Addendum

LSUHSC New Orleans BIDS WILL BE PUBLICLY OPENED: August 06,2024 02:00 PM VENDOR NO. **Sciences** SOLICITATION : 002844 Return Sealed Bid to: Center OPENING DATE : 08/06/2024 Purchasing Department 433 Bolivar St Room 623 New Orleans LA 70112 BUYER : Holmes, Deborah BUYER PHONE : 504/568-2598 DATE ISSUED : 07/25/2024 REQ. NO : 0067134 FISCAL YEAR : 2025 From Req ID - 0067134 Addendum 01 Your reference is directed to Solicitation 50005-002844 for Surgical Instruments, which is scheduled to open at 2:00 p.m. on August 6, 2024. The following changes are to be made to the referenced solicitation: To add item number to line 8 description for bid 50005-002844. The item number for line 8 should read N-9172B THIS ADDENDUM IS HEREBY OFFICIALLY MADE A PART OF THE REFERENCED SOLICITATION. PLEASE REFERENCE SOLICITATION #50005-002844 WITH ANY QUESTIONS. FOR: VENDOR PHONE NUMBER: TITLE DATE EMAIL ADDRESS: SIGNATURE OF AUTHORIZED BIDDER NAME OF BIDDER (MUST BE SIGNED) (TYPED OR PRINTED)

LSUHSC New Orleans	BIDS WILL BE PUBLICLY OPENED:	BIDS WILL BE PUBLICLY OPENED:				
VENDOD NO	August 06,2024 02:00 P	August 06,2024 02:00 PM				
VENDOR NO. : SOLICITATION : 002844	Colonaco					
OPENING DATE : 08/06/2024	Center					
OPENING DATE : 00/00/2024	Purchasing Department					
	433 Bolivar St					
	Room 623					
	New Orleans LA 70112					
•	BUYER : Holmes, Deborah					
	BUYER PHONE : 504/568-2598					
	DATE ISSUED : 07/25/2024					
	REQ. NO : 0067134					
mom Dog TD 0057124	FISCAL YEAR : 2025	-				
rom Req ID - 0067134						
	To be Completed by Vendor:					
BUSINESS NAME						
ADDRESS						
TAX ID NUMBER						
ESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT	MADE WITHIN THIRTY 30 DAYS. CASH DISCOUNTS FOR LESS THE BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUAN IND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWAR	TITY TERM				
INSTRUCTION TO BIDDERS . READ THE ENTIRE BID(INCLUDING ALL TERMS ADDIVERSE SUPPLIER						
·	STATE'S FLAGSHIP UNIVERSITY, HAS AN INTEREST IN					
	ES TO DIVERSITY-OWNED BUSINESSES. THE UNIVERSITY					
	AND DEVELOPMENT OF MINORITY, WOMEN, AND SMALL AND					
	("DIVERSE BUSINESSES") BY PROVIDING OPPORTUNITIES					
TO PARTICIPATE IN UNIVERSITY CONTRACT						
	PPLIER SHALL USE GOOD FAITH AND BEST EFFORTS TO					
	NESSES THAT ARE EITHER CERTIFIED BY THE STATE OR					
	E CATEGORY, AS A SUBCONTRACTOR OR SUPPLIER UNDER					
THIS AGREEMENT.	LSU WITH A LIST OF DIVERSITY-OWNED BUSINESSES					
DURING EACH CONTRACT YEAR, THE LIST (
(1) THE NAME OF THE BUSINESS;	* NOSTWEDOED DIVOORD TREWITET!					
(2) ITS PRINCIPAL OFFICE OR ADDRESS;						
(3) THE OWNER(S); AND						
	PROVIDE OR SUPPLY AND THE VALUE OF THE GOODS OR					
	SSES INCLUDED ON SUPPLIER'S LIST.					
	TE LAW, RULE, OR REGULATION WOULD REQUIRE THAT					
THIS SECTION BE MODIFIED OR VOIDED, THE PARTIES AGREE THAT SUCH PROVISION CAN BE AMENDED						
	AFFECTING ANY OF THE OTHER TERMS OF THE AGREEMENT.					
. ALL BID PRICES MUST BE TYPED OR WRITTEN	N INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTE	RATION TO				
UNIT PRICES SHOULD BE INITIALIZED BY THE	BIDDER,					
. THIS BID IS TO BE MANUALLY SIGNED IN INK	BY A PERSON AUTHORIZED TO BIND THE VENDOR (See No.9).					
NDOR PHONE NUMBER:	TITLE DATE					
AIL ADDRESS:						
NATURE OF AUTHORIZED BIDDER	NAME OF BIDDER					
UST RE SIGNED)	(TYPED OR BRINTED)					

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- 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.

 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:

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.

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

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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. INOUIRIES:

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 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

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WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

15. AWARDS:

AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUNSC 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

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

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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.

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.

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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.
- 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

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.

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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

- 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 ADDEDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT, SUCH ADDEDUM 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.

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35. PUBLICIZING AWARDS: IN ACCORDANCE WITH L.A.C 34:1.535, 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							
HAVE THE RIGHT TO INSPECT AND AUDIT ALL THE SUBCONTRACTOR OF THE CONTRACTING ENTITY TO AGREEMENT. THE RIGHTS OF INSPECTION AND AN CONTINUE FOR A PERIOD OF FIVE (5) YEARS AFFEDERAL LAW. THE CONTRACTING ENTITY AND A	E AUDITOR, FEDERAL AUDITORS, AND INTERNAL AUDITORS OF THE STATE SHALL MEKEEPING AND EXPENSE RECORDS OF THE CONTRACTING ENTITY OR ANY SUBSTANTIATE AMOUNTS INVOICED BY SUPPLIER WITH RESPECT TO THIS UDIT SHALL COMMENCE AS OF THE DATE OF THIS AGREEMENT AND SHALL TER PROJECT ACCEPTANCE OR AS REQUIRED BY APPLICABLE STATE AND NY SUBCONTRACTOR OF THE CONTRACTING ENTITY SHALL MAINTAIN ALL THIS AGREEMENT FOR THE ENUMERATED FIVE (5) YEAR PERIOD.						
38. CONFIDENTIALITY: CONTRACTOR SHALL PROTECT FROM UNAUTHORIZED USE AND DISCLOSURE ALL INFORMATION RELATING TO THE STATE'S OPERATIONS AND DATA (E.G. FINANCIAL, STATISTICAL, PERSONAL, TECHNICAL, ETC.) THAT BECOMES AVAILABLE TO THE CONTRACTOR IN CARRYING OUT THIS CONTRACT. CONTRACTOR SHALL USE PROTECTING MEASURES THAT ARE THE SAME OR MORE EFFECTIVE THAN THOSE USED BY THE STATE. CONTRACTOR IS NOT REQUIRED TO PROTECT INFORMATION OR DATA THAT IS PUBLICLY AVAILABLE OUTSIDE THE SCOPE OF THIS CONTRACT; ALREADY RIGHTFULLY IN THE CONTRACTOR'S POSSESSION; INDEPENDENTLY DEVELOPED BY THE CONTRACTOR OUTSIDE THE SCOPE OF THIS CONTRACT; OR RIGHTFULLY OBTAINED FROM THIRD PARTIES.							
SECURITY POLICY, IF THE CONTRACTOR, ANY OF STATE GOVERNMENT INFORMATION TECHNOLOGY ASSUCH ACCESS MUST COMPLETE CYBERSECURITY TRACOMPLIANCE ANNUALLY AND UPON REQUEST. THE	ITH LA. R.S. 42:1267(B)(3) AND THE STATE OF LOUISIANA'S INFORMATION ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS WILL HAVE ACCESS TO SETS, THE CONTRACTOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS WITH AINING ANNUALLY, AND THE CONTRACTOR MUST PRESENT EVIDENCE OF SUCH CONTRACTOR MAY USE THE CYBERSECURITY TRAINING COURSE OFFERED BY THE E WITHOUT ADDITIONAL COST OR MAY USE ANY ALTERNATE COURSE APPROVED VICES.						

STANDARD T	ERMS & CONDITIO	ONS			Page 10 of 15	
NUMBER OPEN DATE	: 002844 : 08/06/2024	TIME:	02:00 PM	BIDDER:		

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

SPECIAL TER	MS & CONDITION	NS			Page 11 of 15
NUMBER OPEN DATE	: 002844 : 08/06/2024	TIME:	02:00 PM	BIDDER:	

AWARD TO BE MADE ON AN ALL-OR-NONE BASIS.

METHOD OF AWARD: IT IS THE INTENT OF THE LSU HEALTH SCIENCES CENTER TO AWARD THIS CONTRACT ON AN ALL-OR-NONE OR GROUPED BASIS AS DEEMED IN THE BEST INTEREST OF THE STATE. OTHERWISE, ITEMS WILL BE AWARDED SEPARATELY. LSUHSC-HSC FURTHER RESERVES THE RIGHT TO REJECT INDIVIDUAL ITEMS FROM ANY ALL-OR-NONE OR GROUPED AWARD, TO REJECT ANY OR ALL BIDS, AND TO WAIVE INFORMALITIES.

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 WEB SITE AT:

http://www.lsuhsc.edu/administration/cm/cm-53/AttachmentA-ChecklistHIPAABAContracts.pdf

THE QUANTITIES LISTED ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY LSUHSC TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.

AT THE OPTION OF LSUNSC AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR AN ADDITIONAL PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. THIS CONTRACT WILL NOT EXCHED SIXTY (60) MONTHS.

IF BIDDING OTHER THAN SPECIFIED, SUFFICIENT INFORMATION SHOULD BE ENCLOSED WITH THE BID IN ORDER TO DETERMINE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS. ADDITIONALLY, SAMPLES OF THE PRODUCTS MAY BE REQUIRED TO DETERMINE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS

FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM CONSIDERATION.

THE VENDOR UNDERSTANDS AND AGREES THAT THE SPECIFIED USAGE IS A NON-BINDING ESTIMATE AND THAT LSUHSC RESERVES THE RIGHT TO PROCURE IN WHOLE OR IN PART THE SPECIFIED PRODUCTS FROM A GROUP PURCHASING ORGANIZATION UPON LSUHSC DETERMINATION THAT SUCH ALTERNATIVE PROCUREMENT IS IN LSUHSC'S BEST INTEREST.

SPECIAL TER	MS & CONDITION	\$			Page 12 of 15
NUMBER OPEN DATE	: 002844 : 08/06/2024	TIME:	02:00 PM	BIDDER;	

LSUHSC RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.

THE BIDDER MUST PROPERLY COMPLETE AND SIGN BID, INCLUDING ALL REQUIRED ATTESTATIONS AND ADDENDUMS. 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 CONTRACT ON BEHALF OF YOUR ORGANIZATION (SEE ITEM 31 OF THE INSTRUCTIONS TO BIDDERS ON THE INVITATION TO BID FOR SPECIFIC REQUIREMENTS FOR SIGNATURE AUTHORITY.) INFORMATION ON LICENSING AND FILING MAY BE OBTAINED AT:

PRICE SHEET					Page 13 of 15
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OPEN DATE	: 08/06/2024	TIME:	02:00 PM		

UNLESS SPECIFIED ELSEWHERE SHIP TO:

533 Bollvar Street

5thFlr.

New Orleans LA 70112

	New Orleans LA 70112				
ine	Description	Qty	пом	Unit Price	Extended Amount
1	Surgical instruments for lab Dissection Antrum punch Backward Cutting Bite 2.5mm working length 100mm German Steel Specify brand, model bid(if applicable)	16.00	EA		
2	Catalog Number: Ex-3108 Manufacturer: Jullsurg Instruments Blakesley Nasal Forceps Straight 3.5mm - German Steel Specify brand, model bid(if applicable)	16.00	EA		
	Catalog Number: EX-3065 Manufacturer: Jullsurg Instruments Blakesley Nasal Forceps Up 4503.5mm- German Steel Specify brand, model bid(if applicable)	16.00	EA		
	Catalog Number: EX-3068 Manufacturer: Jullsurg Instruments Blakesley Nasal Forceps Up 900- German Steel Specify brand, model bid(if applicable)	16.00	EA		
	Catalog Number: EX-3069 Manufacturer: Jullsurg Instruments Through Cutting Punch With serrated upper Jaw, oval bite 2.5mm Straight - German Steel	16.00	EA		
	Specify brand, model bid(if applicable)				

<u></u>	<u> [[</u>	<u>ivitation to Bid</u>						
PRICE SHEET					Pa	ge 14 of 15		
NUMBER	NUMBER : 002844 BIDDER:					,		
OPEN DA	TE : 08/06/2024 TIME: 02:00 PM							
UNLESS SPECIFIED ELSEWHERE SHIP TO: 533 Bolivar Street 5thFir. New Orleans LA 70112								
Line No.	Description		Qty	UOM	Unit Price	Extended Amount		
NO.	Catalog Number: EX-3075 Manufacturer: Jullsurg Instruments				1			
. 6 .:	Through Cutting Punch With serrated upper Jaw, oval bite 2.5mm Upward German Steel Specify brand, model bid(if applicable)			EA				
7	Catalog Number: EX-3076 Jullsurg Instruments Cottle dissector German		16.00	. גים				
,	Specify brand, model bid(if applical		10.00	DA 1				
	Catalog Number: P-12325 Jullsurg Instruments	Manufacturer:						
8	Ring curette- German Stesize and shape) Specify brand, model bid(if applical		16.00	EA				
	Catalog Number: N-9172B M Jullsurg Instruments							
9	Nasal Scissors, Serrated Working Length 14cm Stra Steel Specify brand, model bid(if applicated)	aight - German	16.00	EA				
	Catalog Number: EX-3060 Jullsurg Instruments	Manufacturer:						
10	V. Eicken Antrum Cannula Curved 4mm- German Steel specify brand, model bid(if application)		16.00	EA				
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Invitation to Bid							
PRICE SHEET					Pa	ge 15 of 15	
NUMBER		BIDDER:					
	ATE : 08/06/2024 TIME: 02:00 PM						_
UN	LESS SPECIFIED ELSEWHERE SHIP TO:	Bolivar Street					
	533 6thl						
		/ Orleans LA 70112					
,			1				
Line	Description		Qty	UOM	Unit Price	Extended Amount	
No.	Cabalan Markan 2002 Namafata						
	Catalog Number: 3023 Manufactu Jullsurg Instruments	rer;					
11	Eicken Antrum Cannula L	ong Curved -	16.00	EA			
t	4mm- German Steel						
	Specify brand, model bid(if application)	able)					
	Catalog Number: 3101 Ma	nufacturer:					
	Jullsurg Instruments						
12	Antrum Curette Oval Dou	hle Curved	16.00	EΑ			
14	19cm 30° Angled (2.5x4m		1 20.09	TILL			_
	Steel						
	Specify brand, model bid(if application)	able)					
	A STATE OF THE PARTIES AND THE						
•	Catalog Number: 3217 Ma	nufacturer:					
	Jullsurg Instruments						
	at a glatic mater poten						
13	Sinus Sickle Knife Poin German Steel	red lib-	16.00	БA			
	Specify brand, model bid(if application)	able)					
	MALES AND STATE OF THE STATE OF						
	Catalog Number: 3030 Ma	nufacturar.					
	Jullsurg Instruments	naraccarer.					
	_						
14	Antrum Curette Oval Dou		16.00	EA			
	19cm 55° Angled (2.5x6. Steel	umm) - German					
	Specify brand, model bid(if applic	ahle)					
	age of the second secon						
•	Catallan Manham 2100 N	·					
	Catalog Number: 3102 M Jullsurg Instruments **						
	Andrelle R. Causey, MSHC		1				
	Business Manager (504) 5						
	aronde@lsuhsc.edu						
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