

INVITATION TO BID		BID DUE DATE AND TIME
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE		05/19/2020 11:00 AM CT
SOLICITATION RFQ-0000001176 SUPPLIER # SUPPLIER NAME AND ADDRESS <div style="border: 1px solid black; height: 100px; width: 100%; margin-top: 10px;"></div>	RETURN BID TO Louisiana State University and Agricultural and Mechanical College Procurement 213 Thomas Boyd Hall Baton Rouge, LA 70803 Buyer Jene Troxclair Ledet Buyer Phone Buyer Email jeneledet@lsu.edu Issue Date 04/27/2020	
TITLE: Isolated Joint Isokinetic Device		
<p style="text-align: center;">To Be Completed By Supplier</p> <ol style="list-style-type: none"> 1. _____ "No Bid" (sign and return this page only). 2. _____ My Company does not wish to receive future solicitations for this spend category. 3. Specify your Delivery: To be made within _____ days after receipt of order. 4. If applicable, Supplier's Addendum Acknowledgement/Response: As an authorized agent/signatory of the supplier, I/we acknowledge receipt of this Addendum, and _____ submit no alterations/clarifications to our original bid. _____ submit superseding revisions/clarifications to our original bid as written herein or attached hereto. <p style="text-align: center;">General Instructions to Suppliers</p> <ol style="list-style-type: none"> 1. Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by LSU Procurement at the "Return Bid To" address stated above, until the specified due date and time. 2. Read the entire solicitation, including all terms, conditions and specifications. 3. All bid information and prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit price are to be initialed by the supplier. 4. Bid prices are to be quoted FOB LSU/Destination and inclusive of any and all applicable shipping and handling charges unless otherwise specified in the solicitation. Any invoiced delivery charges not quoted and itemized on the LSU purchase order are subject to rejection and non-payment. 5. Payment is to be made within 30 days after receipt of properly executed invoice, or delivery and acceptance, whichever is later. 6. By signing this solicitation, the supplier certifies compliance with all general instructions to suppliers, terms, conditions and specifications; and further certifies that this bid is made without collusion or fraud. 		
SUPPLIER NAME	MAILING ADDRESS	
AUTHORIZED SIGNATURE	CITY, STATE ZIP	
PRINTED NAME	PHONE #	
TITLE	FAX #	
E-MAIL	FEDERAL TAX ID #	

SOLICITATION RFQ-000001176

DUE DATE 05/19/2020

DUE TIME 11:00:00 AM

These standard terms and conditions shall apply to all LSU solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of conflict between the General Instructions to Suppliers or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.

Bids submitted are subject to provisions of the laws of the State of Louisiana, including but not limited to: the University Procurement Code (LAC 34:XIII. Chapters 3-25) and the terms, conditions, and specifications stated in this solicitation.

1. Supplier Enrollment

Suppliers providing a bid/quote in response to a LSU solicitation must be setup in the University's new procurement system (Workday) for bid tabbing and award of a purchase order. Suppliers should complete the online supplier registration form prior to submitting a bid response and/or the bid due date and time to ensure bid tabbing can be done timely after the bid deadline. This website is used in place of a paper form and must be accompanied with an IRS Request for Taxpayer Identification Number and Certification form (W-9 or W-8 if foreign) to collect the required business and tax information that support the University's reporting and compliance requirements. To inquire if you or your company is setup or for questions regarding setup, email suppliers@lsu.edu. The supplier enrollment form can be located at: http://www.lsu.edu/administration/ofa/procurement/supplier_registration.php

2. Bid Delivery and Receipt

Bids must be received and time-stamped at the "Return Bid To" address no later than the due date and time specified herein. To assure consideration, your bid must be submitted in a sealed envelope or package and should be clearly and prominently marked with the solicitation number and bid due date, or may be submitted in the special bid return envelope if one was furnished for that purpose.

Supplier are advised that the U.S. Postal Service does not make deliveries to our physical location. USPS mail is delivered to the University's mail center and is redelivered using internal resources. Suppliers may deliver bids by hand or by a courier service to the Procurement Office. The University shall not be responsible for any delays caused by the supplier's chosen means of bid delivery. Supplier is solely responsible for the timely delivery of its bid, and failure to meet the bid due date and time shall result in rejection of the bid. Late bids cannot be accepted per LAC 34:XIII.515.B.

3. Bid Forms

Bids are to be submitted on the LSU solicitation forms provided, and must be signed by an authorized agent of the supplier in accordance with LAC 34:XIII.517. Bids submitted on other forms or in other price formats may be considered informal and may be rejected in part or in its entirety. Bids submitted in pencil and/or bids containing no original signature indicating the supplier's intent to be bound will not be accepted. Bid submissions should not be spiral bound.

4. Interpretation of Solicitation/Supplier Inquiries

If supplier is in doubt as to the meaning of any part or requirement of this solicitation, supplier may submit a written request for interpretation to the Buyer-of-Record at the address and/or fax number shown above. Written inquiries must be received in the Procurement Office no later than 4:30 pm CST four (4) business days prior to the opening of bids, and shall be clearly crossreferenced to the relevant solicitation/specification in question.

No decisions or actions shall be executed by any supplier as a result of oral discussions with any LSU employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the Procurement Office, and mailed or delivered to all suppliers known to have received the solicitation. LSU shall not be responsible for any other interpretations or assumptions made by supplier.

5. Bid Addenda

Bid Addendum is to be signed and returned with your bid. If you have already submitted your bid, and this Addendum creates a need to revise/clarify your original response in any way, you are required to submit such in writing. To be considered, your addendum response must be submitted to and received by LSU Procurement at the "Return Bid To" address stated above. Submittals for price alterations and addenda to bids must be clearly marked with the solicitation number and the bid due date/time and returned via fax, email, courier service, hand delivery, or USPS mail. Bid revisions received after bid opening cannot be considered, whereupon the supplier must either honor or withdraw its original bid.

6. Bid Opening

Suppliers may attend the public bid opening of sealed bids. No information or opinions concerning the ultimate contract award will be given at bid opening or during the evaluation process. Written bid tabulations will not be furnished.

7. Special Accommodations

Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the public bid opening, must notify the Procurement Office in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.

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8. Standards of Quality

Any product or service bid shall conform to all applicable federal, state and local laws and regulations, and the specifications contained in the solicitation. Any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired; and is not intended to limit or restrict competition. Supplier must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact product specified in the solicitation.

9. New Products/Warranty/Patents

All products bid for purchase must be new, never previously used, of the manufacturer's current model and/or packaging, and of best quality as measured by acceptable trade standards. No remanufactured, demonstrator, used or irregular products will be considered for purchase unless otherwise specified.

The manufacturer's standard published warranty and provisions shall apply, unless more stringent warranties are otherwise required by LSU and specified in the solicitation. In such cases, the supplier and/or manufacturer shall honor the specified warranty requirements, and bid prices shall include any premium costs of such coverage.

Supplier guarantees that the products proposed and furnished will not infringe upon any valid patent or trademark; and shall, at its own expense, defend any and all actions or suits charging such infringement, and shall save LSU harmless.

10. Descriptive Information

Suppliers proposing an equivalent brand or model are to submit with the bid descriptive information (such as literature, technical data, illustrations, etc) sufficient for LSU to evaluate quality, suitability, and compliance with the specifications. Failure to submit descriptive information may cause bid to be rejected. Any changes made by supplier to a manufacturer's published specifications shall be verifiable by the manufacturer. If items bid do not fully comply with specifications, supplier must state in what respect items deviate. Supplier's failure to note exceptions in its bid will not relieve the supplier from supplying the actual products requested.

11. Bids/Prices/F.O.B. Point

- The bid price for each item is to be quoted on a "net" basis and F.O.B. LSU Destination, i.e. title passing upon receipt and inclusive of all delivery charges, any item discounts, etc.
- Bids other than F.O.B. LSU Destination may be rejected.
- Bids indicating estimated freight charges may be rejected.
- Bids requiring deposits, payment in advance, or C.O.D. terms may be rejected.
- Suppliers who do not quote "net" item prices and who separately quote an overall "lump sum" freight cost or discount for all items shall be considered as submitting an "all-or-none" bid for evaluation and award purposes; and risk rejection if award is made on an item or grouped basis.
- Prices shall be firm for acceptance for a minimum of 30 days, unless otherwise specified. Bids conditioned with shorter acceptance periods may be rejected.
- Prices are to be quoted in the unit/package specified (e.g. each, 12/box, etc), or may be rejected.
- In the event of extension errors, the unit price bid shall prevail.

12. Taxes

Supplier is responsible for including all applicable taxes in the bid price. LSU is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc.

13. Terms and Conditions

This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, supplier agrees that contrary terms and conditions which may be included in its bid are nullified.

14. Supplier Forms/LSU Signature Authority

The terms and conditions of the LSU solicitation and purchase order/contract shall solely govern the purchase agreement, and shall not be amended by any supplier contract, form, etc.

The University's chief procurement officer, or authorized designee, is delegated sole authority to execute/sign any supplier contracts, forms, etc, on behalf of LSU. Departments are expressly prohibited from signing any supplier forms. Any such supplier contracts/forms bearing unauthorized signatures shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom. Suppliers who present any such forms to department users for signature without regard to this strict LSU policy may face contract cancellation, suspension, and/or debarment.

15. Awards

Award will be made to the lowest responsible and responsive supplier. LSU reserves the right: (1) to award items separately, grouped, or on an all-or-none basis, as deemed in its best interest; (2) to reject any or all bids and/or items; and (3) to waive any informalities.

All solicitation specifications, terms and conditions shall be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.

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16. Acceptance of Bid

Only the issuance of an official LSU purchase order/contract, a Notification of Award letter, or a Notification of Intent to Award letter shall constitute the University's acceptance of a bid. LSU shall not be responsible in any way to a supplier for goods delivered or services rendered without an official purchase order/contract or award letter. Bid tabulations may be requested after acceptance of bid.

17. Applicable Law

All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

18. Awarded Products/Unauthorized Substitutions

Only those awarded brands and numbers stated in the LSU contract are approved for delivery, acceptance, and payment purposes. Any substitutions require prior approval of the Procurement Office. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at supplier's expense, and non-payment.

19. Testing/Rejected Goods

Supplier warrants that the products furnished will be in full conformity with the specification, drawing or sample, and agrees that this warranty shall survive delivery, acceptance, and use. Any defect in any product may cause its rejection. LSU reserves the right to test products for conformance to specifications both prior to and after any award. Supplier shall bear the cost of testing if product is found to be non-compliant. All rejected goods will be held at supplier's risk and expense, and subject to supplier's prompt disposition. Unless otherwise arranged, rejected goods will be returned to the supplier freight collect.

20. Delivery

Supplier is responsible for making timely delivery in accordance with its quoted delivery terms. Supplier shall promptly notify the LSU Department and/or Procurement Office of any unforeseen delays beyond its control. In such cases, LSU reserves the right to cancel the order and to make alternative arrangements to meet its needs.

21. Default of Supplier

Failure to deliver within the time specified in the bid/award will constitute a default and may be cause for contract cancellation. Where the University has determined the supplier to be in default, LSU reserves the right to purchase any or all goods or services covered by the contract on the open market and to surcharge the supplier with costs in excess of the contract price. Until such assessed surcharges have been paid, no subsequent bids from the defaulting supplier will be considered for award.

22. Supplier Invoices

Invoices shall reference the LSU purchase order number, supplier's packing list/delivery ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order, and submitted on the supplier's own invoice form. Invoices submitted by the supplier's third party supplier are not acceptable.

23. Delinquent Payment Penalties

Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695. Supplier penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom.

24. Assignment of Contract/Contract Proceeds

Supplier shall not assign, sublet or transfer its contractual responsibilities, or payment proceeds thereof, to another party without the prior written consent and approval of the Procurement Office. Unauthorized assignments of contract or assignments of contract proceeds shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom.

25. Right to Piggyback

Where this solicitation may name one department as the primary contract user, LSU reserves the right to authorize additional departments/campuses to use the contract as their needs arise; and Vendor shall honor all such purchase orders.

26. Contract Cancellation

LSU has the right to cancel any contract for cause, in accordance with procurement rules and regulations, including but not limited to: (1) failure to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentation by the supplier; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract. LSU has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the supplier. In such cases, the supplier shall be entitled to payment for compliant deliverables in progress.

27. Prohibited Contractual Arrangements

Per Louisiana R.S. 42:1113.A, no public servant, or member of such a public servant's immediate family, or legal entity in which he has a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant. See statute for complete law, exclusions, and provisions.

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28. Equal Employment Opportunity Compliance

By submitting and signing this bid, supplier agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; federal Executive Order 11246; federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; the Americans with Disabilities Act of 1990. Supplier agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Any act of discrimination committed by supplier, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

29. Mutual Indemnification

Each party hereto agrees to indemnify, defend, and hold the other, its officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this agreement, provided however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.

30. Certification of No Suspension or Debarment

By signing and submitting this bid, supplier certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at www.sam.gov.

31. Right to Audit

The University shall be entitled to audit the books and records of a supplier or any subcontractor under any negotiated contract or subcontract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the supplier for a period of five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract, pursuant to LAC 34:XIII.1603.

32. Diverse Supplier

(a) Supplier understands that LSU, as the state's flagship university, has an interest in providing entrepreneurial opportunities to diversity-owned businesses. The university is dedicated to promoting the growth and development of minority, women, and small and historically underutilized businesses ("Diverse Businesses") by providing opportunities to participate in university contracts.

(b) In support of this commitment, the supplier shall use good faith and best efforts to provide opportunities to Diverse Businesses that are either certified by the state or another certifying agency in a diverse category, as a subcontractor or supplier under this agreement.

(c) If applicable, supplier shall provide LSU with a list of diversity-owned businesses during each contract year, the list of businesses should identify: (1) the name of the business; (2) its principal office or address; (3) the owner(s); and (4) the services or goods that it may provide or supply and the value of the goods or services procured from the businesses included on supplier's list.

(d) To the extent that any federal or state law, rule, or regulation would require that this section be modified or voided, the parties agree that such provision can be amended or severed from the agreement without affecting any of the other terms of the agreement.

33. Data Privacy

By signing and submitting this bid, I hereby authorize that all information provided in this solicitation, including any and all personal or company data may be shared with LSU departments, suppliers and other governmental agencies to facilitate procurement transactions. This data will be retained according to LSU's retention schedule. To learn more about privacy at LSU, please see the [LSU Privacy Statement](#).

SOLICITATION RFQ-0000001176

DUE DATE 05/19/2020

DUE TIME 11:00:00 AM

1. Due to the COVID-19 emergency, LSU Procurement Services is suspending in-person attendance at public bid openings conducted by LSU Procurement Services.

The LSU campus is closed to non-essential personnel making the receipt of physical bids impossible. Therefore, bids must be submitted electronically to LSU Procurement Services until further notice.

Bids must be emailed to lsubids@lsu.edu (***This email address should be used for bid submissions only***). When submitting electronically, the RFQ number and solicitation title should be listed in the subject line of the email.

If you have submitted a bid through USPS, FedEx, UPS or another mail carrier, it is your responsibility to send an additional copy electronically. Neither the physical bids nor late bids will be accepted.

Any supplier who would like to view the opening of this bid can access the following link: <https://lsu.zoom.us/meeting/register/u5Yoc-mtpjwic3qMBbUv2mGXg3EyfFeWww>.

The link will be live at 11:00 AM CST on the date of bid opening and will provide live audio and video access to this bid opening. Bid opening will begin at 11:10 AM CST to allow for all attendees to get logged in and signed in.

Requests for bid tabulations and solicitation inquiries should be directed to the Buyer-of-Record listed on the solicitation.

2. In order for the University to be assured that current fiscal year funds are available for this purchase, delivery and invoicing must be made no later than June 30. Please consider this constraint when quoting number of days required to complete delivery. The University reserves the right to reject all bids that do not meet the June 30th delivery requirement.

3. Please note attached insurance requirements. Successful bidder will be required to furnish a certificate of insurance evidencing required coverages and naming the State of Louisiana, LSUS as an additional insured on all liability policies.

4. A preference, if applicable, may be allowed for products produced, manufactured, assembled, grown or harvested in Louisiana. Do you claim this preference? Yes _____ No _____. Note: Preferences shall not apply to service contracts. Is your Louisiana business workforce composed of a minimum of fifty percent Louisiana residents? Yes _____ No _____. Specify Item Number and location within Louisiana where the product is/was produced, manufactured, assembled, grown or harvested:
_____ Note: This preference is not applicable for services.

5. All-or-none award: It is the intent of the University to award all items on an all or none basis to the overall lowest responsive and responsible bidder.

6. LSU is a member of the National Association of Educational Procurement (NAEP) and the E & I Cooperative Purchasing Service.

7. Bid prices are to be quoted FOB LSU/DESTINATION and inclusive of any and all applicable shipping and handling charges.

SOLICITATION RFQ-000001176

DUE DATE 05/19/2020

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ITEM NO.	ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
<p>UNLESS SPECIFIED ELSEWHERE, SHIP ALL ITEMS TO: LSUS(BE348) 1 University PL Shreveport, LA 71115</p>					
1	<p>All or None</p> <p>TRAINING On-Site Training for Staff, Including all travel expenses, per the attached specifications.</p> <p>Specify Manufacturer / Brand Bid: _____</p> <p>Specify Model / Number Bid: _____</p>	1	Each	\$ _____	\$ _____
2	<p>All or None</p> <p>Hamstring Attachment, to be used to perform a lengthened state multiple angle comparison test, Biodex BMS 830-550, or equal.</p> <p>Specify Manufacturer / Brand Bid: _____</p> <p>Specify Model / Number Bid: _____</p>	1	Each	\$ _____	\$ _____
3	<p>All or None</p> <p>Hemiparetic Attachment, to be used for shoulder, wrist, and elbow patterns. Biodex BMS 830-540, or equal.</p> <p>Specify Manufacturer / Brand Bid: _____</p> <p>Specify Model / Number Bid: _____</p>	1	Each	\$ _____	\$ _____
4	<p>All or None</p> <p>Closed Chain Attachment, Biodex BMS 830-520, or equal</p> <p>Specify Manufacturer / Brand Bid: _____</p> <p>Specify Model / Number Bid: _____</p>	1	Each	\$ _____	\$ _____

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ITEM NO.	ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
5	<p>All or None</p> <p>Interface system without cable to allow for compatibility with our existing Delsys EMG wireless system. Biodex 830-109, or equal.</p> <p>Specify Manufacturer / Brand Bid: _____</p> <p>Specify Model / Number Bid: _____</p>	1	Each	\$ _____	\$ _____
6	<p>All or None</p> <p>Software, for the dynamometer to allow the different mult-mode, Biodex BMS 890-130, or equal</p> <p>Specify Manufacturer / Brand Bid: _____</p> <p>Specify Model / Number Bid: _____</p>	1	Each	\$ _____	\$ _____
7	<p>All or None</p> <p>Isolated Joint Isokinetic Device, Biodex System 4 Pro Orthopedic Testing & Rehabilitation System 850-000, or equal per, the attached specifications.</p> <p>Specify Manufacturer / Brand Bid: _____</p> <p>Specify Model / Number Bid: _____</p>	1	Each	\$ _____	\$ _____
8	<p>All or None</p> <p>Delivery, per the attached specifications.</p> <p>Specify Manufacturer / Brand Bid: _____</p> <p>Specify Model / Number Bid: _____</p>	1	Each	\$ _____	\$ _____

Specifications for LSU RFQ-000001176

Human Performance Laboratory Development Isolated Joint Isokinetic Device

Purpose of the Project: LSUS is in the renovation phase of the Health and Physical Education Building, creating a Human Performance laboratory which will include motor behavior/recovery/rehabilitation. This solicitation is for an Isolated Joint Isokinetic Device (IJID), Biodex System 4 Pro Orthopedic Testing & Rehabilitation System, model BMS 850-000, or equal.

Isolated Joint Isokinetic Device (IJID):

The IJID dynamometer must be able to adjust both the height of the chair and the height of the dynamometer. This is crucial for patient /client set-up onto the system. The device must be an integrative system with one station, not separate attached units. LSUS will be working with athletes. The ability to adjust both the height of the chair and the dynamometer to accommodate the athlete is essential. It is important to set them up properly in relation to the joint head in a timely manner. The IJID must NOT require the patient/client to lay down when performing shoulder exercises or tests. It is required that the IJID have patient norms including adult and pediatric groups developed over years of tests and application. Being able to make comparison is key to assessing strengths/weakness of clients, athletes and students. The IJID must have a body of knowledge through clinical research studies which confirms reliability and validity and is professionally accepted. It is required that the IJID operate on Windows and be adaptable to future applications.

Isolated Joint Measurement and Training Device: LSUS requests an Isolated Joint Isokinetic Device to perform measurement and training of the shoulder, elbow, wrist, hip, knee, and ankle. The System must meet or exceed the following specifications:

General Specifications:

- The system must include a motorized height adjustable positioning chair for patient transfers and alignment of axis of rotation, enabling safe precautionary practices for smooth transition of patient by the operator.
- The system must consist of a design whereby the chair can move front and back and the dynamometer side to side, which will allow the knee axis of patient to be within 1 inch of dynamometer shaft which eliminates inadequate alignment of unit to patient.
- The design must allow the shoulder joint to be aligned within 6-8 inches of dynamometer shaft for Flex/Ext, Abd/Add Flex Abd/Ext Add diagonal patterns.
- The system must provide a spring loaded sliding handle on the shoulder attachment to accommodate dynamic changes of the shoulder joint for shoulder flexion/extension, abduction/adduction and flexion abduction/extension adduction patterns.
- The system must provide videos of positioning set ups that include audio instructions for all operators immediate viewing.
- The system must have pediatric normative data collected on a dynamometer which enable testing of youth.
- A touch screen monitor must be viewable for all patterns to insure adequate monitoring from all positions.

- The system must utilize a torque/force based ramp to accommodate the natural acceleration of the muscles being tested and exercised hereby adapting to normal body parameters.
- The system must allow acceleration without introducing external muscle loading by the machine to the joint being tested and exercised in the dynamic modes.
- The system must record and allow analysis of acceleration and deceleration to and from the preselected velocity.
- The chair and dynamometer are to have color-coded instruction labels for proper positioning.
- Shoulder Internal/External Rotation, Extension/Flexion and Flexion Abduction/ Extension Adduction positioning must be available in upright seated position, reclined and or supine positions.
- The ankle attachment must be able to perform ankle plantar / dorsi flexion and ankle inversion/eversion utilizing one attachment.
- The ankle attachment must use a snowboarding buckling system with ratchet design and not velcro straps to secure the foot to the attachment.
- All ankle set up must be able to be performed in seated upright, reclined and or supine positions.
- The system must include a mobile attachment rack and mobile computer data station.

Detailed Specifications:

Dynamometer Multimode Operation including Isokinetic, Isotonic, Reactive Eccentric and Passive Specification:

Performance	Maximum and Minimum Parameters
Isokinetic Concentric Speed	Up to 500 deg/sec
Isokinetic Eccentric Speed	Up to 300 deg/sec
Passive Speed	Low as 0.25 deg/sec
Passive Torque	Low as 5 ft. lbs
Isokinetic Concentric Torque	Up to 500 ft/lbs
Isokinetic Eccentric Torque	Up to 400 ft/lbs
Isotonic Torque	Low as 0.5 ft/lbs

Operating Computer System must Include:

- Touch Screen Clinical Data Station with applicable software. Advantage Software 4.0, or equivalent
- Minimum 17" Flat Panel Color touch screen monitor
- Windows 7 Pro or Windows 10 operating system
- Color Desk Jet Printer

Resistance Modes:

- Continuous Passive Motion (CPM)
- Isokinetic – constant speed, variable resistance
- Isometric – zero speed, variable resistance
- Isotonic – variable speed, fixed resistance
- Reactive Eccentric Mode

Safety and Action:

- Adjustable mechanical Range-of-Motion Stops that can be set to match a subject's exact demonstrated Range-of-Motion for every pattern.
- Adjustable mechanical Range-of-Motion Stops that can be "Opened" so input arm can be continuously rotated 360 degrees. Dynamometer shaft must have ability to circle 360 degrees in the same direction
- Motorized seat height and linear side to side dynamometer adjustment

Attachments:

- Knee
- Shoulder
- Ankle
- Elbow, Wrist & Hip
- Calibration Verification Accessory
- Attachment Cart

Standard Patterns:

- Shoulder
- Elbow
- Wrist
- Hip
- Knee
- Ankle (Prone and Seated)

Patient Accommodation:

- Chair in reclined position (flat) must be at least 16" x 68"

Additional Equipment/software application

- Integrated EMG Module: Isokinetic Machine Application software must read data, store, manage and report Delsys EMG Data. (LSUS currently owns a Delsys EMG Wireless System)

Reports Generated:

- Test
 - Short torque vs. Position
 - Short torque vs. Time
 - Long torque vs. position
 - Long torque vs. Time
 - Narrative (form later with ability to import graphs and numeric values)
 - Curve Overlay report
 - Per Repetition Report
 - Isokinetic/EMG Report
- Progress
 - One page (bi-lateral data for initial and follow-up test)
 - Long Form (bi-lateral data for initial and follow-up test)
- Groups Summary (generate normative data based on user defined criteria and user collected tests)

Warranty:

- 1 year from invoice date. On Parts, Labor & Shipping
- One-year free software upgrades
- Backwards compatible upgrade (latest software is made to be compatible with existing machines)

Regulatory Approvals: The System must have the following regulatory approvals.

The system must carry the following approvals: UL 60601-1, CAN/CSA Th C22.2 No. 601-1-M90 and EN60601-1, CE conformity to M.D.D. 93/42/EEC.

Training:

Training should include: basic operations and functioning, safety precautions, and required routine maintenance. Installation and on-site training for four faculty/staff representatives.

Site Information:

The permanent facility of the laboratory is currently undergoing renovation. The equipment will be delivered to the LSUS Mail delivery station in south side of Technology Building at LSUS at the following address:

LSUS
Mailroom Technology Center 103
One University Place
Shreveport, LA 71115

For equipment to be housed in the permanent location inside, it must be limited in size prior to assembly to allow access through a single door portal (32 X 80 inches). Upon arrival, LSUS will be responsible for transportation of the equipment from temporary storage to permanent location.

In order for the University to be assured that current fiscal year funds are available for this purchase, delivery and invoicing must be made no later than June 30. Please consider this constraint when quoting number of days required to complete delivery. The University reserves the right to reject all bids that do not meet the June 30th delivery requirement.

INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase 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 Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. **Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

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

1. Commercial General Liability and Automobile Liability Coverages

a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation

against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.
2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. VERIFICATION OF COVERAGE

1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

2. The Certificate Holder Shall be listed as follows:

State of Louisiana
Agency Name, Its Officers, Agents, Employees and Volunteers
Address, City, State, Zip
Project or Contract #:

3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

1. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, 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 Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.
2. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

