INVITATION TO BID # 10-0493
COLLEGE OF SOUTHERN NEVADA
Department of Purchasing
3200 E. Cheyenne Avenue - J1C
North Las Vegas, Nevada 89030-4296
(702) 651-4766

The College of Southern Nevada, Purchasing Department, is seeking bids for:

KITCHEN EQUIPMENT

AWARD SHALL BE ON AN ALL OR NOTHING BASIS

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, Financial Services Building, 3200 E. Cheyenne Avenue, North Las Vegas, Nevada 89030-4296, until May 12, 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:
Sally Seifert
Buyer III
College of Southern Nevada
3200 East Cheyenne Avenue - J1C
North Las Vegas, Nevada 89030-4296
702-651-4766
sally.seifert@csn.edu

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

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 NUMBER (include area code with number)

FEDERAL TAX ID# ______________________________

EMAIL ADDRESS ______________________________

(Type or Print Signers Name and Title) ______________________________

(Signature of Authorized Person) ______________________________

INITIALED BY: ______________________________

ITB 10-0493
TERMS AND CONDITIONS OF THE INVITATION TO BID

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.

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.

INITIALED BY: ___________________ 2 ITB 10-0493
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. 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 to:

College of Southern Nevada  
Receiving Department  
3200 East Cheyenne Ave  
North Las Vegas, Nevada 89030-4296

SPECIAL NOTE: All prices must include transportation charges. Freight charges are not acceptable as an estimated cost item. Transfer of Title for goods will be the Destination. Any bid submitted with the F.O.B. point other than Destination, or freight charges listed as a separate or estimated item, may be cause for disqualification of the bid.

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.

The College of Southern Nevada is exempted from paying state, local and federal excise taxes.

QUESTIONS CONCERNING BID:

Any questions regarding preparation of this bid or submittal of information required shall be directed to:

College of Southern Nevada  
Attn: Sally Seifert, Buyer III  
Purchasing Department - J1C  
3200 East Cheyenne Avenue  
North Las Vegas, Nevada 89030-4296  
Phone: (702) 651-4766  
Fax: (702) 651-4962  
sally.seifert@csn.edu
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" paragraph. 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 shall be returned, unopened to the bidder.

AWARD OF CONTRACT:

Award shall be made to the lowest responsive and responsible bidder, judged on the basis of price, conformance to specifications, bidders qualifications, past performance, quality and utility of services, supplies, materials or equipment being offered and their adaptability to the required purpose, all in the best interests of the requesting department and the College of Southern Nevada, each of such factors being considered.

In determining the bidder's responsibility, consideration shall be given to bidder's possession of and limit on, any required license, experience, adequacy of equipment and qualified manpower, financial responsibility, and ability of the bidder to complete performance as required.
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.

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.

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

NON-DISCRIMINATION/AFFIRMATIVE 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.

GO GREEN

In an effort to help preserve the environment and reduce both vendor and CSN costs, CSN is asking that all submittals be packaged utilizing only standard 8.5”x11” paper bound together either by staple, rubber band, or standard binder clips, omitting the use of 3 hole binders or other non-recyclable packaging. All submittals must be in a “Sealed” marked envelope with Bid or RFP Number, Vendor Name, and Bid closing Date (submittals that are not packaged as requested will be accepted; alternate packaging will not be a deciding factor in Bid Award).
REFERENCES:
All bidders shall submit three names of individuals to contact, company name, complete addresses, phone numbers and fax numbers as references for this type of service.

1. Company Name ____________________________ Contact ____________________________
   Address ____________________________ City __________ State ______ Zip __________
   Phone (___) __________________ Fax (___) ____________________________

2. Company Name ____________________________ Contact ____________________________
   Address ____________________________ City __________ State ______ Zip __________
   Phone (___) __________________ Fax (___) ____________________________

3. Company Name ____________________________ Contact ____________________________
   Address ____________________________ City __________ State ______ Zip __________
   Phone (___) __________________ Fax (___) ____________________________

TRADE NAME (OR EQUAL) TO ESTABLISH STANDARD:
Wherever in the Invitation any item required to be furnished is mentioned by a trade name or a manufacturer's name and part number is given, it is intended to establish a standard of quality or type of material desired and not to restrict the use of other materials which are of equal quality or type. When offering an equal to the material called for in this Invitation to Bid, bidders must state the manufacturer and number of each item offered as an equal. Bidders who do not specify a different manufacturer or number will be required to furnish items exactly as specified.

If the specifications of each item you are bidding are the same as those stated in the bid, write in "AS SPECIFIED" where it states "STATE MANUFACTURER". If the specifications of the item you are bidding are similar to or equal to but not identical, list the name of the manufacturer and the item's model or stock number.

IF A SUBSTITUTE ITEM IS BID, TWO (2) COPIES OF COMPLETE SPECIFICATIONS OF THE SUBSTITUTE ITEM SHOULD ACCOMPANY THE BID. THIS IS NECESSARY IN ORDER TO HAVE YOUR SUBSTITUTE ITEM CONSIDERED. THE COLLEGE TAKES NO RESPONSIBILITY IN EVALUATING YOUR SUBSTITUTE ITEM IF THE SPECIFICATIONS ARE NOT INCLUDED.

This method is used merely to indicate a particular type, design, character or quality of the article desired. Further, it is not the intent of the Nevada System of Higher Education, College of Southern Nevada, Purchasing Department to specify an exclusive feature manufactured by only one manufacturer, and if the same has been done, that part of the specification may be waived. Other products may be used provided that they conform to the requirements specified.

NOTE: The Nevada System of Higher Education reserves the right to consider bids not in exact accordance with the specifications.
**SPECIFICATIONS**

The Board of Regents, Nevada System of Higher Education, College of Southern Nevada, Purchasing Department is requesting bids for Kitchen Equipment as follows:

<table>
<thead>
<tr>
<th>Item#</th>
<th>Qty</th>
<th>Model &amp; Specification</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>6   ea</td>
<td>Model C836-6 Cuisine Range-Open Burners</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>2.</td>
<td>4   ea</td>
<td>Model C83606 Cuisine Range-Open Burners</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>3.</td>
<td>10  ea</td>
<td>Model 836-18-0 Spreader Plate-Cabinet</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>4.</td>
<td>6   ea</td>
<td>C836-10 Cuisine Range Convection Oven-French Top w/Salamander</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>5.</td>
<td>4   ea</td>
<td>C836-10 Cuisine Range-Convention Oven-French Top</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>6.</td>
<td>1   ea</td>
<td>C836-18-0 Cuisine Spreader Plate w/sink</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>7.</td>
<td>1   ea</td>
<td>CCDHS-36 French Top ADA Station</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>8.</td>
<td>1   ea</td>
<td>C12836-6M Cuisine Range-Open Burner ADA Station</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>9.</td>
<td>1   ea</td>
<td>C0836-6M Cuisine Range-Open Range ADA Station Storage Base for Above</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>10.</td>
<td>2   ea</td>
<td>RBA-24-ST-26-24 24” Regal Char-Broiler</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>11.</td>
<td>2   ea</td>
<td>ST-26-24-23SS Stand for above</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>12.</td>
<td>3   ea</td>
<td>SM40G Dean Super Marathon Fryer</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>13.</td>
<td>3   ea</td>
<td>Stainless Steel Side Panels for Fryers Above</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>14.</td>
<td>3   ea</td>
<td>Casters (set of four) Two (2) w/brakes</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>15.</td>
<td>1   lot</td>
<td>Installation &amp; Labor</td>
<td>$___________</td>
<td>$___________</td>
</tr>
</tbody>
</table>
NOTE:

Equipment to be installed at the CSN Cheyenne Campus; 3200 E Cheyenne Ave, North Las Vegas, NV 89030; Phase V Building, Modular Kitchen, Room 1663 A & B, first floor.

GUARANTEED DELIVERY DATE: ______________________________

TERMS:_________________________ OFFERED DISCOUNT:______________

Acceptance: In compliance with the above invitation for bid and subject to all the conditions, the undersigned offers and agrees, if the bid is accepted within _______ days from the date of the opening, to furnish any or all of the items and/or services herein upon which prices are quoted, at the prices set opposite each item herein.