and their designees, should be readily available to the LSUHSC-S Chief Financial Officer (CFO) or designee by phone during normal business hours.

The contractor must assist LSUHSC-S CFO or designee with IT system enhancements that may be needed to participate in reimbursement improvement opportunities, including but not limited to, Physician Quality, MIPS, and MSSP.

C. Payment Procedures

Medicare and Medicaid payments: Payments received from Medicare and Medicaid intermediaries will be submitted directly to LSUHSC-S and deposited in the specific LSUHSC-S bank account. The contractor will be provided with the Medicare and Medicaid remittance.

Commercial, Self-Pay, and all other payments: Payments received from all other payers will be sent to LSUHSC-S lockboxes.

D. Invoicing

The contractor will invoice LSUHSC-S monthly. The invoice will reflect the amount due to the contractor for the month, as well as supporting documentation on monthly payment/billing activity for the month. LSUHSC-S will process payment to the contractor upon review and approval every month by the due date. The payment will reflect the full amount due to the contractor for services rendered during the previous month.

The contractor will be paid a percentage of the Medicaid, Medicare, and other payers' payments received on accounts where the eligibility for the dates of service being billed was identified and acquired as a direct result of the contractor's work efforts. Any contracts that the contractor may bill for LSUHSC-S will be paid a different percentage for contracts as the contractor will be producing a bill per the contract terms.

E. Effective Date and Term

The contract will have effective dates of December 1, 2023, through November 30, 2026. LSUHSC-S shall at its discretion exercise the option of renewing for two (2) additional one-year terms at the same terms and conditions for a period not to exceed sixty (60) months.

F. Termination

Either party may terminate the contract at any time and without penalty by giving ninety (90) days' written notice of such termination to the other party or negotiating with the other party an effective date. Said notice of termination may be delivered by certified mail, return receipt requested, or via personal delivery services, such as Federal Express or United Parcel Service, or others. The contractor shall be entitled to payment for deliverables in progress, to the extent the work has been performed satisfactorily.

G. Other Services

LSUHSC-S may have opportunities to expand professional and laboratory services during the period of this contract. The contractor must agree to accept those billing services under this agreement unless those services are not in line with the current services. If services are not in the same category as said services, discussion with LSUHSC-S and the Contractor can respectively agree on different terms in which an addendum will have to be processed.

H. Submission of Bid and Pricing

The contractor must bid on the entire service for professional and laboratory clinical charge processing and collection of accounts receivable for current claims. The bid will state an estimated amount billed and collected, based on LSUHSC-S' most current information, for the services to be provided by the contractor to assist the contractor in deciding on the cost of service. The contractors must quote contingent fees expressed as a rate (percentage) per dollar collected for current accounts. Failure to provide this information will cause LSUHSC-S to reject your bid.

The unit of measure will be a percent. The unit price will be the percentage per dollar collected for each current account. The quantity will reflect the estimated amount to be collected on an annual basis. All quantities are estimates. Actual amounts may be more or less but the unit price percentage remains the same. Total collections for FY 2023 were \$8,303,013.76; however, we expect a reduction in collections of about \$4.5M in the Emerging Viral Threat Lab due to the reduction of Covid-19 testing. The projected collections for FY2024 total approximately \$3.8M for all services requested in this bid.

The contractor shall submit written evidence of the authority of the person signing the bid. Current documentation filed with the Louisiana Secretary of State's Office will be deemed acceptable evidence of signature authority. A corporate resolution certifying that the person signing the bid has signature authority will also be deemed acceptable.

III. Bid Dates, Deadlines, and Award Information

RFP Advertised in newspapers and post to LaPAC October 30, 2023
Deadline for receipt of written inquires November 3, 2023
Deadline to answer written inquiries November 7, 2023
Deadline for receipt of Proposals / Opening Date
All Proposals shall remain sealed until the date and time listed November 9, 2023
Responses Due by 2:00pm CST
Notice of Intent to Award request to OSP November 15, 2023
Anticipated Contract Start Date December 1, 2023

Proposals may be mailed through the U. S. Postal Service to LSU Health Sciences Center - Shreveport Office of Procurement at:

LSUHSC-Shreveport
Attn: Lorna Rawls, Purchasing
1501 Kings Highway
Shreveport, LA 71103

E-Mail: lorna.rawls@lsuhs.edu
Phone: (318) 675-5540
Fax: (318) 675-5983

If delivering by U.S. Postal Service to the address listed above, please allow sufficient time for the mail to be transmitted to LSUHS.

Important: Clearly mark outside of envelope, box or package the following information:

- Proposal Name: **Professional Processing and Collection Bid**
- Solicitation Number: **007243A**
- Proposal Opening Date and Time: **11/09/2023, 2:00 PM**

OR

Proposals may be delivered by hand or courier service to the LSU Health Sciences Center - Shreveport's Purchasing Office physical location at:

LSUHSC – Shreveport
Attn: Ms. Lorna Rawls
Administration Bldg, Purchasing Dept
1501 Kings Hwy
Shreveport, LA 71103

(if delivered by bidder, must contact Lorna Rawls at 318-675-5540 for access to the building)

Due to the sensitive nature of the information requested, no emailed bids will be accepted.

Inquiries concerning this solicitation shall be delivered to the LSUHS contact person for this RFP - Ms. Lorna Rawls - by mail, express courier, e-mail, hand, or fax (see delivery information above).

Only the person identified above, or their designee has the authority to officially respond to Proposer's questions on behalf of LSUHS including during the Blackout Period. Any communications from any other individuals are not binding to LSUHS.

An addendum will be issued and posted at the Office of State Procurement LaPAC website, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all RFP documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any State employee or State consultant. It is the Proposer's responsibility to check the LaPAC website frequently for

any possible addenda that may be issued. The Office of State Procurement is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal.

Note: LaPAC is LSUHS online electronic bid posting and notification system resident on the Office of State Procurement website [<http://www.doa.la.gov/Pages/osp/Index.aspx>]. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link:

<https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest user=self reg>

Help scripts are available on OSP website under vendor center at:

<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>

Errors and Omissions in Proposal

LSUHS will not be liable for any errors or omissions in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: LSUHS reserves the right to make corrections or clarifications due to patent errors identified in proposals by LSUHS or the Proposer. LSUHS at its option, has the right to request clarification or additional information from the Proposer.

Changes, Addenda, Withdrawals

LSUHS reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. LSUHS also reserves the right to cancel or reissue the RFP. If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to LSUHS.

Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by LSUHS to award a contract. LSUHS reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of LSUHS to do so. Further, LSUHS reserves the right to cancel or decline to enter into a contract with the successful Proposer at any time after the award is made and before the contract receives final approval from the Division of Administration, Office of State Procurement.

In accordance with the provisions of La. R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any State felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with LSUHS.

Termination for Non-Appropriation of Funds

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

A. Insurance Requirements

The contractor shall furnish LSU Health Sciences Center - Shreveport with certificates of insurance effecting coverage(s) required by this RFP in accordance with Attachment II Insurance Requirements for Contractors. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by LSU Health Sciences Center - Shreveport before work commences. LSU Health Sciences Center - Shreveport

reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain the insurance as shown in Attachment II Insurance Requirements for Contractors for the full term of the contract. Failure to comply shall be grounds for termination of the contract.

B. Indemnification

Contractor shall fully indemnify and hold harmless LSUHS, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from LSUHS's act or failure to act.

C. Evaluation and Award

D. Validity

E. Schedule of Events (covered in Section III)

F. Proposer Inquiries

SERVICE PROVIDED	COST	UNIT OF MEASURE	COMMENTS

ADDITIONAL INFORMATION: _____
