

Invitation to Bid

<p>Lallie Kemp Medical Center</p>		<p>BIDS WILL BE PUBLICLY OPENED:</p> <p style="text-align: center;">June 29, 2020 09:00 AM</p>
<p>VENDOR NO. : SOLICITATION : 000529 OPENING DATE : 06/29/2020 PRINT YOUR COMPANY'S NAME & ADDRESS BELOW:</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Return Sealed Bid to: Purchasing Department 52579 Highway 51 South Independence LA 70443</p>	
		<p>BUYER : McIntyre Margaret S BUYER PHONE : 985/878-1472 DATE ISSUED : 05/14/2020 REQ. NO : 0020617 FISCAL YEAR : 2021</p>

From Req ID - 0020617

INSTRUCTIONS TO BIDDERS

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

BY SIGNING THIS BID, THE BIDDER CERTIFIES:

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

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

Invitation to Bid

STANDARD TERMS & CONDITIONS

Page 2 of 12

NUMBER : 000529
OPEN DATE : 06/29/2020 TIME: 09:00 AM

BIDDER:

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

THE BIDDER FURTHER CERTIFIES:

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

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

Invitation to Bid

STANDARD TERMS & CONDITIONS

Page 3 of 12

NUMBER : 000529
OPEN DATE : 06/29/2020 TIME: 09:00 AM

BIDDER:

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

Invitation to Bid

STANDARD TERMS & CONDITIONS	Page 4 of 12
----------------------------------------	--------------

NUMBER : 000529 OPEN DATE : 06/29/2020 TIME: 09:00 AM	BIDDER:
-----------------------------------------------------------------------------	----------------

REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, POLITICAL AFFILIATION, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

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

Invitation to Bid

STANDARD TERMS & CONDITIONS

Page 5 of 12

NUMBER : 000529
OPEN DATE : 06/29/2020 TIME: 09:00 AM

BIDDER:

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

OR

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

OR

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

32. CODE OF CONDUCT

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

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

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

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

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

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

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

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

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

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

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

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

HCSD COMPLIANCE OFFICE 225-922-0572

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

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

32.14. VIEW THE ENTIRE HCSD CODE OF CONDUCT AT [HTTP://WWW.LSUHOSPITALS.ORG/POLICIES/PUBLIC/DEFAULT.ASP](http://www.lsuhsuhospitals.org/policies/public/default.asp) FROM THE RIGHT SIDE OF THE PAGE CLICK ON 8500 COMPLIANCE AND THEN 8501-07 CODE OF CONDUCT.

Invitation to Bid

STANDARD TERMS & CONDITIONS

Page 6 of 12

NUMBER : 000529
OPEN DATE : 06/29/2020 TIME: 09:00 AM

BIDDER:

33. CORPORATE BUSINESS INTEREST

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

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

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

WHEN APPLICABLE, AND IF NECESSARY TO COMPLY WITH THE HIPAA PRIVACY RULE, THE SUCCESSFUL VENDOR WILL BE REQUIRED TO EXECUTE OUR BUSINESS ASSOCIATE ADDENDUM, WHICH MUST BE RETURNED WITHIN TEN (10) DAYS AFTER REQUEST, WHEN REQUESTED.

A SAMPLE OF OUR CURRENT BUSINESS ASSOCIATE ADDENDUM CAN BE FOUND ON THE HCSD WEB SITE AT: [HTTP://WEBDEV.LSUHSC.EDU/HCSD/HIPAA/](http://webdev.lsuhs.edu/hcsc/hipaa/).

Invitation to Bid

NUMBER : 000529 OPEN DATE : 06/29/2020 TIME: 09:00 AM	BIDDER:
-----------------------------------------------------------------------------	----------------

UNLESS SPECIFIED ELSEWHERE SHIP TO:

**52579 Highway 51 South
Independence LA 70443**

Line No.	Description	Qty	UOM	Unit Price	Extended Amount
1	<p>PREVENTATIVE MAINTENANCE ON SIEMENS MAGNETOM SYMPHONY 1.5 TESLA MOBILE MRI UNIT</p> <p>Specify brand, model bid(if applicable)</p> <hr/> <p>To provide service & preventive maintenance for the equipment described in this document for Lallie Kemp Medical Center, 52579 Hwy. 51 S. Independence, La 70443, from July 1, 2020 through June 30, 2021</p> <p>*****</p> <p>With the exception of consumables, this bid is inclusive of repair, service, parts and planned periodic maintenance or inspections (PPM or PMI), according to OEM recommendations. Continuity of equipment repair and maintenance shall be upheld with the date of this agreement and with minimal disruption to patient services.</p> <p>EQUIPMENT:</p> <ul style="list-style-type: none"> • MFG: SIEMENS • Device: Magnetom Symphony 1.5 Tesla mobile MRI unit • Model name/number: ASM-64 • Serial number: 1S9FA482261182900 • Biomedical Control Number: • PM Frequency: Quarterly (4 times per year), as determined by successful bidder and Lallie Kemp Medical Center) • Accessories - Coils <p>ON-SITE CONTACT(S):</p> <p>Biomed Dept - lak-biomed@lsuhsc.edu - 985-878-1234</p> <p style="text-align: center;">Or</p> <p>Radiology Manager - tthigp@lsuhsc.edu - 985-878-1297</p> <p>*****</p> <p>*</p> <p>HOURS OF SERVICE: - 8:00am to 9:00pm, Monday thru Friday, with no overtime</p>	12.00	MO		

Invitation to Bid

PRICE SHEET	Page 8 of 12				
NUMBER : 000529 OPEN DATE : 06/29/2020 TIME: 09:00 AM	BIDDER:				
UNLESS SPECIFIED ELSEWHERE SHIP TO: 52579 Highway 51 South Independence LA 70443					
Line No.	Description	Qty	UOM	Unit Price	Extended Amount
	<p>charged during hard downtime. Excludes the following holidays: New Years Day, Good Friday, Memorial Day, July 4, Labor Day, Thanksgiving Day, and Christmas Day</p> <p>PREVENTIVE MAINTENANCE - Inspections performed on a quarterly basis (4 times per year) per manufacturer recommendations, and scheduled through the Biomed department. Additional PPMs or PMIs may be required, if the service records indicate, to achieve optimal equipment performance. Flexible schedules are necessary to minimize conflicts with patient schedules in the user department, including provisions of these maintenance calls before or after the traditional hours or in non-peak hours of the department's services.</p> <p>The successful bidder shall be required to submit full documentation (via electronic submission) to the contacts listed above, of each inspection, quality assurance tests, operational verification procedures, service reports or any regulatory requirements per manufacturer, hospital, or departmental guidelines within 48 hours of the completion of the maintenance or repair event., including details of any and all corrective maintenance performed. The Biomedical control number must be indicated on all submitted documentation.</p> <p>PARTS - Coverage of all parts, and service required to maintain the system according to manufacturer's specifications to include: Entire coach (lift, rollup door, HVAC system, chiller, generator, Cryogen system repair or replacement, compressor, vent/quench pipe system, UPS system), any and all computer components, RF coil repair or replacement, magnet quench</p>				

Invitation to Bid

PRICE SHEET	Page 9 of 12
NUMBER : 000529 OPEN DATE : 06/29/2020 TIME: 09:00 AM	BIDDER:
UNLESS SPECIFIED ELSEWHERE SHIP TO: 52579 Highway 51 South Independence LA 70443	

Line No.	Description	Qty	UOM	Unit Price	Extended Amount
	<p>recovery.</p> <p>Lallie Kemp Medical Center reserves the right to specify new OEM replacement parts, as available. Any applicable warranty periods, prorated guarantees, or exchange rates shall be upheld by the service provider for all replacement parts, including applicable terms after the expiration date of the contract. Delivery of parts should be next day.</p> <p>SUPPORT</p> <ul style="list-style-type: none"> • Remote diagnostics and monitoring of magnet through available VPN connection • Software updates as available, and needed • One (1) week on-site applications training, protocol build • IP address changes and additions <p>***** *****</p> <p>*RESPONSE TIME - No > than 30 minute phone response, and one (1) hour on-site response</p> <p>UPTIME GUARANTY: > 95% on a 24hr 7day basis, with credits of 2% to 20% issued to customer if uptime falls below expected percentage.</p> <p>Provisions of priority service shall be guaranteed to Lallie Kemp Medical Center that will support catastrophic failures or service events that exceed 48 hours. Downtime shall not exceed five (5) working days unless substantial proof is submitted by the service provider, outlining unavoidable supply or parts availability circumstances that prohibits timely repair. The service provider shall complete repairs, and document operation verification procedures when repairs extend beyond 48 hours and/or recurrent or transient problems persist after repeated repair attempts. The service provider shall submit a well-defined technical or</p>				

Invitation to Bid

PRICE SHEET	Page 10 of 12
NUMBER : 000529 OPEN DATE : 06/29/2020 TIME: 09:00 AM	BIDDER:
UNLESS SPECIFIED ELSEWHERE SHIP TO: 52579 Highway 51 South Independence LA 70443	

Line No.	Description	Qty	UOM	Unit Price	Extended Amount
	<p>service event escalation procedure for repairs that exceed 48 hours, or when a recurrent or transient problem persists and repeated attempts have been unable to correct the problem(s).</p> <p>ENGINEER and HOUSING - All labor and required training necessary to maintain the unit to the manufacturer's specifications are to be provided by the service provider, who shall be solely responsible for provisions of repair, maintenance, diagnostic equipment/tools, and sufficient resources to fulfill the terms of this agreement.</p> <p>***** *****</p> <p>EQUIPMENT HARDWARE / SAFETY and SOFTWARE ENHANCEMENTS: Hardware or software upgrades that increase the capabilities of the equipment to produce additional tests or functions must first be authorized by Lallie Kemp Medical Center Administration, and will require a purchase order.</p> <p>SERVICE QUALIFICATIONS: The contractor shall provide qualified, experienced, and OEM trained or approved personnel to provide equipment repair, maintenance, and inspections. Contract service personnel shall be consistent and readily available to fulfill this agreement. The contractor must submit the following information with the bid:</p> <ul style="list-style-type: none"> • Certification or proof of training of assigned personnel, specifying scope of and source of training • Type of equipment assigned personnel can efficiently and effectively service and repair. • Submission of qualifications of personnel providing direct repair and maintenance, if it changes during the contract period. 				

Invitation to Bid

PRICE SHEET		Page 11 of 12			
NUMBER : 000529 OPEN DATE : 06/29/2020 TIME: 09:00 AM		BIDDER:			
UNLESS SPECIFIED ELSEWHERE SHIP TO: 52579 Highway 51 South Independence LA 70443					
Line No.	Description	Qty	UOM	Unit Price	Extended Amount
	<p>• Meet current ISO Industry Standard</p> <p>The contractor shall provide an OEM or qualified third party service provider when these stipulations are not available through the contractor's organization. Proof of certification is required to be submitted prior to work being performed.</p> <p>The contractor shall be accountable for agreements or subsequent financial obligations entered into by the contractor with other service providers in order to fulfill the terms of this agreement.</p> <p>Lallie Kemp Medical Center reserves the right to verify all training certificates submitted.</p> <p>COMPLIANCE REQUIREMENTS: The contractor shall be required to maintain and document compliance with Lallie Kemp Medical Center guidelines (including Infection Control) of compliance with all applicable safety regulations and accreditation pertaining to this bid. The program will meet or exceed all Federal, State, Local, CAH, CMS and Joint Commission requirements. Any requirements not met with regard to the services provided under this agreement by the contractor shall cause the contractor to be liable for the cost of bringing those deficiencies into compliance. The successful vendor will also be required to sign a Business Associate Agreement (BAA) with Lallie Kemp Medical Center as soon as the contract is awarded.</p> <p>Service must be satisfactory; otherwise contract will be cancelled upon written notice from Lallie Kemp Medical Center thirty (30) days before discontinuance of service.</p>				

Invitation to Bid

PRICE SHEET		Page 12 of 12			
NUMBER : 000529		BIDDER:			
OPEN DATE : 06/29/2020		TIME: 09:00 AM			
<p>UNLESS SPECIFIED ELSEWHERE SHIP TO:</p> <p>52579 Highway 51 South Independence LA 70443</p>					
Line No.	Description	Qty	UOM	Unit Price	Extended Amount
	<p>The agreement is in effect for a period of twelve (12) months beginning July 1, 2020 through June 30, 2021. At the option of this agency and acceptance by the vendor, this agreement may be extended for two (2) additional twelve (12) month periods at the same price, terms and conditions, agreement not to exceed thirty-six months.</p> <p>All vendors shall include a response to each item in this proposal.</p> <p>The State of Louisiana reserves the right to cancel this agreement with thirty (30) days written notice.</p> <p>This purchase order is approved subject to appropriations of funds by the legislature.</p> <p>The following conditions, unless otherwise stated in the bid document, will apply to all orders:</p> <p>Payment to vendors - payment for goods and/or services purchased by the state will only be made in accordance with the following conditions:</p> <ol style="list-style-type: none"> 1. Invoices must reference the state's purchase order number and reflect the quantity billed by purchase order line number. 2. Bills of loading, packing slips, and/or other related shipping papers must reference the state's purchase order number and reflect the quantity shipped by purchase order line number. 				