Invitation to Bid

Medical Cr of LA at NO-Charity

BIDS WILL BE PUBLICLY OPENED:

February 12,2010 02:00 PM

VENDOR NO. : 0000000473
SOLICITATION : 009356
OPENING DATE : 02/12/2010

BUYER : Noble, Roxanne M
BUYER PHONE : 504/903-5136
DATE ISSUED : 11/09/2009
REQ. NO : 0059065
FISCAL YEAR : 2010

Req - 0059065/FILE 33-10455-0

INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. FILL IN ALL BLANK SPACES.
3. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. SPECIFY YOUR PAYMENT TERMS: _____ . CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS

BY SIGNING THIS BID, THE BIDDER CERTIFIES:

* THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA).
* THAT IF THIS BUSINESS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEAR ON EITHER LISTING, MY BID WILL BE REJECTED.
* THAT IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, MY COMPANY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.

THE BIDDER FURTHER CERTIFIES:

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

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

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STANDARD TERMS & CONDITIONS	
NUMBER : 009356 **OPEN DATE** : 02/12/2010 **TIME:** 02:00 PM	**BIDDER:**

6. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE
7. TO ASSURE CONSIDERATION, ALL BIDS SHOULD BE SUBMITTED IN THE SPECIAL ENVELOPE, OR USE BID LABEL IF FURNISHED FOR THAT PURPOSE. IN THE EVENT YOUR BID CONTAINS BULKY SUBJECT MATERIAL, THE SPECIAL BID ENVELOPE SHOULD BE FIRMLY AFFIXED TO THE MAILING ENVELOPE.
8. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS;SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
9. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31).
10. INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.
11. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.
12. STANDARDS OR QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.
13. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY 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 SUCCESSFU BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.
14. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.
15. AWARDS. AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUP, OR IN TOTAL, AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.
16. PRICES. UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH,

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BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

17. DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

18. TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

19. NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

20. CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

21. DEFAULT OF CONTRACT. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE AN 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 SPEICAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

23. APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

24. EQUAL OPPORTUNITY. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES THAT HE/SHE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR.

25. SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

26. IDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO IDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR,

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ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO TH 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 BUSNIESS WORK FORCE? YES _____ NO _____
IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS? YES_____ NO_____
FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.
PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

31. SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:
   31.1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR
   31.2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR
   31.3. AN INDIVIDUAL LISTED ON THE STATE OF LOUISIANA BIDDER'S APPLICATION AS AUTHORIZED TO EXECUTE BIDS. BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH THE ABOVE.

32. 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 FROM THE RIGHT SIDE OF THE PAGE CLICK ON 8500 COMPLIANCE AND THEN 8501-07 CODE OF CONDUCT.

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 LSUHCSD. 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

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BIDDER:

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 LSUHCSD PERSONNEL IN CONNECTION WITH THIS BID. FURTHER, VENDORS AND/OR BIDDERS SHALL NOT USE ANY EXISTING CONFLICTED PERSONAL RELATIONSHIPS WITH LSUHCSD 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 LSUHCSD.

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SPECIAL TERMS & CONDITIONS	
NUMBER : 009356 **OPEN DATE : 02/12/2010 TIME: 02:00 PM**	**BIDDER:**

AGENCY FILE 33-10455-0
INSURANCE REQUIREMENTS: (Revised September 20, 2004)

CONTRACTOR'S LIABILITY INSURANCE

PROOF OF INSURANCE SHOULD BE SUPPLIED WITH THE BID AND WILL BE REQUIRED BEFORE WORK CAN COMMENCE.

INSURANCE COVERAGE SPECIFIED BELOW SHALL BE FURNISHED WITH THE FOLLOWING MINIMUM LIMITS:

WORKERS' COMPENSATION INSURANCE: THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE AND MAINTAIN DURING THE LIFE OF THE CONTRACT WORKERS' COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYED AT THE SITE OF THE PROJECT. IN CASE ANY CLASS OF EMPLOYEES ENGAGED IN HAZARDOUS WORK UNDER THE WORKERS' COMPENSATION STATUTE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYER'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: COMPREHENSIVE PUBLIC GENERAL LIABLITY INSURANCE, INCLUDING BUT NOT LIMITED TO BODILY INJURY, PROPERTY DAMAGE, CONTRACTUAL LIABILITY, PRODUCTS LIABILITY, COMPLETED OPERATIONS AND OWNER'S PROTECTIVE LIABILITY WITH COMBINED SINGLE LIMITS OF $500,000 PER OCCURRENCE WITH A MINIMUM AGGREGATE OF $1,000,000.

LICENSED AND NON-LICENSED MOTOR VEHICLES: THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THE CONTRACT, AUTOMOBILE PUBLIC LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN COMBINED SINGLE LIMITS OF $500,000 PER OCCURRENCE FOR BODILY INJURY/PROPERTY DAMAGE. IF ANY NON-LICENSED MOTOR VEHICLES ARE ENGAGED IN OPERATIONS WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO PERFORM THEREUNDER, SUCH INSURANCE SHALL COVER THE USE OF ALL SUCH MOTOR VEHICLES ENGAGED IN OPERATING WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO BE PERFORMED THEREUNDER, UNLESS SUCH COVERAGE IS INCLUDED IN THE INSURANCE SPECIFIED.
EACH INSURANCE POLICY REQUIRED BY THIS CLAUSE SHALL BE ENDORSED TO STATE THAT COVERAGE SHALL NOT BE SUSPENDED, VOIDED, CANCELED BY EITHER PARTY, OR REDUCED IN COVERAGE OR IN LIMITS, EXCEPT AFTER THIRTY (30) DAYS' PRIOR WRITTEN NOTICE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, HAS BEEN GIVEN TO THE AGENCY.
*
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/.
SERVICE MUST BE SATISFACTORY; OTHERWISE, CONTRACT WILL BE CANCELLED UPON WRITTEN NOTICE FROM THE STATE OF LOUISIANA THIRTY (30) DAYS BEFORE DISCONTINUANCE OF SERVICE.
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.

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PRICE SHEET

NUMBER : 009356
OPEN DATE : 02/12/2010 **TIME:** 02:00 PM

BIDDER:

UNLESS SPECIFIED ELSEWHERE SHIP TO:

2026 Gravier Street
New Orleans LA 70112

Line No.	Description			Unit Price	Extended Amount
1	ALOKA FOR THE USE OF THE PROSOUND ALPHA 5SX INTRA - OPERATIVE ULTRASOUND SYSTEM. Specify brand, model bid(if applicable) _____ ULTRASOUND SYSTEM MAY BE USED IN UROLOGY, NEPHRECHOMY/NEUROSURGERY, ABLATION IN LIVER, ETC. SERVICE TO INCLUDE USE OF ULTRASOUND SYSTEM, LAPAROSCOPIC PROBE AND/OR APPROPRIATE INTEROPERATIVE PROBES, AS NEEDED AND TECHNICIAN. SERVICES WILL BE ORDERED ON AS NEEDED BASIS. TIME REQUIRED PER CASE DEPENDS ON EACH INDIVIDUAL CASE. THE SERVICES SHALL BE PROVIDED AT UH CAMPUS IN THE SURGERY DEPARTMENT ON THE 2ND FLOOR.	15.00	EA	_____	_____