



**PURCHASING DEPARTMENT  
FINANCIAL SERVICES**

**INVITATION FOR BID NO. 12-0499**

**NURSING IV PUMP EQUIPMENT**

**RELEASE DATE:** Monday, December 12, 2011  
**LAST DAY FOR QUESTIONS:** Wednesday, December 28, 2011, 5:00 p.m. PST  
**LAST DAY FOR ADDENDA :** Friday, January 6, 2012, 5:00 p.m. PST  
**OPENING DATE, TIME and LOCATION:** Friday, January 13, 2012, 2:00 p.m. PST

**Local Time**  
College of Southern Nevada  
3200 E Cheyenne  
**Financial Services Building**  
North Las Vegas, NV 89030

Sealed bids, subject to the terms, conditions and specifications herein stipulated and/or attached hereto, will be publicly opened as stated above. **All bids must be received on or before this date and time to be considered.** Bids may be mailed to:

College of Southern Nevada  
Purchasing Department, Sort Code J1C  
3200 E Cheyenne Avenue  
North Las Vegas, Nevada 89030

Or hand delivered to the CSN Purchasing Department located in the Financial Services Building, on the CSN Cheyenne campus. Please go to <http://www.csn.edu/pages/2131.asp> to view a map of the CSN Cheyenne campus.

If you should have any questions regarding this Invitation for Bid, fax or e-mail your questions directly to:  
Mark Cahill, Interim Director of Purchasing

[Mark.cahill@csn.edu](mailto:Mark.cahill@csn.edu)  
Phone: 702-651-4350  
Fax: (702) 651-4348

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**SECTION A**  
**SUBMISSION INSTRUCTIONS**

CSN invites you to submit a bid on the material and/or services specified within this Invitation for Bid. Please read carefully all instructions, general terms and conditions, purchase order terms and conditions, scope of work and/or specifications, pricing response form, bid response form, sample insurance if applicable, and sample contract if applicable. Failure to comply with the instructions, terms and conditions, scope of work and/or specifications, of the Invitation for Bid may result in your bid being declared non-responsive.

1. **BID PREPARATION AND SUBMISSION**

- a) Bidders are expected to examine the entire Invitation to Bid including any attachments. Failure to do so will be at the bidder's risk.
- b) If it becomes necessary to revise any part of this Invitation to Bid, a written addendum will be posted on <http://www.csn.edu/pages/2144.asp> and available for all bidders to download. CSN is not bound by any oral representations, clarifications, or changes made in the written specifications by CSN employees, unless such clarification or change is provided to bidders in written addendum form from the Purchasing Department.
- c) Prices shall be submitted as requested in this document. When units are identified, the price for each unit bid shall be shown. All prices shall include packing unless otherwise specified. A total shall be entered in the Amount column for each item bid. In case of error in extension of price, the unit price will prevail.
- d) **Bids are to be submitted on the pricing response form provided or true copies thereof** and must be manually signed by pen. If any erasures or changes appear on the form, each such correction must be initialed by the person signing the bid. Bidders shall include with their bid forms the necessary documents or attachments as required in this document. **All figures must be written in ink or typewritten.** If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
- e) Each bid, acknowledging all addenda issued must be sealed and submitted in an envelope with the pricing and bid response form and **MUST** indicate the name of the bidder, bid number, title as listed on the first page of the Invitation to Bid, and date and time of opening on the outside of the envelope. **Telegraph, facsimile, email or telephone bids will not be considered.**
- f) No responsibility will attach to CSN or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open, a bid not properly addressed and identified.
- g) Alterations, modifications or variations may not be considered unless authorized by this document or by an addendum.
- h) When not otherwise specified, bidder must definitely state time of proposed delivery. Days must be calculated in consecutive calendar days.
- i) All equipment or supplies shall be the exact manufacturer's model specified herein.
- j) Any irregularities or lack of clarity in the invitation should be brought to the attention of the Purchasing Department, as soon as possible so an addendum may be furnished to all bidders.
- k) Altering the invitation bid form may render the bid null and void.

2. **BRAND NAME (OR EQUAL) TO ESTABLISH STANDARD**

- a) Unless stated otherwise within this bid, wherever in the Invitation any item required to be furnished is mentioned by a brand name or a manufacturer's name is given, and it is intended to establish a standard of quality or type of material desired.
- b) SUBSTITUTE MANUFACTURER OR BRAND NAME IS **NOT** ACCEPTABLE IN THIS BID; ALL EQUIPMENT IS TO BE PROVIDED AS SPECIFIED HEREIN.

3. **DISCLOSURE RESTRICTIONS**

- a) The contents of your bid or other information submitted to CSN are subject to public release, upon request, after the Contract award.
- b) The Bidder shall mark as "proprietary" those parts of its bid that it deems confidential and proprietary. However, the Bidder is alerted that this marking is advisory only and not binding on CSN. If there is a request from the public to inspect any part of the bid so marked, CSN will advise the Bidder and request further justification in support of the "proprietary" marking. **Prices are not considered proprietary and should not be marked as so.** If CSN determines, after receipt of the justification, that the material is releasable, the Bidder will be notified.

4. **LATE BIDS**

Formal, advertised bids indicate a time by which the bids must be received in the Purchasing Department. Bids received after that time will be rejected or returned unopened upon request by, and at the expense of the bidder. Bidder is responsible for ensuring third party deliveries arrive at the time and place as indicated in this document.

5. **PUBLIC OPENING OF BIDS**

Bids will be opened and read publicly at the time and place indicated in the Invitation to Bid. Prospective bidders, their authorized agents and other interested parties are invited to be present. The total sum read shall be subject to the provisions of determination of the lowest bid as outlined under the "Award of Contract" paragraph. Information read is subject to verification.

6. **WITHDRAWAL OF BID**

Any prospective bidder may request withdrawal of a posted, sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Purchasing Department in writing, or presents themselves in person with proper identification to the Purchasing Department and verbally requests the bid be withdrawn and signs for its receipt.

**SECTION B**  
**GENERAL TERMS AND CONDITIONS**

1. **ACCEPTANCE PERIOD**

The Bidder agrees to a minimum of a **60** calendar day acceptance period from the date of public opening.

2. **APPROPRIATIONS**

The terms of this Invitation to Bid are contingent upon sufficient appropriations and authorizations being made by CSN for the performance of this Bid. If sufficient appropriations and authorizations are not made by CSN, this Bid shall terminate, without penalty, upon written notice being given by CSN to the awarded Contractor. CSN's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

3. **AWARD OF CONTRACT**

- a) Award shall be made to the lowest responsive and responsible bidder after giving due consideration to price, life cycle cost, quality, availability, conformance to specifications, financial capability and service, all in the best interests of the requesting department and CSN.
- b) CSN reserves the right to award by item, groups of items, or all items, or to reject any and all bids in whole or in part, and to waive minor irregularities and omissions, whereby the best interests of CSN would be served.
- c) A signed purchase order mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid, results in a binding contract without further action by either party.
- d) If after the award of an item or items has been made to a bidder and a purchase order is issued to that bidder for the item or items awarded; the bidder fails to furnish the items as listed on the purchase order, that bidder may be removed from our bidder list for a period of one year.

4. **COMPLIANCE**

Bidders are required to comply with all OSHA, EPA, ADA and other relevant state and federal standards, codes and regulations that may apply.

5. **CONFIDENTIAL TREATMENT OF INFORMATION**

Bidders shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this bid.

6. **CONFLICT OF INTEREST**

Persons or firms submitting an offer on this Invitation are certifying that they have had no contact with an employee or member of the NSHE in any manner which would give that company or person submitting such an offer, any advantage over any other company or person submitting an offer. Employees and members of the NSHE shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. A violation of any of the above shall be just cause for rejection of that particular offer without further consideration.

7. **DEFAULT OF CONTRACT**

In case of default of the contractor, CSN may procure the articles or services from another source(s) and hold the contractor responsible for any excess cost occasioned thereby; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at the proper reduction in price.

8. **DISQUALIFICATION OF BIDDERS**

Bidders may be disqualified and rejection of bids may be recommended by the Purchasing Department for any of (but not limited to) the following causes:

- a) Failure to use the bid form furnished by CSN.
- b) Lack of signature by an authorized representative on the bid form.
- c) Failure to properly complete the bid.
- d) Evidence of collusion among bidders.
- e) Unauthorized alteration of bid form.
- f) Failure to submit requested documents required in bid terms, conditions and specifications.
- g) Failure to furnish proof of receipt of any addendum pertaining to that particular bid project.
- h) Any bidder who has defaulted on prior contracts or is guilty of misrepresentation by any member of that particular firm.
- i) CSN reserves the right to waive any minor informality or irregularity.

9. **FAILURE TO FURNISH AT SPECIFIED PRICE**

If a successful bidder fails to furnish any item at the price specified in the bid, whether such failure is due to a mistake of fact by the bidder or any other reason, the CSN Interim Director of Purchasing, may cause the name of such bidder to be removed from the list containing the names of prospective bidders to whom invitations for bids are mailed, for such period of time, not exceeding 1 year or less than 6 months, or the payment of a penalty of 5 percent of total bid price of all items on which bid was submitted, as the CSN Interim Director of Purchasing may determine.

10. **FREIGHT TERMS**

- a) Successful Bidder must ship goods and have all prices F. O. B. Destination, freight prepaid with delivery to:  
College of Southern Nevada  
Receiving Department  
3200 East Cheyenne Avenue  
North Las Vegas, Nevada 89030
- b) Any bid submitted with alternate shipping terms other than as stated above may be cause for disqualification of the bid.

11. **INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be made at destination.

12. **PAYMENT TERMS**

Payments shall be made within thirty (30) days of acceptance of the related invoice, unless otherwise stated. Should the acceptance of such invoices be in doubt, the successful bidder shall not be due any interest or penalty on any unpaid amounts.

13. **PROMPT PAYMENT DISCOUNTS**

The offered discount of a successful bidder will not form a part of the award evaluation. In connection with any discount offered, time will be computed from the date of delivery of the equipment or supplies at destination or from the date the correct invoice is received by CSN, whichever is later. Payment is deemed to be made for the purpose of earning the discount the date the CSN check is mailed.

14. **PROTESTS**

Any bidder, offeror or contractor who is allegedly aggrieved in connection with the solicitation or award of a contract may protest. The protest must be submitted in writing to the Interim Director of Purchasing, within seven (7) days after such aggrieved person knows or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Interim Director of Purchasing will promptly issue a decision in writing to the Protester. If the Protester wishes to appeal the decision rendered by the Interim Director of Purchasing, such appeal must be made in writing to the Senior Vice President for Finance & Facilities, CSN. The decision of the Senior Vice President for Finance & Facilities will be final. The Senior Vice President for Finance & Facilities need not consider protests unless this procedure is followed.

15. **SMALL BUSINESS CONCERNS**

- a) Minority business concerns will be afforded full opportunity to submit bids in response to this Invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

DEFINITIONS AND REQUIREMENTS

**(1) Minority Owned Business Enterprise (MBE)**

An independent business which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of African American, Hispanic American, Asian-Pacific American, or Native American ethnicity.

**(2) Women Owned Business Enterprise (WBE)**

An independent business which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

**(3) Disabled Owned Business Enterprise (DBE)**

An independent business which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the Federal Americans with Disabilities Act.

**(4) Veteran/Disabled Veteran Business Enterprise (VDBE)**

An independent business which performs a commercially useful function and is at least 51% owned and controlled by one or more veterans/disabled veterans who have served in the active military and discharged under conditions other than dishonorable.

**(5) Small Business Enterprise (SBE)**

An independent business which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

- b) All bidders, by signing this bid, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.

17. **SUSTAINABILITY**

- a) A key focus of CSN is to minimize the impact the procurement of goods and services has on the local environment. CSN is committed to sustainable economic, social, and environmental practices in all operations which CSN is involved. It is important that bidders share this commitment as well. Therefore, sustainable goods and services should be offered whenever available and specifically when required in the bidding documents.
- b) CSN may request the successful bidder to provide reports related to sustainability on all goods and services provided under this bid. Reports may include, but are not limited to: sustainable attributes of each product or service, the dollar and percentage amount spent on sustainable or environmentally preferred products and services, and the total amount spent by CSN.
- c) All electronic equipment CSN purchases must be Energy Star rated (or, if there is no Energy Star rating for the desired equipment, energy efficient models or substitutes are preferred). The requirement to purchase Energy Star rated equipment will improve the College's energy and financial performance while distinguishing our institution as an environmental leader.

18. **TAXES, LICENSES AND PERMITS**

It is the bidder's responsibility for securing all required licenses, permits and insurance necessary for the proper execution and completion of the work involved. CSN is exempted from paying state, local and federal excise taxes.

**SECTION C**  
**PURCHASE ORDER TERMS AND CONDITIONS**

1. **ADDITIONS/CHANGES**

No extra work, additions, alterations, including changes in price will be paid by NSHE/CSN unless agreed to and performed pursuant to and in accordance with a written revision to the order.

2. **CANCELLATIONS**

NSHE/CSN reserves the right to cancel this order without cause at any time. An equitable adjustment in price and/or delivery schedule will be negotiated for products completed or in process at the time of the cancellation, but in no event shall NSHE/CSN be required to pay more than Seller's actual cost of labor and supplies consumed to the point of cancellation.

3. **CONFLICTING TERMS**

The above terms and conditions may only be modified by NSHE/CSN with the exception of clauses which may be in conflict with any bid, proposal or contract pertaining to this project. Bid, proposal or contract terms and conditions will take precedence.

4. **DEBARMENT/SUSPENSION STATUS**

The bidder/contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.

5. **DELIVERY**

Delivery must be made within the time stated and only to the destination stated on this order. If Seller fails to deliver on time, NSHE/CSN reserves the right to purchase elsewhere, and may reject goods and services not delivered or furnished on the date specified on this order.

6. **GOVERNING LAW**

Seller agrees that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this order. Any and all disputes arising out of or in connection with the order shall be litigated only in the 8th Judicial District Court in and for Clark County, State of Nevada, and Seller hereby expressly consents to the jurisdiction of said court.

7. **INDEMNIFICATION**

Seller, shall indemnify, defend and hold harmless NSHE/CSN from and against any and all liabilities, claims, losses, lawsuits, judgments and or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by the Seller or any of its officers, employees and agents, which may occur during or which may arise out of the performance of this order.

8. **INSURANCE**

All Seller's performing work on NSHE/CSN premises are required to provide evidence of coverage for Worker's Compensation and General Liability; Automobile Liability and Professional Liability if applicable all in the minimum limits as required.

9. **INVOICES**

Submit invoice(s) as instructed on the face hereof immediately upon delivery or completion of order. The purchase order number must be referenced on the invoice.

10. **NON-DISCRIMINATION**

The Seller shall not employ or contract with any firm or organization that is unfit or unskilled in the work to be performed. He shall not discriminate or allow discrimination against any employee or applicant for employment because of sex, sexual orientation, religion, age, disability, race, color, creed, or national origin. He shall comply with and shall require his/her Subcontractors to comply with the applicable provisions of Title 28 and Title 53 of the Nevada Revised Statutes.

11. **PRICE WARRANTY**

Seller warrants that the price(s) for the items or services sold hereunder are not less favorable than those extended to any other customer (whether government or commercial) for the same or similar items or services in similar quantities. In the event the Seller reduces its price(s) for such items or services during the term of this order, Seller agrees to reduce the price(s) hereof accordingly. Seller warrants that price(s) shown on this order shall be complete and no additional charges of any type shall be added without express written consent from CSN.

12. **PROMPT PAYMENT DISCOUNT**

Seller's prompt payment discount is to be calculated from date of receipt of shipment, completion of services or date of receipt of correct invoice, whichever is later.

13. **PURCHASE ORDER NUMBERS**

CSN purchase order numbers must appear on all packing slips, shipping documents, labels, and invoices.

14. **QUANTITY AND QUALITY**

The quantity term stated on this order shall be complied with strictly, as stated. The Seller warrants that all goods, materials, or work furnished are of reasonable average quality and would meet such a standard of description in the trade.

15. **STANDARDS AND REGULATIONS – FEDERAL AND STATE**

In performance of the order, Seller shall comply with all federal, state and local laws, rules, ordinances and regulations, and all materials and work or services furnished hereunder shall be produced or furnished in full and complete compliance therewith.

16. **TAX EXEMPTION**

NSHE/CSN is exempt from Nevada State sales tax as provided by Nevada Revised Statutes 372.325 and 374.330. The NSHE State Tax Exempt Number is RCE-004-115. The Federal Tax ID number is 88-6000024.

17. **TERMINATION FOR DEFAULT**

In the event of the Seller's default hereunder, NSHE/CSN may exercise any or all legal rights available, both at law or in equity. The prevailing party shall be entitled to attorneys' fees and costs. A breach or default may be declared with or without termination. The Seller's obligations that by their terms would ordinarily be expected to survive a termination or an order will survive indefinitely.

18. **WARRANTY**

Seller expressly warrants that all items or services covered by this order will conform to the drawings, specifications or samples (if any) or other description furnished by NSHE/CSN. All items or services will be fit and sufficient for the purpose intended as an implied warranty of merchantability.

19. **ENTITIES AUTHORIZED TO USE THIS BID**

Any governmental entity within the County of Clark, Nevada, may utilize this bid at their option to obtain equipment or services at the bid price throughout the term of this contract.

**THIS SECTION INTENTIONALLY LEFT BLANK**

**SECTION D  
EQUIPMENT SPECIFICATIONS  
PRICING RESPONSE FORM**

The Board of Regents of the Nevada System of Higher Education on behalf of the College of Southern Nevada, Purchasing Department is requesting bids for Nursing IV Pump Equipment for use in the Nursing Programs.

- A. All equipment shall be of the same Manufacturer and/or Brand Name and Model requested. Substitutions will not be considered and may be determined as unresponsive.
- B. With the Exception of Item 1. Medfusion 3500 Syringe Pump with Software Revision 5.06, it is readily understood by CSN that the remaining equipment is ONLY available in REFURBISHED CONDITION. All REFURBISHED EQUIPMENT is still required to meet Manufacturer's Specifications for FUNCTIONALITY and CALIBRATION. All equipment must be in Excellent Condition.
- C. Include any warranty information or indicate if a warranty is not available.

**D. IV PUMP EQUIPMENT**

1. MEDFUSION 3500 SYRINGE PUMP

\*\*\*Must include software revision 5.06\*\*\*

(1 each).....	\$ _____	\$ _____
	Unit Cost	Total Cost

2. BRAUN OUTLOOK 300 PUMP

(4 each).....	\$ _____	\$ _____
	Unit Cost	Total Cost

3. ALARIS 8000B MEDLEY PC CENTRAL MONO DISPLAY

(4 each).....	\$ _____	\$ _____
	Unit Cost	Total Cost

4. ALARIS 8100 IV PUMP

(4 each).....	\$ _____	\$ _____
	Unit Cost	Total Cost

5. ALARIS 8100 SYRINGE PUMP

(2 each).....	\$ _____	\$ _____
	Unit Cost	Total Cost

6. NELLCOR OXI-MAX 595 PULSE OXIMETER

(1 each).....	\$ _____	\$ _____
	Unit Cost	Total Cost

**TOTAL EQUIPMENT PRICE** ..... \$ \_\_\_\_\_

**SHIPPING / DELIVERY AND HANDLING CHARGE (AS APPLICABLE)** .....\$ \_\_\_\_\_

**TOTAL BID PRICE**..... \$ \_\_\_\_\_

**SECTION E**  
**BID RESPONSE FORM**

**ACKNOWLEDGMENT OF ADDENDA:**

The undersigned acknowledges receipt of the following addenda:

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_ Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_ Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

The undersigned, as an authorized representative for the Company named below, acknowledges that he/she has examined this Request for Bid including any related documents, and hereby offers to furnish all labor, materials, tools, supplies, equipment and services necessary to comply with the specifications, terms and conditions set forth herein and at the prices stated.

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME AND TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_ FEDERAL TAX ID NO: \_\_\_\_\_

*Please check the appropriate box below all in accordance with Section B – General Terms & Conditions.*

**MINORITY BUSINESS TYPE:**

- |   |                          |  |                          |
|---|--------------------------|--|--------------------------|
| Minority Business Enterprise              | <input type="checkbox"/> | Women-Owned Business Enterprise              | <input type="checkbox"/> |
| Physically Challenged Business Enterprise | <input type="checkbox"/> | Veteran/Disabled Veteran Business Enterprise | <input type="checkbox"/> |
| Small Business Enterprise                 | <input type="checkbox"/> | Not Applicable                               | <input type="checkbox"/> |

**DEBARMENT/SUSPENSION STATUS**

1. The bidder/contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.
2. The bidder/contractor agrees to provide immediate notice to CSN's Purchasing department in the event of being suspended, debarred or declared ineligible by any State or Federal department or agency, or upon receipt of a notice of proposed debarment that is received after the submission of this bid but prior to the award of the purchase order/contract.

**EXCEPTIONS**

Any exceptions to any of the specifications or requirements of this bid shall be noted in writing, and attached to the bid when submitted. By taking exceptions and clearly stating them in writing on a separate sheet of paper headed "EXCEPTIONS", and by offering alternates to replace the excepted requirements, the bidder may still compete in the bidding. However, the CSN Purchasing Department shall be the sole judge of the acceptance or rejection of any exceptions.

**Are there exceptions to this bid? YES \_\_\_\_\_ NO \_\_\_\_\_**