CSN
COLLEGE OF SOUTHERN NEVADA
Department of Purchasing
3200 E. Cheyenne Avenue - J1C
North Las Vegas, Nevada 89030-4296
(702) 651-4524

INVITATION TO BID# 10-0491

PROJECT: Supply of Copier Paper
OPENING DATE & TIME: April 30, 2010 @ 2 P.M.

Award Will Be Made On All or Nothing Basis

NON-SUBSTITUTABLE

Sealed bids in single copy subject to the conditions herein stipulated and in accordance with the specifications herein set forth and/or attached hereto, shall be accepted in the Purchasing Department of the College of Southern Nevada, Administrative Services Building, 3200 E. Cheyenne Avenue, North Las Vegas, Nevada 89030-4296, until April 30, 2010 at 2:00 P.M., and then publicly opened for furnishing the following supplies, and/or services, for delivery to the location as designated in the bid.

For information regarding this bid, contact:
Jack Holland, Director of Purchasing
College of Southern Nevada
3200 East Cheyenne Avenue - J1C
North Las Vegas, Nevada 89030-4296
702-651-4524
Fax: 702-651-4348

IMPORTANT NOTES:
Bid prices shall be exclusive of any Federal or State taxes from which the Nevada System of Higher Education is exempt. Exemption certificates will be furnished when required.

All prices F.O.B. Destination, Freight Prepaid

DO NOT FAX RESPONSES

IMPORTANT: See Page 2 for Instructions and Terms and Conditions of this Invitation to Bid.

Faxed responses shall not be acceptable

FIRM NAME ____________________________
ADDRESS ________________________________
CITY ___________________ STATE ______ ZIP _______
PHONE ___________________ FAX _______________ (include area code with numbers)
FEDERAL TAX ID#________________________

Email Address: ____________________________

________________________________________ (Signature of Authorized Person)

________________________________________ (Type or Print Signers Name and Title)

INITIAL BY: _____    Page 1 of 7    ITB-10-0491
1. **PREPARATION OF BID.**
   a) Bidders are expected to examine the drawings, specifications, and all instructions. Failure to do so shall be at the bidder's risk.
   b) Bids are to be submitted on the bid form provided or copies thereof and shall be manually signed by pen. The bidder shall print or
type his name on the bid and initial each continuation sheet thereof on which he makes an entry. If any erasures or changes appear
on the form, each such correction shall be initialed by the person signing the bid.
   c) Prices shall be submitted as requested in the bid. All figures shall be written in ink or typewritten. When units are identified, the
price for each unit bid shall be shown. All prices shall include packing and transportation, unless otherwise specified. A total shall
be entered in the amount column for each item bid. In case of discrepancies between prices quoted and extensions of price, the
unit price shall prevail.
   d) All equipment or supplies shall be new, and of the manufacturer's current year and model, unless otherwise specified herein.
   e) Alternate bids shall be considered only if indicated on bid form as an addition to, or as a substitute for the specific item.
   f) When not otherwise specified, bidder shall state definite time of proposed delivery. Days shall be calculated in calendar days.
   g) Bids are to be on this form; explanations, or supplemental material (necessary documents/attachments required under this bid), if
any, are to be attached to the bid form as separate correspondence. Altering the invitation and bid form may render the bid null and
void.

2. **SUBMISSION OF BIDS.**
   Bids and Addenda thereof shall be enclosed in sealed envelopes addressed to the College of Southern Nevada, Purchasing Department,
Business Services Building, 3200 E. Cheyenne Avenue, North Las Vegas, Nevada 89030-4296 with the name and address of the bidder,
date, hour of opening, and the invitation number on the face of the envelope. Telegraphic, facsimile or telephone bids shall not be
considered.

3. **WITHDRAWAL OF BIDS.**
   Bids may be withdrawn by written, facsimile, or telegraphic notice prior to date and time of opening.

4. **LATE BIDS.**
   Bids, modifications or withdrawals thereof received after the time set for bid opening as stated on Page 1 of this Invitation shall not be
considered.

5. **DISCOUNTS.**
   The offered discount of a successful bidder shall form a part of the award evaluation. In connection with any discount offered, time shall
be computed from the date of delivery of the equipment or supplies to destination or from the date the correct invoice is received in the
Disbursements Office of the College of Southern Nevada, whichever is later. For the purpose of earning the discount, payment is
deemed to be made on the date of mailing of the College Check.

6. **AWARD OF CONTRACT.**
   a) The contract shall be awarded to that responsible, responsive bidder whose bid, conforming to the invitation to bid, shall be most
advantageous to the College of Southern Nevada.
   b) The College of Southern Nevada reserves the right to award by item, groups of items, or all items, based on price, delivery, quality,
   previous service, warranties and maintenance availability.
   c) The College reserves the right to reject any and all bids from any bidder who has defaulted on prior contracts or is guilty of
misrepresentation by any member of that particular firm.
   d) The College reserves the right to reject any or all bids, in whole or in part, and to waive minor informalities, irregularities and
omissions in bids received, whereby the best interests of the College of Southern Nevada would be served.
   e) The College may accept any item or group of items of any bid, unless the bidder qualifies his bid by specific limitations.
   f) 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.

If, after an item has been awarded to a vendor and a purchase order has been issued, the vendor fails to furnish the items as listed on the purchase order, that vendor may be removed from our bid list for a period of one year.

7. **DEFAULT OF CONTRACT.**
   In case of default of the contractors, the College may procure the articles or services from other sources and hold the contractor
responsible for any excess cost incurred 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. **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 Director of Purchasing, College of Southern Nevada, may at his option 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 one (1) year or less than six (6) months, or may impose a penalty of five (5) percent of total bid price of all items on which bid
was submitted.

9. The use of the name of a manufacturer or of a special model (product) in the specifications does not restrict bidder to the manufacturer’s
equipment or product unless the bid specifies “No Substitutions Accepted.” This method is used merely to indicate the particular type,
design, character or quality of the article desired. Further, it is not the intent of the Purchasing Department to specify an exclusive
feature, manufactured only by one manufacturer, or any equipment (product) specified herein before, and if same has been done that part
of the specifications may be waived. Bid shall be considered on products of other manufacturers and on other brands/models provided
they conform to general specification requirements detailed hereinbefore.
ADDITIONAL TERMS AND CONDITIONS

PROMPT PAYMENT DISCOUNT:
The offered discount of a successful bidder shall form a part of the award evaluation. In connection with any discount offered, time shall be computed from the date of delivery of the equipment or supplies at the destination or from the date the correct invoice is received in the Business Services Office at the College of Southern Nevada, whichever is later. Payment is deemed to be made for the purpose of earning the discount the date the College of Southern Nevada check is mailed out.

PURCHASE ORDERS:
The College of Southern Nevada, Purchasing Department shall issue a Purchase Order which shall authorize the successful bidder to deliver and invoice for the service or materials offered. Delivery and invoicing shall all be in accordance with and incorporated by reference, the terms, conditions and specifications of the bid documents.

PAYMENTS:
The successful bidder shall be paid upon submission of proper invoices and written verification of quantity delivered, at the prices stipulated for the total supplies, equipment and/or services delivered and accepted. Partial payments shall be made at the sole discretion of the College of Southern Nevada, Purchasing Department.

F.O.B. POINT:
All prices F.O.B. Destination, freight prepaid with delivery per instructions on purchase order.

INSPECTION AND ACCEPTANCE:
Inspection and acceptance will be made at destination.

QUESTIONS CONCERNING BID AND/OR EQUIPMENT:
Any questions regarding preparation of this bid or submittal of information required shall be directed to:

College of Southern Nevada
Attn: Jack Holland
Purchasing Department - J1C
3200 East Cheyenne Avenue
North Las Vegas, Nevada 89030-4296
Phone: (702) 651-4766
Fax: (702) 651-4962

ADDENDUM AND INTERPRETATIONS:
If it becomes necessary to revise any part of this bid, a written addendum shall be provided to all bidders. The College of Southern Nevada is not bound by any oral representation, clarification, or changes made in the written specifications by College of Southern Nevada employees, unless such clarification or change is provided to bidders in written addendum form from College of Southern Nevada, Purchasing Department.

BID PREPARATION AND SUBMISSION:
No responsibility shall attach to the College of Southern Nevada 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. Telegraphic, facsimile or telephone bids shall not be considered.

Alterations, modifications or variations may not be considered unless authorized by the invitation or by an addendum.

Any irregularities or lack of clarity in the invitation should be brought to the attention of the College of Southern Nevada, Purchasing Department, as soon as possible so an addendum may be furnished to all bidders.

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 College of Southern Nevada, Purchasing Department in writing, or presents themselves in person with proper identification to the College of Southern Nevada, Purchasing Department and verbally requests the bid be withdrawn and signs for its receipt.

PUBLIC OPENING OF BIDS:
Bids shall 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" as detailed herein. Information read is subject to verification.

REJECTION OF BIDS:
The College of Southern Nevada reserves the right to reject any or all bids, or any part of the bid, from any bidder who has defaulted on prior contracts or is guilty of misrepresentation by any member of that particular firm.
Late bids: Formal, advertised bids indicate a time by which the bids shall be received in the College of Southern Nevada, Purchasing Department. **Bids received after that time may not be accepted.**

Award shall be made to the lowest responsive and responsible bidder, judged on the basis of price and conformance to specifications and based on what is in the best interests of the requesting department and the College of Southern Nevada.

College of Southern Nevada, Purchasing Department, may accept any item or group of items of any bids unless the bidder qualifies his bid by specific limitations.

College of Southern Nevada, Purchasing Department, 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 the College of Southern Nevada would be served.

**DISQUALIFICATION OF BIDDERS:**
Bidders may be disqualified and rejection of bids may be recommended by the College of Southern Nevada, Purchasing Department for any of (but not limited to) the following causes:

A. Failure to use the bid form furnished by the College of Southern Nevada, Purchasing Department.
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.

**COLLUSION:**
Persons or firms submitting an offer on this Invitation are certifying that they have had no contact with an employee or member of the College of Southern Nevada 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 College of Southern Nevada 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.

**PROTESTS OF BIDS:**
Bid protests shall be in writing, directed to the Director of the Purchasing Department and shall be on file in the Purchasing Department no later than 15 calendar days after the bid opening. Protests received after that time period shall not be considered.

Any bidder 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 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 Director of Purchasing will promptly issue a decision in writing to the Protestant. If the Protestant wishes to appeal the decision rendered by the Director of Purchasing, such appeal must be made in writing to the Vice President for Finance and Administration, Nevada System of Higher Education. The decision of the Vice President for Finance and Administration will be final. The Vice President for Finance and Administration need not consider protests unless this procedure is followed.

**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. If extensive use is anticipated, this bid will identify the specific entity and their estimated usage.

**PLEASE REFER TO THE TERMS AND CONDITIONS AS STATED ON PAGE 2 OF THIS INVITATION. ALL TERMS AND CONDITIONS STATED HEREIN SHALL BE A PART OF THIS BID.**

**MINORITY BUSINESS CLAUSE:**
Minority business enterprises 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.
NON-DISCRIMINATION/AFPIRMATIVE ACTION

The Nevada System of Higher Education is committed to campuses free of discrimination and bias because of a person’s age, disability, ethnicity, gender, national origin, race, religion, or sexual orientation. Therefore, it is the policy of the Nevada System of Higher Education that in connection with all work performed under contracts, there will be no discrimination against any prospective or active employee engaged in work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, or sexual orientation. The proposer agrees to comply with applicable federal and state laws. Proposer must be an Affirmative Action/Equal Opportunity Employer. In addition, the vendor agrees to require like compliance by any subcontractors on the work by him.

SPECIAL NOTICE TO ALL BIDDERS/PROPOSERS:
IF YOU RECEIVE A COPY OF THIS INVITATION/REQUEST FROM ANY SOURCE OTHER THAN THE COLLEGE OF SOUTHERN NEVADA, PURCHASING DEPARTMENT, YOU MUST REGISTER YOUR COMPANY IMMEDIATELY WITH THE PURCHASING DEPARTMENT BY FAXING A NOTICE TO THE DIRECT ATTENTION OF: PURCHASING TECHNICIAN, CSN PURCHASING, 702/651-4348. LIST THE INVITATION/REQUEST NUMBER, YOUR COMPANY NAME, ADDRESS, PHONE AND FAX NUMBERS, AND A CONTACT PERSON’S NAME. A RETURN FAX ACKNOWLEDGING RECEIPT WILL BE SENT TO YOU IF REQUESTED.

FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL.
EQUIPMENT SPECIFICATIONS

The Board of Regents, Nevada System of Higher Education, on behalf of the College of Southern Nevada, purchasing department is requesting bids for Copier Paper.

Please provide a bid for 92 bright 8.5" X 11" 20 lb bond paper in the following quantities:
Pricing to include monthly warehousing and deliveries to Cheyenne Campus as indicated below.

1. 1,800 cases (45 pallets) $______________ $______________
   Unit Total
2. 3,600 cases (90 pallets) $______________ $______________
   Unit Total

PRICING SHALL REMAIN IN EFFECT THROUGH JUNE 30, 2010.

The invoice for the quoted cost must be received by the College by June 30, 2010.

The bid price must include all charges for shipping and/or storage.

The purchase of this paper is contingent upon the availability of funds.

3. The successful bidder must store paper in a climate-controlled environment and deliver paper to the Receiving Department, CSN, Cheyenne Campus, 3200 E Cheyenne Avenue, North Las Vegas, NV 89030 at the following intervals:

If 1,800 cases are purchased:
   • 10 pallets (400 cases) as soon as possible after receipt of the purchase order
   • 10 pallets (400 cases) on the first working day of August 2010
   • 10 pallets (400 cases) on the first working day of September 2010
   • 10 pallets (400 cases) on the first working day of October 2010
   • 5 pallets (200 cases) on the first working day of November 2010

If 3,600 cases are purchased:
   • 10 pallets (400 cases) as soon as possible after receipt of the purchase order
   • 10 pallets (400 cases) on the first working day of August 2010
   • 10 pallets (400 cases) on the first working day of September 2010
   • 10 pallets (400 cases) on the first working day of October 2010
   • 10 pallets (400 cases) on the first working day of November 2010
   • 10 pallets (400 cases) on the first working day of January 2011
   • 10 pallets (400 cases) on the first working day of February 2011
   • 10 pallets (400 cases) on the first working day of March 2011
   • 10 pallets (400 cases) on the first working day of April 2011
DISCOUNT/ PAYMENT TERMS: ________________________________

ACCEPTANCE: Open until June 30, 2010

DELIVERY: As Stated

NOTE: Should you have any questions or need clarification concerning this bid, please contact Jack Holland at (702) 491-4524 or fax him at (702) 651-4348. All deliveries must be coordinated through Judy Ruter at (702) 651-4817.