



**LOUISIANA STATE UNIVERSITY  
HEALTH SCIENCES CENTER  
AUTOCLAVE, STERILIZER, AND WASHER  
MAINTENANCE CONTRACT**

## Special Conditions Bid #002032

**Deadline for bid submission will be Monday, June 27, 2016 @ 2:00PM**

**There will be a mandatory pre-bid meeting on Tuesday, June 14, 2016 @ 10:00 AM**

### **SECTION 1 – BIDDING AND CONTRACT DOCUMENTS**

#### **1.1 Definitions:**

**Bidder** – a legal entity that submits an offer to sell to the Owner on a specified body of work. Generally where the term “Bidder” is used in the specifications, the indication is that the requirement or responsibility is associated with the bid submittal or other pre-award activities.

**Service provider** – vendor that performs the services as specified herein. The term “Service provider” can also be used in the specification as an inclusive term that references the Service provider and all persons, Subservice providers, or other parties of interest acting on behalf of the Service provider in the performance of the contract as described in the specifications.

#### **1.2 Interpretation of Documents and Prior Approvals:**

If any person contemplating submitting a bid is in doubt of the meaning of any part of the specifications, plans or other proposed contract documents and/or desired approval of "or equal" products, they may submit to Michael Williams e-mail at [MWIL34@LSUHSC.EDU](mailto:MWIL34@LSUHSC.EDU) or fax to 504-717-2901 a written request for an interpretation or prior approval not later than NOON on Thursday, June 16, 2016. Any interpretation of documents and prior approvals will be made only by addendum duly issued and mailed or delivered to each bidder receiving a set of the plans and specifications. LSUHSC will not be responsible for any other explanations or interpretation of the specifications or proposed documents.

#### **1.3 Pre-Bid Conference:**

A mandatory Pre-Bid Conference will be held on Tuesday, June 14, 2016, beginning at 10:00 AM at the Medical Education Building, 2nd Floor, Room 2104, 1901 Perdido Street, New Orleans, LA 70112. The purpose of the Pre-Bid Conference is to familiarize Bidders with the requirements and intent of the contract and to receive comments and information from interested Bidders. **No questions will be accepted at the pre-bid meeting. All questions must be submitted in writing and will be answered via addendum.**

**Attendance at the Pre-Bid Conference is required in order to submit a bid and failure to attend will be grounds for rejection of the bid. Anyone arriving 15 minutes after the start of the meeting will be disqualified from the bid.** A representative of LSUHSC will have a sign-in sheet to verify the site visit. All bidders must visit the site to determine the scope of the job.

No allowances for previously existing site conditions will be made after the bid. It is the responsibility of the bidder to thoroughly inspect the site to determine any and all factors, which will affect the bid.

Any revision of the Bidding Documents made as a result of the Pre-Bid Conference shall not be valid unless included in an addendum.

#### **1.4 Bidder's Representation:**

Each Bidder by his bid represents the following:

- Bidder has read and understands the Bidding Documents and his or her bid is made in accordance therewith.
- Bidder's bid is based solely upon the materials, systems and services described in the Bidding Documents as advertised and as modified by addenda.
- Bid is not based on any verbal instructions contrary to the Contract Documents and addenda

#### **1.5 Bidding Procedure & Bid Submission:**

Bidders must properly complete and sign Bid, including all required attestations and addenda. Any exceptions to the attached terms and conditions or the indemnification agreement shall be presented at the time of the bid submission. Note that any exceptions may result in a disqualified bid if the aforementioned exceptions are in conflict with state guidelines governing LSUHSC. Bids must be signed by a representative of your company authorized to enter into contracts on behalf of your organization in accordance with Louisiana R.S. 39:1594.

#### **These documents must be included with the bid:**

1. INVITATION TO BID
2. BIDDERS PRICING WORKSHEET
3. ATTACHMENT A - CERTIFICATION STATEMENT
4. ATTACHMENT B - INDEMNIFICATION AGREEMENT
5. ATTACHMENT C - EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
6. ATTACHMENT D – AFFIRMATIVE ACTION COMPLIANCE
7. CERTIFICATE OF LIABILITY INSURANCE
8. ADDENDA REQUIRING A SIGNATURE (if any are issued)

All bids are due by 2:00 PM, Monday, June 27, 2016, at 433 Bolivar Street, Room 623 (Purchasing Department), New Orleans, LA 70112. **Late bids will not be accepted, and will be returned unopened.** It is the bidder's responsibility to make sure bids are delivered before the bid opening. Fax or e-mail bids will not be accepted. Delays by mail, traffic, or any other reason will be at the bidders own risk. The bid package must be delivered at the Bidder's expense to:

Michael Williams – Senior Buyer  
Louisiana State University Health Sciences Center – New Orleans  
433 Bolivar Street  
Room 623  
New Orleans, LA 70112  
Phone: (504) 568-6261  
Fax: (504) 717-2901

#### **BIDS SHALL BE DELIVERED IN A SEALED ENVELOPE WITH THE BID NUMBER CLEARLY MARKED ON THE OUTSIDE OF THE ENVELOPE.**

In accordance with R.S. 39:1581, Chapter 5, Section 521C of the Louisiana State Purchasing Rules and Regulations, when an error is made in extending total prices, the unit bid price will govern. Award: LSUHSC-NO will award to the lowest responsive and responsible bidder based on the unit pricing of any and all items.

### **1.6 Minimum Insurance Requirements:**

Selected bidder(s) shall maintain the following minimum insurance coverage throughout the duration of the contract:

- Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
- Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

A Certificate of Liability Insurance must be provided with bid. For further insurance requirements and provisions, see Attachment E – Insurance Requirements.

### **1.7 Calendar of Events:**

<b><u>Event</u></b>	<b><u>Date</u></b>
ITB Announcement	June 3, 2016
Pre-Bid Conference (Mandatory) (10:00 AM)	June 14, 2016
Written Inquiry Deadline (12:00 Noon)	June 16, 2016
Issue Responses to Provider Inquiries	June 17, 2016
Bid Submission Deadline (2:00 PM)	June 27, 2016
Bid Award & Notification	June 28, 2016

NOTE: LSUHSC reserves the right to amend and/or change this schedule of ITB activities, as it deems necessary.

### **1.8 Compliance with Applicable Laws and Regulations:**

Service provider shall perform all requirements under this contract in strict observance of and in compliance with all applicable laws, regulations, ordinances, codes and any other legislative or statutory requirements. Service provider warrants the performance of services under this contract shall be fully compliant with the current requirements of the Occupational Safety and Health Act (OSHA) to include as it may be amended throughout the term of this contract. Service provider shall take precautions to insure work is performed in compliance with occupational safety standards. Service provider shall obtain all permits and licenses and pay all taxes, charges and fees necessary to perform the services under this contract.

### **1.9 Resolving Contract Disputes:**

State statute requires that disputes arising under this contract not be resolved in a forum outside of Louisiana. Requiring contract disputes to be resolved in a forum outside of this state or requiring their interpretation to be governed by the laws of another jurisdiction, are inequitable and against the public policy of this state.

**1.10 Late Payment Policy:** State statute RS 39:1695 requires that if a state agency fails to make any payment within 90 days of the due date, that agency shall pay, in addition to the payment, interest on the amount due at the rate established pursuant to Civil Code Article 2824 (B) (3) per year, from the 91<sup>st</sup> day after the due date.

# Invitation to Bid

<b>LSUHSC New Orleans</b>  VENDOR NO. : SOLICITATION : <b>002032</b> OPENING DATE : <b>06/27/2016</b>		BIDS WILL BE PUBLICLY OPENED:  <b>June 27, 2016      02:00 PM</b>  Return Sealed Bid to: Purchasing Department 433 Bolivar St Room 623 New Orleans LA 70112  BUYER : Williams, Michael D. BUYER PHONE : 504/568-6261 DATE ISSUED : 06/02/2016 REQ. NO : FISCAL YEAR : 0
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Autoclave Maintenance

To be Completed by Vendor:

BUSINESS NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TAX ID NUMBER \_\_\_\_\_

\_\_\_\_\_ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY 30 DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.

- INSTRUCTION TO BIDDERS
1. READ THE ENTIRE BID (INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS).
  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. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (See No.9).
  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 A PROPERLY EXECUTED INVOICE THAT IS APPROVED BY LSUHSC OR DELIVERY, WHICHEVER IS LATER.
  5. DESIRED DELIVERY: 10 DAYS AFTER RECEIPT OF ORDER, 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 OPENING DATE, BID OPENING TIME, BID NUMBER, AND BID TITLE. ALL 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.
  8. IMPORTANT:  
 BY SIGNING THIS BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.

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

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BIDDER:

9. SIGNATURE AUTHORITY:

SUBMIT EVIDENCE WITH THE BID OR UPON REQUEST

R.S. 39:1594 (C) (4) EVIDENCE OF AGENCY, CORPORATE, OR PARTNERSHIP AUTHORITY SHALL BE REQUIRED FOR SUBMISSION OF A BID TO PURCHASING AGENCIES OF THE STATE OF LOUISIANA.

THE AUTHORITY OF THE SIGNATURE OF THE PERSON SUBMITTING THE BID SHALL BE DEEMED SUFFICIENT AND ACCEPTABLE IF ANY OF THE FOLLOWING CONDITIONS ARE MET:

- (A) THE SIGNATURE ON THE BID IS THAT OF ANY CORPORATE OFFICER LISTED ON THE MOST CURRENT ANNUAL REPORT ON FILE WITH THE SECRETARY OF STATE, OR THE SIGNATURE ON THE BID IS THAT OF ANY MEMBER OF A PARTNERSHIP OR PARTNERSHIP IN COMMENDAM LISTED IN THE MOST CURRENT PARTNERSHIP RECORDS ON FILE WITH THE SECRETARY OF STATE.
- (B) THE SIGNATURE ON THE BID IS THAT OF AN AUTHORIZED REPRESENTATIVE OF THE CORPORATION, PARTNERSHIP, OR OTHER LEGAL ENTITY AND THE BIDDER SUBMITS OR PROVIDES UPON REQUEST A CORPORATE RESOLUTION, CERTIFICATION AS TO THE CORPORATE PRINCIPAL, OR OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY, INCLUDING REGISTRATION ON AN ELECTRONIC INTERNET DATABASE MAINTAINED BY THE PUBLIC ENTITY.
- (C) THE CORPORATION, PARTNERSHIP, OR OTHER LEGAL ENTITY HAS FILED IN THE APPROPRIATE RECORDS OF THE SECRETARY OF STATE IN WHICH THE PUBLIC ENTITY IS LOCATED, AN AFFIDAVIT, RESOLUTION, OR OTHER ACKNOWLEDGED OR AUTHENTIC DOCUMENT INDICATING THE NAMES OF ALL PARTIES AUTHORIZED TO SUBMIT BIDS FOR PUBLIC CONTRACTS. SUCH DOCUMENT ON FILE WITH THE SECRETARY OF STATE SHALL REMAIN IN EFFECT AND SHALL BE BINDING UPON THE PRINCIPAL UNTIL SPECIFICALLY RESCINDED AND CANCELED FROM THE RECORDS OF THE RESPECTIVE OFFICES.

IT IS ACCEPTABLE FOR THE SIGNATURE ON THE BID TO BE LISTED AS A VENDOR CONTACT ON LAPAC (LOUISIANA PROCUREMENT AND CONTRACT NETWORK)

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, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED AND PROPERLY SIGNED. BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND
- B. BID FILLED OUT IN PENCIL; AND
- C. BID NOT SUBMITTED PER THE SOLICITATION DOCUMENT.

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

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BIDDER:

BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION. LSUHSC RESERVES THE RIGHT TO INSPECT AND TEST THE DELIVERED ITEMS FOR COMPLIANCE WITH THE BID SPECIFICATIONS. IF THE ITEM FAILS TO MEET THE SPECIFICATIONS, THE COST OF TEST AND INSPECTION WILL BE PAID BY THE CONTRACTOR. IF THE ITEM IS IN COMPLIANCE, COST OF ALL TESTS WILL BE PAID BY LSUHSC.

13. DESCRIPTIVE INFORMATION:

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, AND 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 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, GROUPED, OR ON AN ALL OR NONE BASIS, 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. 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 LSUHSC AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 4 (FOUR) 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

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BIDDER:

## 20. CONTRACT CANCELLATION:

### TERMINATION FOR NONCOMPLIANCE:

LSUHSC 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.

FURTHER, LSUHSC MAY TERMINATE THIS CONTRACT FOR CAUSE BASED UPON THE FAILURE OF THE CONTRACTOR TO COMPLY WITH THE TERMS AND/OR CONDITIONS OF THE CONTRACT; PROVIDED THAT LSUHSC SHALL GIVE THE CONTRACTOR WRITTEN NOTICE SPECIFYING THE FAILURE. IF WITHIN THIRTY (30) DAYS AFTER RECEIPT OF SUCH NOTICE, THE CONTRACTOR SHALL NOT HAVE EITHER CORRECTED SUCH FAILURE OR, IN THE CASE WHICH CANNOT BE CORRECTED IN THIRTY (30) DAYS, BEGUN IN GOOD FAITH TO CORRECT SAID FAILURE AND THEREAFTER PROCEEDED DILIGENTLY TO COMPLETE SUCH CORRECTION, THEN LSUHSC MAY, AT ITS OPTION, PLACE THE CONTRACTOR IN DEFAULT AND THE CONTRACT SHALL TERMINATE ON THE DATE SPECIFIED IN SUCH NOTICE. THE CONTRACTOR MAY EXERCISE ANY RIGHTS AVAILABLE TO IT UNDER LOUISIANA LAW TO TERMINATE FOR CAUSE UPON THE FAILURE OF LSUHSC TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS CONTRACT; PROVIDED THAT THE CONTRACTOR SHALL GIVE LSUHSC WRITTEN NOTICE SPECIFYING LSUHSC'S FAILURE AND A REASONABLE OPPORTUNITY FOR LSUHSC TO CURE THE DEFECT

### TERMINATION FOR CONVENIENCE:

LSUHSC MAY, AT ANY TIME, TERMINATE THE CONTRACT FOR THEIR CONVENIENCE AND WITHOUT CAUSE. UPON RECEIPT OF WRITTEN NOTICE FROM LSUHSC OF SUCH TERMINATION FOR THEIR CONVENIENCE, THE CONTRACTOR SHALL: CEASE OPERATIONS AS DIRECTED BY LSUHSC IN THE NOTICE; TAKE ACTIONS NECESSARY, OR THAT LSUHSC MAY DIRECT, FOR THE PROTECTION AND PRESERVATION OF THE WORK; AND EXCEPT FOR WORK DIRECTED TO BE PERFORMED PRIOR TO THE EFFECTIVE DATE OF TERMINATION STATED IN THE NOTICE, TERMINATE ALL EXISTING SUBCONTRACTS AND PURCHASE ORDERS AND ENTER INTO NO FURTHER SUBCONTRACTS AND PURCHASE ORDERS. IN CASE OF SUCH TERMINATION FOR LSUHSC'S CONVENIENCE, THE CONTRACTOR SHALL BE ENTITLED TO RECEIVE PAYMENT FOR WORK EXECUTED. LSUHSC SHALL NOT BE RESPONSIBLE OR OTHERWISE LIABLE FOR ANY DEMOBILIZATION COSTS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM SUCH TERMINATION.

### TERMINATION FOR NON-APPROPRIATION OF FUNDS:

THE CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON THE APPROPRIATION OF FUNDS TO FULFILL THE REQUIREMENTS OF THE 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.

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BIDDER:

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 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 A 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, 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. IN ACCORDANCE WITH THE PROVISIONS OF (RS 39:2192):

IN AWARDING CONTRACTS, ANY PUBLIC ENTITY IS AUTHORIZED TO REJECT THE LOWEST 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 CRIME 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, PROFESSIONAL, PERSONAL, CONSULTING, AND SOCIAL SERVICES PROCUREMENT UNDER THE PROVISIONS OF CHAPTER 16 OF TITLE 39, OR THE LOUISIANA PROCUREMENT CODE UNDER THE PROVISIONS OF CHAPTER 17 OF TITLE 39.

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BIDDER:

28. CERTIFICATION OF NO SUSPENSION OR DEBARMENT:

BY SIGNING AND SUBMITTING THIS BID, THE BIDDER CERTIFIES THAT THEIR BUSINESS ENTITY , ANY SUBCONTRACTORS OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN "AUDIT REQUIREMENTS IN SUBPART F OF THE OFFICE OF MANAGEMENT AND BUDGET'S UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS."

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT [HTTPS://SAM.GOV](https://sam.gov)

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, THIS ENTITY 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.

29. FEDERAL CLAUSES (IF APPLICABLE):

ANTI-KICKBACK CLAUSE. THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE MANDATE DICTATED BY THE COPELAND "ANTI-KICKBACK" ACT WHICH PROVIDES THAT EACH CONTRACTOR OR SUB GUARANTEE SHALL BE PROHIBITED FROM INDUCING BY ANY MEANS, ANY PERSON EMPLOYED IN THE COMPLETION OF WORK, TO GIVE UP ANY PART OF THE COMPENSATION TO WHICH HE IS OTHERWISE ENTITLED.

CLEAN AIR ACT:

THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS OR REQUIREMENTS ISSUED UNDER SECTION 306 OF THE CLEAN WATER ACT, WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS, OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

ENERGY POLICY AND CONSERVATION ACT:

THE CONTRACTOR HEREBY RECOGNIZES THE MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY WHICH ARE CONTAINED IN THE STATE ENERGY CONSERVATION PLAN ISSUED IN COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT (P.L. 94-163)

CLEAN WATER ACT:

THE CONTRACTOR HERBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS, OR REQUIREMENTS ISSUED UNDER SECTION 508 OF THE CLEAN WATER ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS, OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

ANTI-LOBBYING AND DEBARMENT ACT:

THE CONTRACTOR WILL BE EXPECTED TO COMPLY WITH FEDERAL STATUES REQUIRED IN THE ANTI-LOBBYING ACT AND THE DEBARMENT ACT.

30. 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

# Invitation to Bid

STANDARD TERMS & CONDITIONS

Page 7 of 8

NUMBER : 002032  
OPEN DATE : 06/27/2016 TIME: 02:00 PM

BIDDER:

31. IN ACCORDANCE WITH LOUISIANA LAW, ALL CORPORATIONS (RS 12:163) AND LIMITED LIABILITY COMPANIES (RS 12:1308.2) MUST BE IN GOOD STANDING WITH THE LOUISIANA SECRETARY OF STATE IN ORDER TO HOLD A CONTRACT WITH THE STATE.

32. 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.

33. 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, VENDOR AGREES THAT CONTRARY TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN ITS BID ARE NULLIFIED AND AGREES THAT THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH THIS SOLICITATION.

34. VENDORS FORMS:

THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ALLOWED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

35. PUBLICIZING AWARDS:

IN ACCORDANCE WITH L.A.C 34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

36. 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 \_\_\_\_\_

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.

# Invitation to Bid

<b>NUMBER : 002032</b> <b>OPEN DATE : 06/27/2016</b> <b>TIME: 02:00 PM</b>	<b>BIDDER:</b>
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UNLESS SPECIFIED ELSEWHERE SHIP TO:

Total from Bid Price Sheet

Line No.	Description				
1	<p>Autoclave, Sterilizer, &amp; Washer Maintenance as specified in the scope of work.</p> <hr style="width: 30%; margin-left: 0;"/> <p>The LSU Health Sciences Center in New Orleans (LSUHSC) requests bids for Autoclave, Sterilizer, &amp; Washer Maintenance as specified in the attached specifications. The contract for this agreement will be twelve (12) months. Upon mutual agreement by both parties, the contract can be renewed for four (4) additional twelve (12) month periods at the same prices, terms, and conditions. The total term of the contract cannot exceed sixty (60) months.</p> <p style="padding-left: 20px;">Title 39 Service Contract</p> <p>Note: For purposes of clarification, this is an All or None Bid. Quantities are not guaranteed. Bidder shall provide a bid pricing schedule (see Bidders Pricing Worksheet). The total bid sum will be used to determine the lowest responsive and qualified bidder.</p> <p>Bids are due Monday, June 27, 2016 at 2:00PM.</p> <p>Submit bids to attention of:                      Michael Williams                      LSUHSC Purchasing Department                      433 Bolivar St.                      Room 623                      New Orleans, LA 70112                      504-568-6261 phone                      504-717-2901 fax                      MWIL34@LSUHSC.EDU</p>		\$		

# LSUHSC - AUTOCLAVE/STERILIZER/WASHER SERVICE CONTRACT 2016 BID PRICE SHEET

	EQUIPMENT EVALUATION	Schedule					Cost (Firm Fixed Price (FFP))
1	Initial Assessment Cost	Scheduled In Advance and Completed Thirty (30) Calendar Days From Contract Issue Date					

	REPAIRS	Response Level					Cost (Firm Fixed Price (FFP))
1	Manpower \$ Per Hour (Normal Business Hours)	Emergency					
2	Manpower \$ Per Hour (Normal Business Hours)	Urgent					
3	Manpower \$ Per Hour (Normal Business Hours)	Scheduled In Advance					
4	Manpower \$ Per Hour (Regular Overtime - Non-Business Hours)	Emergency					
5	Manpower \$ Per Hour (Regular Overtime - Non-Business Hours)	Urgent					
6	Manpower \$ Per Hour (Regular Overtime - Non-Business Hours)	Scheduled In Advance					
7	Manpower \$ Per Hour (Overtime - Weekends & Holidays)	Emergency					
8	Manpower \$ Per Hour (Overtime - Weekends & Holidays)	Urgent					
9	Manpower \$ Per Hour (Overtime - Weekends & Holidays)	Scheduled In Advance					
<b>REPAIR RATES TOTAL:</b>							

**LSUHSC - AUTOCLAVE/STERILIZER/WASHER CONTRACT 2016 BID PRICE SHEET Pg. 2**

	PREVENTIVE MAINTENANCE	Scheduled In Advance and Completed Five (5) Working Days From Scheduled Start Date				Cost (Firm Fixed Price (FFP))	Cost (Firm Fixed Price (FFP))
Unit Count	Equipment Manufacturer - Description - Model Number		Location: Bldg. - Room	Serial Number	In Service?	COST Per Quarterly PM	COST Per Annual PM
1	Steris Washer/Disinfector - Model # 444		LEC - 548	3615007003	YES		
2			LEC - 548	3614907008	YES		
3	AMSCO Glassware Washer - Model # 470		MEB - 6232	3630192211	NO		
4			MEB - 7127	3630192213	NO		
5	Steris Cage & Rack Washer - Model # 3500		CSRB - 131	3633498001	YES		
6	Steris Cage & Bottle Washer - Model # 4600		CSRB - 131	3632798002	YES		
7	Better Built Glassware Dryer - Model # 8000		MEB - 7124	9185	NO		
8	Beta-Star Sterilizer - Model # 6200285		CSRB - 334	B0276	YES		
9	Steris Bulk Sterilizer - Model # 121218 SLH		CSRB - 128	0104602-03	YES		
10	AMSCO Sterilizer - Model # 3E3021-1		MEB - 7206	0106791-08	YES		
11	Steris Sterilizer - Model # 3V- 148H		CSRB - 362D	0304012-12	YES		
12	Getinge Sterilizer - Model # 533 LS		MEB - 6232A	07F07732	YES		
13			MEB - 6232A	05H06268	YES		
14	Getinge Boiler - Model # CAS30C		MEB - 6232A	GC-32098	YES		
15	AMSCO Sterilizer - Model # E3021-1		MEB - 7127	0110291-06	NO		
16	Miele Glassware Washer - Model # G7883CD		CSRB - 638		YES		
17	Getinge Boiler - Model # GTS-30AMOP3-203		MEB - 6232A	32690	YES		
18	Watts RO System - Model # HS-300		MEB - 6232A	5300117	YES		
19	AMSCO Glassware Washer - Model # LU-1021		AH/N - 1023	3607186062	YES		
20	Watts RO System - Model # M200		MEB - 6232A	7200624	YES		
21	Steris Glassware Washer - Model # Reliance 400		CSRB - 338	3614899005	Unknown		
22			CSRB - 436	3614599001	Unknown		
23			CSRB - 538	3615199003	Unknown		
24			CSRB - 732	3614199004	Unknown		
25			LEC - 938	3626996003	YES		
26	Steris Sterilizer - Model # SG-120		LEC - 453	0325406-05	YES		
27	Consolidated Sterilizer - Model # SSR-3A-PB		CSRB - 436	60607	YES		
28			LEC - 938	91803	YES		
29			MEB - 3205T	101229	NO		
30			MEB - 6232A	61095	YES		
31	Market Forge Sterilizer - Model # STM-E		MEB - 3205T	171285	NO		
32	Steris Sterilizer - Model # SV-120		CSRB - 237	10559923	YES		
33			CSRB - 220	10449901	YES		
34	Steris Sterilizer - Model # SV-148		CSRB - 124	0113999-04	YES		
35			CSRB - 338	0112749-24	Unknown		
36			CSRB - 538	0105999-04	Unknown		
37			CSRB - 638	0113499-12	YES		
38			CSRB - 732	0113199-16	NO		
39			CSRB - 732	0114099-07	Unknown		
40			CSRB - 732	0112799-23	NO		
41	Boiler		LEC - 938	Unknown	YES		
<b>EQUIPMENT COLUMN TOTALS:</b>							
<b>BID TOTAL (ALL SECTIONS):</b>							



**ATTACHMENT B - INDEMNIFICATION AGREEMENT**

The Selected Provider/Subservice provider agrees to protect, defend, indemnify, save, and hold harmless LSUHSC-NO, State of Louisiana, all State Departments, Boards, and Commissions, officers, agents, servants, and employees, including volunteers, from and against any and all claims, demands, expense, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of Selected Provider/Subservice provider, its agents, servants, and employees or any and all costs, expense, and/or attorney fees incurred by Selected Provider/Subservice provider, as a result of any claims, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of LSUHSC-NO, State of Louisiana, all State Departments, Boards, Commissions, its agents, representatives, and/or employees. Selected Provider/ Subservice provider agrees to investigate, handle, respond to, provide defense for and defend any such claim, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if any such claim, demand, or suit is groundless, false, or fraudulent.

LSUHSC-NO shall not be responsible or held liable for any injury or damage to persons or property resulting from the use, misuse, or failure of any equipment used by the Selected Provider or any of the Selected Provider's agents, servants, or employees, even if such equipment is furnished by LSUHSC-NO to the Selected Provider. The acceptance or use of any such equipment by the Selected Provider shall be construed to mean that the Selected Provider accepts full responsibility for, and agrees to indemnify and to defend LSUHSC-NO against any and all loss, liability, and claims for any injury or damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage or injury is to an employee, agent, or servant, or the property of the Selected Provider, other service providers or subservice providers, LSUHSC-NO, or other persons.

Accepted by: Company \_\_\_\_\_  
Name \_\_\_\_\_  
Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Is Certificate of Insurance Attached? \_\_\_\_\_ Yes \_\_\_\_\_ No

## **ATTACHMENT C: EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

As required by U.S. Labor Department, Office of Federal Contract Compliance, Section 60-1.4.

During the performance of this contract, the successful bidder (service provider or vendor) agrees as follows:

- (1) The Service provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Service provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Service provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting offer setting forth the provision of this non-discrimination clause.
- (2) The Service provider will, in all solicitations or advertisements for employees placed by or on behalf of the Service provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The Service provider will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Service provider's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Service provider will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Service provider will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access of his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Service provider's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Service provider may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Service provider will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subservice provider or vendor. The Service provider will take such action with respect to any subcontract or purchase order as the contracting agency may use direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Service provider becomes involved in, or is threatened with, litigation with the subservice provider or vendor as a result of such direction by the contracting agency, the Service provider may request the United States to enter into such litigation to protect the interests of the United States.

**Assurance**

The bidder (offeror or applicant) assures Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder (offeror or applicant) understands that the phrase "segregated facilities" includes facilities which are in fact segregated on a basis of race, color, creed, or national origin, because of habit, local custom, or otherwise. The bidder (offeror or applicant) understands and agrees that maintaining or providing segregated facilities for his employees or permitting his employees to perform their services at any locations, under his control, where segregated facilities are maintained is a violation of the equal opportunity clause required by Executive Order 11246 of September 24, 1965.

The bidder (offeror or applicant) further understands and agrees that a breach of the assurance herein contained subjects him to the provisions of Orders of the Secretary of Labor dated May 9, 1967, and the provisions of Orders of the Secretary of Labor dated May 9, 1967, and the provisions of equal opportunity clause enumerated in contract between Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and bidder (offeror or applicant).

Whoever knowingly and willfully makes any false, fictitious, or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. Section 1001.

Vendor

By:

Name and Title

(must be signed by an authorized Executive Official)

Date:

**ATTACHMENT D: AFFIRMATIVE ACTION COMPLIANCE**

(a) **REQUIREMENTS OF PROGRAMS.** In accordance with Section 60-1.4 of Chapter 60 of Title 41 of the Code of Federal Regulations, as amended, the Seller shall develop and shall require each of its lower-tier subservice providers hereunder who has 50 or more employees and a subcontract of \$50,000 or more to develop a written affirmative action compliance program for each of its establishments. A necessary prerequisite to the development of a satisfactory affirmative action program is the identification and analysis of problem areas inherent in minority employment and an evaluation of opportunities of utilization of minority group personnel. The Seller's and each of its nonexempt lower-tier subservice provider's programs shall provide in detail for specific steps to guarantee equal employment opportunity keyed to the problems and needs of members of minority groups, including, when there are deficiencies, the development of specific goals and timetables for the prompt achievement of full and equal employment opportunity. The Seller and each of its nonexempt lower-tier subservice providers shall include in his affirmative action compliance program a table of job classifications. This table should include but not be limited to job titles, principal duties (and auxiliary duties if any), rates of pay, and where more than one rate of pay applies (because of length of time in job or other factors), the applicable rates. The affirmative action compliance program shall be signed by an executive official of the Seller or lower-tier subservice provider as the case may be.

(b) **UTILIZATION EVALUATION.** The evaluation of utilization of minority group personnel shall include the following:

- (1) An analysis of minority group representation in all job categories.
- (2) An analysis of hiring practices for the past year, including recruitment sources and testing, to determine whether equal employment opportunity is being afforded in all job categories.
- (3) An analysis of upgrading, transfer and promotion for the past year to determine whether equal employment opportunity is being afforded.

(c) **MAINTENANCE OF PROGRAMS.** Within 120 days from the commencement of the applicable purchase order of the lower-tier subcontract hereunder, the Seller and each nonexempt lower-tier subcontract hereunder shall maintain a copy of separate affirmative action compliance programs for each establishment, including evaluations of utilization of minority group personnel and the job classification tables, at each local office responsible for the personnel matters of such establishment. An affirmative action compliance program shall be part of the manpower and training plans for each new establishment and shall be developed and made available prior to the staffing of such establishment. A report of the results of such program shall be compiled annually and the program shall be updated at that time. This information shall be made available to representative of the agency or director upon request and the Seller's and each nonexempt lower-tier subservice provider's affirmative action program and the results it produces shall be evaluated as part of compliance review activities.

VENDOR:  
BY:  
(Must be signed by authorized executive official)  
TITLE:  
  
DATE:

# ATTACHMENT E – INSURANCE REQUIREMENTS

## INSURANCE REQUIREMENTS FOR SERVICE PROVIDERS

Service provider shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Service provider, his agents, representatives, employees, or subservice providers.

### A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001). **“Claims Made” form is unacceptable. The “occurrence form” shall not have a “sunset clause”.**
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 “any auto” and endorsement CA 0025.
3. Workers’ Compensation Insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

### B. MINIMUM LIMITS OF INSURANCE

Service provider shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage (or higher limits depending on size of contract).
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Worker’s Compensation limits as required by the Labor Code of the State of Louisiana and Statutory Employers Liability limits. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

### C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention's must be declared to and approved by the University. At the option of the University, either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the University, its officers, officials, employees and volunteers; or the Service provider shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**D. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage

- a. The University, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the Service provider; products and completed operations of the Service provider, premises owned, occupied, or used by the Service provider. The coverage shall contain no special limitations on the scope of protection afforded to the University, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the University.
- b. The Service provider's Insurance coverage shall be primary insurance as respects the University, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the University, its officers, officials, employees or volunteers shall be excess of the Service provider's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the University, its officers, officials, employees, Boards and Commissions, or volunteers.
- d. The Service provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the University, its officers, officials, employees and volunteers for losses arising from work performed by the Service provider for the University.

3. All Coverage's

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the University.

**E. ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with an A.M. Best's rating of no less than A-:VI. This requirement will be waived for workers' compensation coverage only for those service providers whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Compensation Assigned Risk Pool.

**F. VERIFICATION OF COVERAGE**

Service provider shall furnish the University with certificates of insurance effecting coverage required. The certificate for each insurance policy is to be signed by a person authorized by that insurer to bind coverage on its behalf. The University reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **SECTION 2 – GENERAL INFORMATION**

### **2.1 CONTRACTOR SUPPLIES AND EQUIPMENT**

- A. The total bid price for the services specified herein shall include all costs to the Contractor for furnishing all equipment (contractor-owned and/or rental ladders, scaffolds, tools, safety equipment) and supplies necessary to carry out autoclave/sterilizer servicing and inspections. All equipment and supplies used must be capable of performing all operations in accordance with specifications.
- B. All materials and equipment belonging to the Contractor will not be left unattended in a public area for any time for any reason. Unless otherwise approved by the designated LSUHSC-NO representative(s), all materials and equipment will be removed from the work area when not occupied. The materials and equipment will be stored in the Contractor's vehicle(s) or storage trailer or, if available, neatly stored in a secure location identified by the designated LSUHSC-NO representative(s).

### **2.2 MATERIAL SAFETY DATA SHEETS**

- A. Prior to starting, Contractor must provide Safety Data Sheets (SDS) for all potentially hazardous products to be provided by the Contractor and used on site.

### **2.3 SAFETY**

- A. All work will be conducted in accordance with all current OSHA and other applicable federal, state and local regulations. The contractor will also comply with the LSUHSC Contractor Safety Guidebook and the policies it references. The guidebook can be found at <http://www.is.lsuhs.edu/safety/pdf/csg.pdf>. The Contractor will be required to sign a form acknowledging receipt of, and compliance with, the guidebook.
- B. When working above any area where people might cross below workers, Contractor must neatly and professionally cordon off area(s) using commercially-produced barricade equipment (e.g. no buckets, wood sawhorses, wood stakes) and post professionally-fabricated signs (e.g. no hand written/stenciled or spray painted signs) for indicating the area(s) is/are closed to pedestrian traffic. Signs must be of sufficient size with specific wording to clearly indicate that work is occurring above.
- C. Should barricading alone prove ineffectual in keeping pedestrians from entering these closed areas, Contractor must post an employee to direct pedestrians around the work area.
- D. Work shall be done in such a manner so as to create a safe working and walking environment for occupants of the work area. Work shall be done in a manner as to be of a little disruption to campus occupants. Work shall be done in a manner that does not compromise the security of the work area or the occupants.

### **2.4 LAWS, CODES, ORDINANCES, LICENSES AND CERTIFICATIONS**

- A. Any requirement of this specification which conflicts with or is in violation of any government rule, ordinance, regulation, etc. shall be void. The Contractor shall notify the designated LSUHSC-NO representative(s) immediately of any such requirement found in this specification.
- B. The Contractor shall, throughout the course of this work, comply with all rules, ordinances, regulations, etc. set forth by agencies having jurisdiction, which apply to the work site, the Contractor and/or the Contractor's employees.
- C. The contracting firm and all Contractor employees requiring a license or certification by the State of Louisiana, Orleans Parish and/or the City of New Orleans to perform any duties specified herein must provide documented proof to show such license or certification is current at the outset of this contract and each year thereafter at the annual renewal of the contract.

## **2.5 DAMAGE**

The Contractor will be responsible for all repair/replacement costs associated with any damage to LSUHSC-NO buildings or contents incurred from products and/or procedures used or other actions by Contractor personnel.

## **2.6 PERSONNEL**

- A. The Contractor shall have in their employ, or under their control, sufficient qualified and competent personnel to perform work promptly and in accordance with contract schedules and requirements.
- B. The Contractor shall utilize, on this contract, only workers that are skilled in the tasks to which they are assigned. The Contractor warrants to LSUHSC-NO that the workers used on the job are regularly employed by the contracting company or the Subcontractor's company or companies. Further, the Contractor warrants that craftsmen skilled in the trades necessary to complete the work will perform all work done on the job. Laborers and unskilled workmen will not be used under any circumstances to perform tasks requiring a skill such as carpentry, roofing, or plumbing. The foregoing examples of skilled trades are intended as examples only, and do not constitute a complete list of skilled trades.
- C. LSUHSC-NO reserves the right to examine the Contractor's past payroll records and those of any Subcontractor to determine whether the employees being used on the contract are regularly employed. LSUHSC-NO also reserves the right to question the use of an employee whom LSUHSC-NO feels is unskilled or untrained on a task that requires a skill. If the Contractor intends to use laborers or unskilled workmen on any aspect of the contract, the Contractor must furnish a list of the tasks to be performed by said laborers and unskilled workmen with their bid.
- D. LSUHSC-NO retains the right to require the reassignment of an employee or employees as LSUHSC-NO may deem necessary. Reasons for this request may be, but are not limited to: poor work performance, incompetence, carelessness, disruptive or otherwise objectionable behavior. The request for reassignment is in no way a call for dismissal. It is just a request for the individual to be reassigned away from LSUHSC-NO facilities.

- E. If the Contractor is requested to replace any employees, any time lost on the job shall be the responsibility of the Contractor and shall not be an acceptable reason for requesting extensions of the completion deadline or tasks assigned under this contract.
- F. Contractor crews will be working on a tobacco-free campus (no cigarettes, cigars, pipe tobacco, chewing tobacco, snuff, etc.). Contractor will be required to remove any worker who violates the no tobacco rule or any employee who reports to the job manifesting evidence of alcoholic beverages or illegal drug use.

## **2.7 SUPERVISION**

- A. The Contractor shall provide all supervision on-site to coordinate and inspect work. There will be a supervisor or point-of-contact (working foreman is acceptable) readily available to the designated LSUHSC-NO representative(s) when work is being performed.
- B. The Contractor on-site supervisor/foreman shall check-in with the designated LSUHSC-NO representative(s) daily (in person or by telephone) prior to starting any work. The Contractor must schedule all routine work in advance with the designated LSUHSC-NO representative(s). The on-site supervisor/foreman will also contact the designated LSUHSC-NO representative(s) for inspection after completing the work or leaving for the day.

## **2.8 PERFORMANCE**

- A. LSUHSC-NO requires quality work performed in a competent manner. All Contractor workers shall be required to meet contract specifications with no prompting or direction from LSUHSC-NO staff.
- B. LSUHSC-NO will be the sole judge concerning the merits of products, materials, and/or services(s) provided in accordance with specifications set forth in this document, or if it is determined the Contractor is operating in violation of federal, state and local applicable laws and ordinances. No latitude will be given for failure to perform properly.
- C. The Contractor will correct or cause to have corrected any substandard work as requested by LSUHSC-NO prior to the conclusion of the corresponding task order.
- D. No notice of completion, delivery memo, invoice or other document will be signed, or approvals of any type given for any part of the job or delivery of any equipment or materials, except by the designated LSUHSC-NO representative(s).
- E. All routine service and inspection work will be done during normal working hours unless pre-arranged in writing at least two weeks in advance of the scheduled work through the designated LSUHSC-NO representative(s).

- F. The need for unscheduled repairs may require Contractor personnel to be dispatched evenings and weekends to LSUHSC-NO to troubleshoot and make such repairs. Requests for emergency repairs by Contractor personnel must come via direct contact of the Contractor by a designated LSUHSC-NO representative.

## **2.9 IDENTIFICATION**

- A. The Contractor will provide LSUHSC-NO specific information (see the request form in Appendix A) for all personnel at the start of the contract to facilitate the issuance of LSUHSC-NO identification badges.
- B. Contractor personnel will always be in a uniform displaying the company logo and will display their LSUHSC-NO identification badge at all times while on LSUHSC-NO property.
- C. The Contractor will immediately retrieve and return LSUHSC-NO identification badges for personnel that have been terminated from employment or all badges at the conclusion of the contract.

## **2.10 WASTE**

The Contractor is responsible for all waste generated by this work. Unless otherwise stated elsewhere in these specifications, all waste products of any kind shall be removed from all LSUHSC-NO locations and disposed of in accordance with all applicable federal, state and local laws and regulations. The use of LSUHSC-NO trash compactors or trash containers is strictly forbidden. A \$500 fine per incident will be subtracted from the total cost of the job if debris generated by this contract is found in LSUHSC-NO trash containers.

## **2.11 CLEANUP**

The Contractor will be responsible for the cleanup of all spills by Contractor personnel.

## **2.12 USE OF PROPERTY**

- A. There will be no office, storage or disposal space provided to the Contractor except under special circumstances and arranged in advance with the designated LSUHSC-NO representative(s).
- B. Parking for contractors is not available anywhere on the LSUHSC-NO Downtown Campus under any circumstances. Contractor vehicles are required to park on the public street or in off-site commercial parking lots at the Contractor's expense.

# **SECTION 3 – SCOPE OF WORK**

## **3.1 SUMMARY**

- A. The LSU Health Sciences Center – New Orleans (LSUHSC-NO) is seeking an autoclave/sterilizer services contractor to provide Preventive Maintenance services per a set schedule (see Section 6.3) and repair services on an as-

needed basis (see Section 6.10). Contractor shall furnish all labor, materials and equipment necessary to complete this service.

### 3.2 BUILDING DESCRIPTIONS

- A. Should drawings be provided by LSUHSC-NO indicating the location and dimensions of spaces, they are intended only as a guide to the Contractor. The Contractor is responsible for field verifying all dimensions and job site conditions that may affect the total cost of each task order. **Verification of general job conditions prior to bid is also the responsibility of the Bidder.**
- B. The address for each of the buildings covered under this contract is listed below. A map of the Downtown Campus is provided in Appendix B.
- |    |                                     |   |
|----|-------------------------------------|---|
| 1. | Allied Health/Nursing Building      | 2000 Gravier Street<br>New Orleans, LA 70112        |
| 2. | Clinical Sciences Research Building | 533 Bolivar Street, 70112<br>New Orleans, LA 70112  |
| 3. | Lions Eye/LSU Clinics Building      | 2020 Gravier Street, 70112<br>New Orleans, LA 70112 |
| 4. | Medical Education Building          | 1901 Perdido Street 70112<br>New Orleans, LA 70112  |

### 3.3 DESIGNATED LSUHSC-NO REPRESENTATIVE(S)

- A. Following award of this bid, the primary designated LSUHSC-NO representative for Preventive Maintenance work is Preventive Maintenance Facility Assistant Maintenance Manager B Vennie Britton. Vennie Britton can be contacted via phone at 504-568-8155 or fax at 504-568-7223. Please do not contact this individual regarding the bid process.

Mail should be addressed to:  
Vennie Britton, Facility Assistant Maintenance Manager B  
LSU Health Sciences Center  
Department of Facility Services  
1901 Perdido Street, Room 2220  
New Orleans, LA 70112

- B. Following award of this bid, the primary designated LSUHSC-NO representative for equipment repairs not associated with Preventive Maintenance work is Building Systems Manager Michael Burke. Michael Burke can be contacted via phone at 504-568-2862 or fax at 504-568-7223. Please do not contact this individual regarding the bid process.

Mail should be addressed to:  
Michael Burke, Building Systems Manager  
LSU Health Sciences Center  
Department of Facility Services  
1901 Perdido Street, Room 2214

New Orleans, LA 70112

- C. Any potential changes to the scope of work, type or quality of materials or scheduling after the contract is awarded must be submitted to the respective designated LSUHSC-NO representative.
- D. Following award of this bid, should either the Facility Assistant Maintenance Manager B or the Building Systems Manager be unavailable, the Associate Director for Facility Services should be contacted with any contract-related questions or issues via phone at (504) 568-8995.

### **3.4 COORDINATION OF WORK**

- A. The Contractor will be responsible for coordinating the work of all trades provided under this contract.
- B. LSUHSC-NO is a twenty-four (24) hours a day, three hundred and sixty-five (365) days a year operation. The designated LSUHSC-NO representative(s) must approve any work scheduling that will interfere with the normal operation of the facility or its personnel.
- C. All tasks are to be performed in a workmanlike manner, in accordance with industry standards and acceptable trade practices for all trades involved.

## **SECTION 4 – SPECIAL CONTRACT INFORMATION**

### **4.1 CONTRACT CHANGES**

- A. After the contract has been awarded, no changes will be made to any part of the job without written approval from at least one of the designated LSUHSC-NO representatives and an authorized representative from the Purchasing Department. The proposed change will be submitted in writing, with a complete breakdown of all material and hours, and the individual cost of each.

### **4.2 DOCUMENTATION**

- A. No notice of completion, delivery memo, invoice or other document will be signed, or approvals of any type given, for any part of the job or delivery of any equipment or materials, except by the designated LSUHSC-NO representative(s), secondary contact or designee.
- B. A pre-prepared service ticket must be provided to the designated LSUHSC-NO representative(s), secondary contact or designee at the completion of each service visit – annual service, quarterly service or repair service. All notations on this form by the service technician must be legible and with clear details.

### **4.3 SERVICE IMPLICATIONS**

- A. Items not expressly set forth but which are reasonably implied or necessary for the proper performance of this work shall be included.

## **SECTION 5 – GENERAL PROJECT REQUIREMENTS**

## 5.1 CONTRACT ADMINISTRATION AND MEETINGS

- A. Upon award of this contract, representatives from LSUHSC-NO and the Contractor will meet to discuss coordination of service and resolve any ambiguities before the first scheduled service is performed. At a minimum, this meeting is to be attended by:
1. A main point of contact from the Contractor's sales or management staff for all concerns beyond notification for servicing.
    - a. This individual shall consult with LSUHSC-NO on current and future service programs and act with full authority on the Contractor's behalf in any and all matters pertaining to the specifications of this contract.
    - b. Though not required to attend, the name and contact information for a backup to the main point of contact must be provided.
    - c. The main point of contact will provide a telephone number, fax number, E-mail address, business cell phone number and normal working hours of themselves, their backup, a scheduling contact and the scheduling contact's backup. In addition, an after-hours emergency telephone number for the business will also be provided.
  2. A main point of contact for the Contractor responsible for scheduling routinely requested service. Though not required to attend, the name of a backup to the scheduling point of contact must be provided.
  3. The designated LSUHSC-NO representatives, the purchasing representative from the LSUHSC-NO Purchasing Department handling this contract and all individuals authorized and responsible for requesting service under this contract.

## 5.2 QUALITY ASSURANCE

- A. The Contractor shall:
1. Submit copies of inspection reports, notices and similar documents to the designated LSUHSC-NO representative(s) (where applicable). Legible (typed) electronic copies of reports are required to be transmitted to LSUHSC-NO within forty eight (48) hours of the completion of on-site work.
  2. Handle and store materials in strict accordance with manufacturer's instructions.
  3. Submit all pertinent information to the designated LSUHSC-NO representative(s) regarding any Subcontractor for approval prior to using any Subcontractor for the first time at LSUHSC-NO.

4. All normal precautions associated with boiler inspection and maintenance must also be taken to protect the safety of the building, its occupants and the Contractor's staff.

### **5.3 SPECIFICATIONS AND DRAWINGS**

- A. **All drawings are for reference only.**
- B. When a discrepancy or ambiguity arises between the written specifications and the drawings, the written specifications shall govern.
- C. Drawings and specifications are intended to provide the basis for the proper completion of the project suitable for the intended use by LSUHSC-NO.
- D. The Contractor is responsible for:
  1. Field verification of all dimensions and job site conditions that may affect the cost of the project.
  2. Inspecting, examining, and layout improvements, utilities, structures, and components.

## **SECTION 6 – SERVICE REQUIREMENTS**

### **6.1 WORK LOCATIONS**

- A. See Appendix C for the list of units and the location of each.

### **6.2 INITIAL ASSESSMENT**

- A. As part of the activation of this contract, but not to interfere with the commencing of repair requests, the Contractor will complete an initial assessment of all of the equipment listed on Appendix C and provide a recommendation to repair or replace faulty equipment, a cost to repair (for *if* LSUHSC-NO should decide to repair) *and* a cost to replace (for *if* LSUHSC-NO should decide to replace) each faulty unit, an estimated length of time to make each recommended repair (if approved) and a list of all general information available for each unit (age, manufacturer, serial number, size/capacity, etc.).
- B. The period to complete the initial assessment and deliver the recommendation report to both of the designated LSUHSC-NO representatives will not exceed thirty (30) calendar days from the activation of this contract (date purchase order is issued).
- C. After receiving the results of the initial assessment from the Contractor, LSUHSC-NO will determine which of the individual equipment units listed on Appendix C for this bid will remain active on this list and continue to receive Preventive Maintenance and repair support.
  1. Each unit not deemed worthy of Preventive Maintenance and repair support by LSUHSC-NO will be removed from the active list and from this contract until such time the unit may be replaced by LSUHSC-NO.

2. The Contractor will only service and thus invoice for equipment shown on the active list (amended Appendix C) at the time of each scheduled Preventive Maintenance appointment.
3. Equipment may be added and/or deleted from this contract by LSUHSC-NO as equipment conditions warrant.

### **6.3 PREVENTIVE MAINTENANCE PROGRAM**

- A. The Contractor shall furnish all necessary tools, equipment, labor and expertise to provide a Preventive Maintenance program to LSUHSC-NO for all equipment that remains on the active list (amended Appendix C) after the Initial Assessment.
- B. The Contractor shall perform (3) quarterly Preventive Maintenance on-site service appointments and one (1) combined quarterly/annual service appointment for each piece of equipment listed on the active list (amended Appendix C).
  1. Preventive Maintenance service appointments are to be performed within the framework of a quarterly (three [3] month) schedule throughout the life of this contract.
  2. A date mutually-agreeable to both LSUHSC-NO and the Contractor will be selected no less than two (2) weeks in advance for each Preventive Maintenance service appointment.
- C. Preventive Maintenance service appointments and repairs shall be in accordance with manufacturer's written recommendations, practices and specifications.
- D. Preventive Maintenance service appointments shall consist of technical inspections, cleaning, oiling, replacing parts, adjusting, calibrating and testing as to maintain the equipment in first-class operating condition.
- E. Deficiencies discovered during any inspection must be discussed with the designated LSUHSC-NO representative prior to the technician leaving the work site.

### **6.4 CAGE & RACK WASHERS – QUARTERLY PM SERVICE**

- A. Discuss equipment with operators, lab managers or other designees.
- B. Check printer:
  1. Print quality (proper amount of ink, darkness, clarity of type)
  2. Paper feed (proper take-up)
  3. Paper supply.
- C. Inspect exterior of unit for mechanical integrity, obvious visual damage or signs of unseen faults.

- D. Door service (each door):
  - 1. Verify door operates properly
  - 2. Check condition of door gasket – replace as necessary
  
- E. Inspect and clean the chamber:
  - 1. Inspect spray jets – align and clean as necessary
  - 2. Inspect spray headers – flush out as necessary
  - 3. Remove hard water deposits from recirculating tank and/or chamber interior
  - 4. Check wash arms to be free and clean
  - 5. Inspect for any rust or corrosion
  - 6. Inspect water level sensing probes – clean as necessary
  - 7. Verify proper water level in recirculating tank
  - 8. Check piping system for leaks
  
- F. Inspect and clean (as needed) all strainers, filters, traps and screens:
  - 1. Inspect supply line strainers
  - 2. Check drain strainer for broken glass or other debris
  - 3. Inspect steam trap for proper operation
  - 4. Inspect drain filters – clean if necessary.
  - 5. Inspect condition of air filter if applicable.
  - 6. Inspect self-cleaning screen – disassemble and remove debris from screen as necessary
  
- G. Verify all valves operate properly:
  - 1. Inspect each valve – clean if necessary
  - 2. Inspect each solenoid valve for proper operation
  - 3. Replace or rebuild each solenoid valve based on history of failure
  - 4. Inspect check valves – clean or replace as necessary
  - 5. Inspect each throttling valve for proper operation – adjust if necessary
  
- H. Verify all pumps operate properly:
  - 1. Check condition of acid and detergent pumps
  - 2. Inspect pump seals for leakage – replace if necessary
  - 3. Verify proper pump rotation
  - 4. Check for noise and vibration
  
- I. Check entire unit, supply plumbing and drains for leaks
  
- J. Inspect all gauges and instruments:
  - 1. Replace or repair damaged or malfunctioning instruments
  - 2. Replace cracked or broken glass, lamps or buttons
  - 3. Test water sensors
  
- K. Check controls:

1. Verify all controls function correctly
  2. Verify temperature accuracy (within 2 degrees)
  3. Verify conductivity accuracy (if applicable)
  4. Replace failed components
  5. Verify battery is holding a charge
  6. Verify operation of all solenoids and relays
  7. Verify cooling fan is operating
- L. Lubricate all points as required.
- M. Run unit through each cycle to verify overall proper operation
- N. Confirm proper slow exhaust function.
- O. Test the overpressure relief valve to confirm operation and confirm that it reseats properly. Replace if defective.
- P. Verify unit has proper labels
- Q. Clean dirt and lint from components
- R. Check all wiring, terminals and socket connections for damage or fraying
- S. Re-install all panels removed during service – remove all test equipment
- T. Clean up all materials used during service
- U. Remove any marks or residue on unit, adjoining equipment and/or furniture, floor, walls or other surfaces deposited during service
- V. Submit report to designated LSUHSC-NO representative(s)

#### **6.5 CAGE & RACK WASHERS – ANNUAL PM SERVICE**

- A. Grease pump motor bearings (where applicable)
- B. Replace safety valve
- C. Check all service-settable values in for factory recommended settings
- D. Inspect ground bond
- E. Inspect steam connection
- F. Inspect water connection
- G. Re-install all panels removed during service
- H. Clean up all materials used during service
- I. Remove any marks or residue on unit, adjoining equipment and/or furniture, floor, walls or other surfaces deposited during service

J. Submit report to designated LSUHSC-NO representative(s)

## 6.6 AUTOCLAVE/STERILIZER – QUARTERLY PM SERVICE

A. Discuss equipment with operators, lab managers or other designees.

B. Check printer:

1. Print quality (proper amount of ink, darkness, clarity of type)
2. Paper feed (proper take-up)
3. Paper supply.

C. Inspect exterior of unit for obvious visual damage or signs of unseen faults.

D. Door service (varies depending on model of unit – perform all steps that pertain):

1. Service & lubricate all exterior parts on manual door units
2. Service & lubricate all exterior parts on power door units
3. Verify proper tension on power door cable (sliding door units)
4. Clean and inspect lock mechanism:
  - a. Verify door lock piston operates correctly (hinged door units)
5. Verify door closes properly:
  - a. Clean and inspect socket plate, including alignment pins
  - b. Check door post for movement
  - c. Check condition of door gasket – replace as necessary
  - d. Perform a Bowie-Dick test if appropriate
  - e. Perform a vacuum leak test if appropriate
  - f. Adjust door as needed
6. Check and adjust operation of door switches

E. Inspect and clean the chamber:

1. Wash chamber with a solution to remove deposits
2. Never use steel wool, picks, or scrapers
3. Use only hot water and mild detergents
4. Use a soft bristle brush and vacuum cleaner if necessary

F. Inspect and clean (as needed) all strainers, filters, traps and screens:

1. Steam, water and jacket strainers
2. Clean chamber drain strainer
  - a. Flush drain with a hot solution of Trisodium Phosphate in one quart hot water – pour in chamber drain
  - b. After 5 minutes flush with hot water

G. Verify all valves operate properly:

1. Steam, water and emergency exhaust valves
2. Check that all hand valves operate smoothly
3. Check operation of safety valve
4. Replace faulty or leaking valves

- H. Check entire unit, supply plumbing and drains for leaks
- I. Inspect all gauges and instruments:
  - 1. Replace or repair damaged or malfunctioning instruments
  - 2. Replace cracked or broken glass, lamps or buttons
  - 3. Test water sensors
- J. Check controls:
  - 1. Verify all touch panels function correctly
  - 2. Verify date and time are correct
  - 3. Verify all other settings
  - 4. Replace failed lamps/bulbs
  - 5. Verify battery is holding a charge
  - 6. Verify buzzer operation
  - 7. Verify cooling fan is operating
- K. Run unit through each cycle to verify overall proper operation
  - 1. Verify proper operating temperature with temperature date logger or maximum registering thermometer (if using data logger, print out a graph of sterilize cycle)
- M. Verify unit has proper labels
- N. Clean dirt and lint from components
- O. Check all wiring, terminals and socket connections for damage or fraying
- P. Re-install all panels removed during service
- Q. Clean up all materials used during service
- R. Remove any marks or residue on unit, adjoining equipment and/or furniture, floor, walls or other surfaces deposited during service
- S. Submit report to designated LSUHSC-NO representative(s)

#### **6.7 AUTOCLAVE/STERILIZER – ANNUAL PM SERVICE**

- A. Rebuild and/or replace all solenoid valves
- B. Rebuild and/or replace all check valves
- C. Rebuild and/or replace steam PRV
- D. Replace air filter cartridge
- E. Replace safety valve

- F. Replace plug on heat exchange
  - G. Rebuild jacket and chamber traps
  - H. Install new door diaphragm and gasket
  - I. Install new door seal gasket
  - J. Calibrate the pressure transducer and temperature RTD(s) to NIST standards. Label sterilizer with NIST calibration identification and date calibration was completed.
- 
- K. Clean fan filter
  - L. Check all service-settable values in Service Test Mode for factory recommended settings
  - M. Verify functional operation of each valve using the Service Test Mode
  - N. Inspect ground bond
  - O. Inspect steam connection to sterilizer
  - P. Inspect water connection to sterilizer
  - Q. Inspect drain connection to sterilizer
  - R. Re-install all panels removed during service
  - S. Clean up all materials used during service
  - T. Remove any marks or residue on unit, adjoining equipment and/or furniture, floor, walls or other surfaces deposited during service
  - U. Submit report to designated LSUHSC-NO representative(s)

## **6.8 WASHER/DISINFECTOR – QUARTERLY PM SERVICE**

- A. Discuss equipment with operators, lab managers or other designees.
- B. Check printer:
  - 1. Print quality (proper amount of ink, darkness, clarity of type)
  - 2. Paper feed (proper take-up)
  - 3. Paper supply.
- C. Inspect exterior of unit for obvious visual damage or signs of unseen faults.
- D. Door service (varies depending on model of unit – perform all steps that pertain):
  - 1. Verify door operates properly
  - 2. Check dampers on door closing

3. Check spring on door closing
  4. Check condition of door gasket
- E. Inspect and clean the chamber:
1. Wash chamber with a solution to remove deposits
  2. Never use steel wool, picks, or scrapers
  3. Use only hot water and mild detergents
  4. Use a soft bristle brush and vacuum cleaner if necessary
  5. Check spray arm wings
    - a. Check that the spray arms rotate freely
    - b. Check that holes in the arms are not blocked
- F. Inspect and clean (as needed) all strainers, filters, traps and screens:
1. Filter in supply line
  2. Sterile filter in dryer
  3. Coarse strainer in the bottom of the chamber
- G. Verify all valves operate properly:
1. Check level switches and manual shutoff valves
  2. Check that all hand valves operate smoothly
  3. Check check valves in dryer and waste outlet
  4. Replace faulty or leaking valves
- H. Check entire unit, hoses, supply plumbing and drains for leaks
1. Check hoses between dosing pump and detergent container
  2. Check hose between dosing pump and machine
  3. Check hose in hose pump
  4. Check hoses to dryer
- I. Inspect all gauges and instruments:
1. Replace or repair damaged or malfunctioning instruments
  2. Replace cracked or broken glass, lamps or buttons
- J. Check controls:
1. Verify all touch panels function correctly
  2. Verify date and time are correct
  3. Verify all other settings
  4. Replace failed lamps/bulbs
  5. Verify battery is holding a charge
  6. Verify buzzer operation
  7. Verify fan to dryer is operating
  8. Verify overheat protection
- K. Run unit through each cycle to verify overall proper operation

1. Verify proper operating temperature with temperature date logger or maximum registering thermometer (if using data logger, print out a graph of sterilize cycle)
- M. Verify unit has proper labels
- N. Clean dirt and lint from components
- O. Check all wiring, terminals and socket connections for damage or fraying
- P. Re-install all panels removed during service
- Q. Clean up all materials used during service
- R. Remove any marks or residue on unit, adjoining equipment and/or furniture, floor, walls or other surfaces deposited during service
- S. Submit report to designated LSUHSC-NO representative(s)

#### **6.9 WASHER/DISINFECTOR – ANNUAL PM SERVICE**

- A. Install new door seal gasket
- B. Replace hoses as needed
- C. Replace sterile filter in dryer
- D. Replace supply filter in chamber
- E. Calibrate the temperature RTD(s) to NIST standards. Label sterilizer with NIST calibration identification and date calibration was completed.
- F. Check all service-settable values in Service Test Mode for factory recommended settings
- G. Inspect water connection to washer
- H. Re-install all panels removed during service
- I. Clean up all materials used during service
- J. Remove any marks or residue on unit, adjoining equipment and/or furniture, floor, walls or other surfaces deposited during service
- K. Submit report to designated LSUHSC-NO representative(s)

#### **6.10 REPAIR SERVICES**

- A. If repairs are needed unrelated to the Preventive Maintenance program, the Contractor shall provide repair services for the equipment listed in Appendix C as amended after the Initial Assessment (**at an additional [supplemental] cost to LSUHSC-NO**).

- B. The designated LSUHSC-NO representative shall provide the Contractor with a description of the problem, location and type of equipment when telephoning for service.
- C. All repairs shall be completed as quickly as parts availability will allow in accordance with sections 6.12 and 6.14.
- D. The direct labor hours to perform any repairs shall be at the fixed labor rates provided on the price sheet for this bid.
- E. LSUHSC-NO does not pay for travel time to or from the equipment location.

#### 6.11 SPECIAL PROJECTS

- A. The Contractor shall perform special projects for the equipment listed in Appendix C as amended after the Initial Assessment (**at an additional [supplemental] cost to LSUHSC-NO**). Special projects include modifications or replacement of major components to improve operation, efficiency or safety of the equipment.
- B. The cost of any special projects shall be quoted on the Contractor's letterhead. The designated LSUHSC-NO representative will arrange for a purchase order specific to the special project to be issued to authorize the work.
- C. The direct labor hours to perform special projects shall be at the fixed labor rate provided on the price sheet for this bid.
- D. LSUHSC-NO does not pay for travel time to or from the equipment location.

#### 6.12 SERVICE RESPONSE TIME REQUIREMENTS

- A. The Contractor shall provide a 24/7 toll-free phone number for service.
- B. The Contractor shall respond with a telephone call within two (2) hours after the initial request from a designated LSUHSC-NO representative for any kind of service. At the time of the initial telephone request for service, the designated LSUHSC-NO representative will state the level of response needed per the following:
  - 1. Emergency (Critical Equipment)
    - a. Two (2) hour (including weekends and holidays) on-site response from the time of the Contractor's initial returning telephone call;
    - b. Twenty four (24) hours (including weekends and holidays) from the time of the technician's initial arrival on site to complete repair and return unit to service.
  - 2. Urgent (Important Equipment)

- a. Twenty four (24) hour (including weekends and holidays) on-site response from the time of the Contractor's initial returning telephone call;
  - b. Seventy two (72) hours (including weekends and holidays) from the time of the technician's initial arrival on site to complete repair and return unit to service.
3. Routine (Non-critical Equipment)
- a. Seventy two (72) hours or three business days (excluding weekends and holidays) on-site response from the time of the Contractor's initial returning telephone call;
  - b. Seven (7) business days (excluding weekends and holidays) from the time of the technician's initial arrival on site to complete repair and return unit to service;
  - c. Repairs shall only be performed between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday.
4. Scheduled
- a. Arrive on the pre-scheduled date and at the pre-scheduled time;
  - b. Five (5) business days (excluding weekends and holidays) from the time of the technician's initial arrival on site to complete work and return unit(s) to service.

### 6.13 DEFAULT

- A. Should LSUHSC-NO seek remedy for non-performance or non-compliance with the provisions of Section 6.12 above or other conditions set forth in these specifications through liquidated damages as opposed to contract cancellation, the following monetary penalties shall apply:
1. 1<sup>st</sup> Offense - \$500 plus withholding any outstanding payments due
  2. 2<sup>nd</sup> Offense - \$1000 plus withholding any outstanding payments due
  3. 3<sup>rd</sup> Offense - \$1500 plus withholding any outstanding payments due
- B. The Contractor will receive written notification of all non-performance and/or non-compliance issues within 72 hours of the occurrence. Non-performance and/or non-compliance issues will be evaluated on a case by case basis in those instances where the breach is beyond the contractor's control.

### 6.14 PARTS

- A. The Contractor shall provide all parts required to be replaced as part of the Preventive Maintenance service work listed above without additional charge to LSUHSC-NO, including all shipping and handling costs.
- B. Replacement parts for repairs not included in the Preventive Maintenance service work listed above will be provided by the Contractor **(at an additional [supplemental] cost to LSUHSC-NO)** after a written quote is provided in advance to and approved by the designated LSUHSC-NO representative.

- C. All replacement parts shall be new and recommended by the equipment manufacturer.
- D. The Contractor shall have the ability to provide emergency service replacement parts to LSUHSC-NO within 24 hours of initial service request. Higher shipping costs for accelerated delivery may be utilized **(at an additional [supplemental] cost to LSUHSC-NO)** if the higher shipping cost is approved in advance by the designated LSUHSC-NO representative.
- E. The Contractor shall be expected to make all reasonable efforts to supply and/or manufacture **(at an additional [supplemental] cost to LSUHSC-NO)** obsolete parts that may be required to maintain the equipment covered under this contract.

#### 6.15 REPORTING REQUIREMENTS

- A. The Contractor shall provide a detailed description of the work completed for each service visit electronically via E-mail within 24 hours of the completed service.
- B. Service reports shall include the date and time when the request was received, a detailed description of the work completed, including all tests performed and the results, along with any additional work recommended by the Contractor.
- C. Service reports shall identify the equipment being serviced by the equipment location, equipment model number and by the equipment serial number.
- D. The Contractor shall provide the designated LSUHSC-NO representative(s) with a copy of the calibration certification for all test equipment used that is traceable back to the National Institutes of Standards and Technology.
  - 1. Detailed calibration reports are to be provided by the Contractor to the designated LSUHSC-NO representative(s) following the completion of the annual calibration service.
  - 2. Each piece of sterilization equipment is to be labeled with NIST calibration identification and the date calibration was completed.

APPENDIX A

CONTRACTOR  
ID BADGE  
APPLICATION

**LSUHSC – CONTRACTOR ID BADGE  
REQUEST FORM**

DEPARTMENT: FACILITY SERVICES

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

SOCIAL SECURITY NUMBER (LAST 4 DIGITS ONLY): \_\_\_\_ \_

DATE OF BIRTH: \_\_\_\_/\_\_\_\_/\_\_\_\_

FULL HOME ADDRESS (incl. zip): \_\_\_\_\_

BIRTHPLACE (city & state): \_\_\_\_\_

JOB TITLE: \_\_\_\_\_

WORK TELEPHONE NUMBER: \_\_\_\_\_

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**LSUHSC – CONTRACTOR ID BADGE  
REQUEST FORM**

DEPARTMENT: FACILITY SERVICES

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

SOCIAL SECURITY NUMBER (LAST 4 DIGITS ONLY): \_\_\_\_ \_

DATE OF BIRTH: \_\_\_\_/\_\_\_\_/\_\_\_\_

FULL HOME ADDRESS (incl. zip): \_\_\_\_\_

BIRTHPLACE (city & state): \_\_\_\_\_

JOB TITLE: \_\_\_\_\_

WORK TELEPHONE NUMBER: \_\_\_\_\_

# APPENDIX B

## CAMPUS MAP



# APPENDIX C

## EQUIPMENT INVENTORY

Unit Count	Building Room	Equipment Description	Equipment Manufacturer	Model Number	Serial Number	In Service
1	AH&SON-1023	Glassware Washer	Amsco	LU-1021	3607186062	Yes
2	CSRB-131	Cage & Rack	Steris	3500	3633498001	Yes
3	CSRB-131	Cage & Bottle	Steris	4600	3632798002	Yes
4	CSRB-124	Sterilizer	Steris	SV-148	0113999-04	Yes
5	CSRB-128	Bulk Sterilizer	Steris	121218 SLH	0104602-03	Yes
6	CSRB-237	Sterilizer	Steris	SV-120	10559923	Yes
7	CSRB-220	Sterilizer	Steris	SV-120	10449901	Yes
8	CSRB-334	Sterilizer	Beta-Star	6200285	B0276	Yes
9	CSRB-338	Glassware Washer	Steris	Reliance 400	3614899005	
10	CSRB-338	Sterilizer	Steris	SV-148	0112749-24	
11	CSRB-362D	Sterilizer	Steris	3V- 148H	0304012-12	Yes
12	CSRB-436	Glassware Washer	Steris	Reliance 400	3614599001	
13	CSRB-436	Sterilizer	Consolidated	SSR-3A-PB	60607	Yes
14	CSRB-538	Glassware Washer	Steris	Reliance 400	3615199003	
15	CSRB-538	Sterilizer	Steris	SV-148	0105999-04	
16	CSRB-638	Sterilizer	Steris	SV-148	0113499-12	Yes
17	CSRB-638	Glassware Washer	Miele	G7883CD		Yes
18	CSRB-732	Glassware Washer	Steris	Reliance 400	3614199004	
19	CSRB-732	Sterilizer	Steris	SV-148	0113199-16	NO
20	CSRB-732	Sterilizer	Steris	SV-148	0114099-07	
21	CSRB-732	Sterilizer	Steris	SV-148	0112799-23	NO
22	LE-453	Sterilizer	Steris	SG-120	0325406-05	YES
23	LE-548	Washer Disinfecter	Steris	444	3615007003	YES
24	LE-548	Washer Disinfecter	Steris	444	3614907008	YES
25	LE-938	Sterilizer	Consolidated	SSR-3A-PB	91803	YES
26	LE-938	Boiler				YES
27	LE-938	Glassware Washer	AMSCO	Reliance 400	3626996003	YES
28	MEB-3205T	Sterilizer	Consolidated	SSR-3A-PB	101229	NO
29	MEB-3205T	Sterilizer	Market Forge	STM-E	171285	NO
30	MEB-6232	Glassware Washer	AMSCO	470	3630192211	NO
31	MEB-6232A	Sterilizer	Getinge	533 LS	07F07732	YES
32	MEB-6232A	Boiler	Getinge	GTS-30AMOP3-203	32690	YES
33	MEB-6232A	RO System	Watts	M200	7200624	YES
34	MEB-6232A	Sterilizer	Getinge	533 LS	05H06268	YES
35	MEB-6232A	Boiler	Getinge	CAS30C	GC-32098	YES
36	MEB-6232A	RO System	Watts	HS-300	5300117	YES
37	MEB-6232A	Sterilizer	Consolidated	SSR-3A-PB	61095	YES
38	MEB-7127	Sterilizer	AMSCO	E3021-1	0110291-06	NO
39	MEB-7127	Glassware Washer	AMSCO	470	3630192213	NO
40	MEB-7124	Gassware Dryer	Better Built	8000	9185	NO
41	MEB-7206	Sterilizer	AMSCO	3E3021-1	0106791-08	YES