|  |  |  |
| --- | --- | --- |
| State of Nevada |  | Brian Sandoval |
| Department of Administration | *Governo*r |
|  |  |
| Purchasing Division | Patrick Cates |
|  | *Director* |
| 515 E. Musser Street, Suite 300  Carson City, NV 89701 |  |
| Jeff Haag |
| *Administrator* |

|  |  |
| --- | --- |
| **State of Nevada**  **Purchasing Division** | |
|  | |
| **INVITATION TO BID:** | **8521** |

For

**X-RAY SYSTEM**

|  |  |
| --- | --- |
| **F.O.B DESTINATION:** | **ELY, NEVADA** |

|  |  |
| --- | --- |
| Release Date: | January 20, 2017 |

|  |  |
| --- | --- |
| Deadline for Submission and Opening Date and Time: | **February 22, 2017 @ 2:00PM** |

***Refer to Section 6, ITB Timeline for the complete ITB schedule***

|  |  |
| --- | --- |
| **REQUISITION NO.** | **440-28397** |

|  |
| --- |
| For additional information please contact: |
| Teri Becker, Purchasing Officer |
| State of Nevada, Purchasing Division |
| 515 E. Musser Street, Suite 300 |
| Carson City, NV 89701 |
| Phone: 775-684-0178 |
| Email address: [tbecker@admin.nv.gov](mailto:tbecker@admin.nv.gov) |
| (TTY for Deaf and Hard of Hearing: 1-800-326-6868  Ask the relay agent to dial: 1-775-684-0178/V.) |

|  |
| --- |
| ***Refer to Section 7 for instructions on submitting bids*** |

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**Prospective vendors are advised to review Nevada’s ethical standards requirements, including but not limited to, NRS 281A.**

# PROJECT OVERVIEW

The State of Nevada, Purchasing Division, on behalf of the Nevada Department of Corrections, Ely State Prison, is seeking bids from responsible vendors for a Merry X-Ray Integrity 1000 FT System (***see Section 3.2 regarding alternate items***), to be delivered FOB Destination to Ely, Nevada. The result of this solicitation will result in a one-time purchase. This solicitation will be awarded as all-or-none to one vendor.

Equipment must be *new* only; used, demo, refurbished, prototype or gray market equipment will not be accepted.

Product specification can be found beginning on page 26 of this document.

***Awarded vendor will also be responsible for installation of new equipment. A separate contract for this service will be executed between the agency and the awarded vendor (see Section 3.4.4).***

# ACRONYMS/DEFINITIONS

For the purposes of this Invitation to Bid (ITB), the following acronyms/definitions will be used:

| **Acronym** | **Description** |
| --- | --- |
| ***Bidder*** | Organization or individual submitting a bid in response to this Invitation to Bid. |
| ***Business Owned and Operated by a Veteran with a Service Connected Disability*** | In accordance with NRS 338.1384, means a business of which 51 percent of the ownership is held by one or more veterans with a service connected disability; that is organized to engage in commercial transactions; and is managed and operated on a day-to-day basis by one or more veterans with service connected disabilities. |
| ***Contractor*** | The organization or individual that is awarded and has an approved contract with the State of Nevada for this ITB. The contractor has full responsibility for coordinating and controlling all aspects of the order or contract. The contractor will be the sole point of contact with the State relative to performance. |
| ***Customer*** | Department, Division or Agency of the State of Nevada. |
| ***Division/Agency*** | The Division/Agency requesting goods as identified in this ITB. |
| ***Exception*** | A formal objection taken to any statement/requirement identified within the ITB. |
| ***FOB Destination*** | Free on Board to the destination. Requires the seller to, at its own expense and risk, transport the goods to the destination and there tender delivery of them in the manner provided in NRS 104.2503. (Refer to NRS 104.2319(1) (b); UCC 2-319(1). |
| ***Goods*** | The term “goods” as used in this ITB has the meaning ascribed to it in NRS §104.2105 and as specifically identified in the ITB. |
| ***ITB*** | Invitation to Bid. A written statement which sets forth the requirements and specifications of an NOA to be awarded by competitive selection. (Refer to NRS 333.020(4). |
| ***Local Business*** | For the purpose of requesting preference for a bid submitted by local business owned by veteran with service-connected disability, means the business employs at least one (1) person in this State; and has employed at least one person in this State for not fewer than two (2) years. |
| ***Lowest Responsible Bidder / Vendor*** | Person or firm (company/organization) that conforms in all material respects to the specifications within the ITB and offers the lowest cost after all factors have been considered. (Refer to NRS 333.340). |
| ***May*** | Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the bid without the information. |
| ***MSRP*** | Manufacturer’s Suggested Retail Price |
| ***Must*** | Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a bid as non-responsive. |
| ***NAC*** | Nevada Administrative Code –All applicable NAC documentation may be reviewed via the internet at: [**www.leg.state.nv.us**](http://www.leg.state.nv.us)**.** |
| ***NOA/Contract*** | Notice of Award – formal notification of the State’s decision to award an order or contract. |
| ***NRS*** | Nevada Revised Statutes – All applicable NRS documentation may be reviewed via the internet at: [**www.leg.state.nv.us**](http://www.leg.state.nv.us)**.** |
| ***Pacific Time (PT)*** | Unless otherwise stated, all references to time in this ITB and any subsequent NOA/contract are understood to be Pacific Time. |
| ***Proprietary Information*** | Any trade secret or confidential business information that is contained in a bid submitted on a particular contract. (Refer to NRS 333.020(5) (a); NRS 333.333. |
| ***Public Record*** | All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records. (Refer to NRS 333.333 and NRS 600A.030 [5]). |
| ***Purchase Order*** | Buyer-generated document that authorizes a purchase transaction. It sets forth the descriptions, quantities, prices, discounts, payment terms, date of performance or shipment, other associated terms and conditions, and identifies a specific seller. When accepted by the seller, it becomes a contract binding on both parties, also called order. |
| ***Shall*** | Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a bid as non-responsive. |
| ***Should*** | Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the bid without the information. |
| ***State*** | The State of Nevada and any agency identified herein. |
| ***Subcontractor*** | Third party, not directly employed by the vendor, who will provide goods and/or services identified in this ITB. This does not include third parties who provide support or incidental services to the vendor. |
| ***Trade Secret*** | Information including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use, and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. (Refer to NRS 600A.030(5). |
| ***UCC*** | Uniform Commercial Code |
| ***User*** | Department, Division, Agency or County of the State of Nevada. |
| ***Vendor*** | Organization/individual submitting a bid in response to this ITB. |
| ***Veteran with a Service Connected Disability*** | Pursuant to NRS 338.13843, means a veteran for the Armed Forces of the United States who has a service-connected disability of at least zero percent as determined by the United States Department of Veterans Affairs. |
| ***Will*** | Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a bid as non-responsive. |

## STATE OBSERVED HOLIDAYS

The State observes the holidays noted in the following table. When January 1st, July 4th, November 11th or December 25th falls on Saturday, the preceding Friday is observed as the legal holiday. If these days fall on Sunday, the following Monday is the observed holiday.

| **Holiday** | **Day Observed** |
| --- | --- |
| New Year’s Day | January 1 |
| Martin Luther King Jr.’s Birthday | Third Monday in January |
| Presidents' Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Nevada Day | Last Friday in October |
| Veterans' Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Family Day | Friday following the Fourth Thursday in November |
| Christmas Day | December 25 |

# ITEM SPECIFICATIONS

## Unless otherwise specified in this Invitation to Bid (ITB), reference to a specific manufacturer or a specific product or model in the bid specifications does not restrict bidders to that manufacturer, product or model. This method is used to indicate the functional requirements (e.g., type, design, characteristics, quality) of the article desired.

## Bidders proposing other manufacturer’s products or models must meet or exceed the specifications of the original listed product or model, result in a lower price, and be determined to be in the best interest of the State as determined by the Purchasing Division (NRS 333.310).

Proof, satisfactory to the State, must be provided by Bidder to show that any alternate article is equal to, or exceeds the bid specifications in design and performance. Complete and detailed comparative documentation for equipment other than requested in this solicitation is required to be submitted with bid. Equivalent items may be subject to performance testing.

## Please refer to *Attachment C, Item Specifications* for the items requested for this ITB.

## For the purpose of awarding a formal contract solicited in accordance NRS 333.300(2), if

### A local business owned and operated by a veteran with a service-connected disability submits a bid or proposal for a contract for which the estimated cost is more than $50,000 but no more than $250,000 and is a responsive and responsible bidder, the bid or proposal shall be deemed to be five (5%) percent lower than the bid or proposal actually submitted.

### A local business owned and operated by a veteran with a service-connected disability which is determined to be 50 percent or more by the United States Department of Veterans Affairs submits a bid or proposal for a contract for which the estimated cost is more than $250,000 but less than $500,000 and is a responsive and responsible bidder, the bid or proposal shall be deemed to be five (5%) percent lower that the bid or proposal actually submitted.

### The preferences described above may not be combined with any other preference.

### The awarded vendor will be required to install the equipment. Installation will include system setup, verify connections to both electrical and computer systems are functional and training on new equipment. A separate service contract between Department of Corrections and the awarded vendor will be executed.

# FINANCIAL TERMS AND CONDITIONS

## PAYMENT

Refer to ***Attachment B – Financial and Delivery Terms and Conditions*** for response to ***Section 4.1, Payment through Section 4.3, Purchasing Card Acceptance***.

### Prices offered in bids are an irrevocable offer for the term of the contract and any contract extensions unless otherwise specified in ***Attachment C – Item Specifications.***

### The State generally pays within 30-45 days upon receipt of invoice and the using agency’s approval.

### Pursuant to NRS 227.185 and NRS 333.450, the State shall pay claims for supplies, materials, equipment and services purchased under the provisions of this ITB electronically, unless determined by the State Controller that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.

### Prompt payment discount periods equal to (or greater than) 30 calendar days will receive consideration and bid pricing will be reduced, for evaluation purposes only by the amount of that discount(s).

### The price quoted is for the specified delivery, and, unless otherwise specified in the NOA/contract, is FOB destination (freight included) to the delivery address.

### Unless otherwise specified in the NOA/contract, the price does not include applicable federal or State sales, use, excise, processing or any similar taxes, or duty charges, which shall be paid by the State, or in lieu thereof, the State shall provide the **v**endor with a tax exemption certificate acceptable to the applicable taxing authority.

### Unless otherwise specified in the NOA/contract, payment shall be made to the vendorin accordance with Nevada law.

### The State requests Manufacturer’s Suggested Retail Price (MSRP) prices in effect at the time of bid submittal for internal statistical purposes.

## BILLING

### The State does not issue payment prior to receipt of goods or services.

### The vendor must bill the State as outlined in the approved NOA/contract and/or purchase order.

## PURCHASING CARD ACCEPTANCE

### In an effort to streamline the purchasing and payment process, the State is encouraging agencies to use the State contracted purchasing card to facilitate small dollar purchases.

### While at the present time it is not mandatory that contractors accept credit card purchases; contractors are encouraged to consider this alternate payment process.

### The current card available for State agency use is a MasterCard product.

# WRITTEN QUESTIONS AND ANSWERS

The Purchasing Division will accept questions and/or comments in writing, received by email regarding this ITB.

## QUESTIONS AND ANSWERS

### The Question Submittal Form is located on the Solicitation Opportunities webpage at <http://purchasing.nv.gov>. Select the Solicitation Status, Questions dropdown and then scroll to the ITB number and select the “Question” link.

### The deadline for submitting questions is as specified in ***Section 6, ITB Timeline***.

### All questions and/or comments will be addressed in writing.

### An email notification that the amendment has been posted to the Purchasing website will be issued on or about the date specified in ***Section 6, ITB Timeline***.

# ITB TIMELINE

The following represents the proposed timeline for this ITB. All times are stated as Pacific Time (PT). These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time.

| **Task** | **Date/Time** |
| --- | --- |
| Deadline for submitting questions | 02/02/2017 @ 12:00 PM |
| Answers posted to website | On or about 02/07/2017 |
| Deadline for submission and opening of bids | No later than 2:00 PM on 02/22/2017 |
| Evaluation period (approximate time frame) | 02/22/2017 - 02/23/2017 |
| Selection of vendor | On or about 02/23/2017 |

# BID SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

## GENERAL SUBMISSION REQUIREMENTS

### Bids must be received no later than the bid opening date and time specified in ***Section 6, ITB Timeline***. Bids that do not arrive by the bid opening date and time will not be accepted.

### The following Attachments are the only parts of the ITB that ***must be returned*** as part of the vendor’s bid submission. Failure to submit the following attachments may result in the State not accepting the bid.

#### Attachment A - Vendor Information Sheet;

#### Attachment B - Financial and Delivery Terms and Conditions;

#### Attachment C - Item Specifications;

#### Attachment D - Vendor Authorization and Certifications;

#### Attachment E - Certification of Compliance with Item Specifications and ITB Terms and Conditions; and

#### Any amendments (signature pages only), if applicable.

### Please type or legibly print all responses.

### For purposes of addressing questions concerning this ITB the sole point of contact will be the Purchasing Division designee as specified on Page 1 of this ITB.

### Upon issuance of this ITB, employees and representatives of the agencies identified herein will not answer questions or otherwise discuss the contents of this ITB or any subsequent submitted bid responses with any prospective bidders or their representatives until issuance of formal NOA/contract.

#### Failure to observe this restriction may result in disqualification of any bid.

#### This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

### Sealed bids will be publically opened and read at the date, time and location specified within the ITB.

### Assistance for handicapped, blind or hearing-impaired persons who wish to attend the ITB opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two (2) days in advance of the opening.

## BID SUBMITTAL INSTRUCTIONS

Vendors may submit bids via one of the following methods. The State will not be held responsible for bids mishandled as a result of the labeling not being properly prepared.

### Electronic Bid Submittal

#### Email Submission

##### Bids may be submitted via email at: [ITBDocs@admin.nv.gov](mailto:ITBDocs@admin.nv.gov)

##### The transmittal must be clearly marked per ***Section 7.2.2***.

#### Facsimile Submission

##### If vendors do not have access to email, bids may be submitted via facsimile to: ***775-684-0169***.

##### The transmittal must be clearly marked per ***Section 7.2.2***.

#### Original Paper Copy Submission

##### Vendors may submit hard copy bids via:

###### United States Post Office; or

###### Overnight Delivery (i.e., FedEx, UPS, etc.); or

###### In-Person Delivery.

##### The original paper copy must be submitted in a sealed package.

##### The package must be clearly marked per ***Section 7.2.2***.

### Vendors are encouraged to utilize the copy/paste feature of word processing software to replicate this label for ease and accuracy of bid packaging.

|  |  |
| --- | --- |
| **Teri Becker**  **State of Nevada, Purchasing Division**  **515 E. Musser Street, Suite 300**  **Carson City, NV 89701** | |
| **BID:** | 8521 |
| **BID OPENING DATE:** | February 22, 2017 |
| **BID OPENING TIME:** | 2:00 PM |
| **FOR:** | X-Ray System |
| **VENDOR’S NAME:** |  |

# BID SOLICITATION, EVALUATION AND AWARD PROCESS

***Information in this section does not need to be returned with the vendor’s bid submittal***.

## This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.

## Bids must conform to all terms, conditions and specifications in this ITB.

## In accordance with NRS 333.350(1), a contract may be awarded for separate items, portions or groups of items in the best interest of the State, as required.

## Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA) as may be amended, and certifies that all items furnished and purchased under this order will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless purchaser from all damages assessed against purchaser as a result of Contractor’s failure to comply with the acts and standards thereunder and for the failure of the items furnished under this order to so comply.

## Every NOA/contract for goods must be awarded to the lowest responsible bidder (refer to NRS 333.340(1)). To determine the lowest responsible bidder, the Purchasing Division may consider:

### The location of the using agency to be supplied;

### The qualities of the articles to be supplied;

### The total cost of ownership of the articles to be supplied;

### The conformity of the articles to be supplied with the specifications;

### The purposes for which the articles to be supplied are required; and

### The dates of delivery of the articles to be supplied.

## The Purchasing Division shall not be obligated to accept low bid, but will make an award in the best interest of the State after all factors have been evaluated. (Refer to NRS 333.300(2)).

## When the advertisement for bids includes a statement that bids for alternative articles will be considered, alternative articles will be considered in as much as they are determined to:

### Meet or exceed the specifications of the article listed in the original request for bids;

### The purchase of the alternative article results in a lower price; and

### The Administrator deems the purchase of the alternative article to be in the best interests of the State.

## Bids may be withdrawn by written or facsimile notice received prior to the ITB opening time. Withdrawals received after the ITB opening time will not be considered except as authorized by NRS 333.350(3).

## The State reserves the right to alter, amend, or modify any provisions of this ITB, or to withdraw this ITB, at any time prior to the award of an NOA/contract pursuant hereto, if it is in the best interest of the State to do so.

## Any unsuccessful bidder may file an appeal in strict compliance with NRS 333.370.

## The Legislature, the Supreme Court, the Nevada Wing of the Civil Air Patrol (NRS 333.469), the Nevada System of Higher Education (NRS 333.470) and local governments (as defined in NRS 332.015) are intended third party beneficiaries of any NOA/contract resulting from this ITB and any local government may join or use any NOA/contract resulting from this ITB subject to all terms and conditions thereof pursuant to NRS 332.195. The State is not liable for the obligations of any local government which joins or uses any NOA/contract resulting from this ITB.

## Vendors who enter into a contract or order with the State of Nevada and who sell tangible personal property in the State of Nevada are required to obtain a permit in accordance with NRS 372.125, and required to collect and pay the taxes imposed by law on the sale of tangible personal property in this State.

## When applicable, submission of a bid must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the bidder’s standard contract language. A review of these documents will be necessary to determine if a bid is in the best interest of the State.

# TERMS AND CONDITIONS FOR PURCHASE OF GOODS

***The information in this section does not need to be returned with the vendor’s bid submittal***.

However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they **MUST** identify in detail their exceptions and/or assumptions on ***Attachment E, Certification of Compliance with Item Specifications and ITB Terms and Conditions.*** In order for any exceptions and/or assumptions to be considered they **MUST** be documented in ***Attachment E***. The State will not accept additional exceptions and/or assumptions if submitted after the bid submission deadline.

## INCORPORATED DOCUMENTS

### The NOA/contract shall consist of this ITB, any amendments to this ITB if applicable, the vendor’s bid and all documentation contained therein, together with any subsequently issued purchase order(s) executed by a person with full power and authority to issue same on behalf of the State.

### A vendor’s bid shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in the NOA/contract.

## NOTICE

### Unless otherwise specified, termination shall not be effective until thirty (30) calendar days after a party has served written notice of default, or without cause upon the other party.

### All notices or other communications required or permitted to be given under this NOA/contract shall be in writing and shall be deemed to have been duly given if delivered via email, personally in hand, by telephonic facsimile, regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

## TERMINATION

### Termination Without Cause

Any discretionary or vested right of renewal notwithstanding, this NOA/contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

### State Termination for Non-Appropriation

#### The continuation of the NOA/contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources.

#### The State may terminate the NOA/contract, and the vendor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency’s funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

### Cause Termination for Default or Breach

A default or breach may be declared with or without termination. The NOA/contract may be terminated by either party upon written notice of default or breach to the other party as follows:

#### If the vendor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by the NOA/contract within the time requirements specified in the NOA/contract or within any granted extension of those time requirements; or

#### If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by the vendor to provide the goods or services required by the NOA/contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

#### If the vendor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

#### If the State materially breaches any material duty under the NOA/contract and any such breach impairs the vendor's ability to perform; or

#### If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by the vendor, or any agent or representative of the vendor, to any officer or employee of the State of Nevada with a view toward securing an NOA/contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such NOA/contract; or

#### If it is found by the State that the vendor has failed to disclose any material conflict of interest relative to the performance of the NOA/contract.

### Time to Correct

Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in ***Section 9.2, Notice***, and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

## WINDING UP AFFAIRS UPON TERMINATION

In the event of termination of the NOA/contract for any reason, the parties agree that the provisions of this paragraph survive termination:

### The parties shall account for and properly present to each other all claims for fees and expenses and pay those that are undisputed and otherwise not subject to set off under the NOA/contract.

### Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.

### The vendor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the contracting agency.

## REPRESENTATIONS AND WARRANTIES

The vendor represents and warrants to the State:

### Bid Representations

#### All statements made by the vendor on any application, bid, offer, financial statement, or other document used by the vendor to induce the State to enter into the NOA/contract are true, correct, complete, and omit no information which would render them misleading.

#### In accordance with NRS 333.3367 a business making a material misrepresentation or otherwise committed a fraudulent act in applying for a preference described in NRS 333.3366, the business is thereafter permanently prohibited from:

##### Applying for or receiving the preference described in NRS 333.3366; and

##### Bidding on a State Purchasing contract.

### Use of Broker

The vendor agrees to indemnify the State from any damage, liability, or expense that it may suffer as a result of any claim of a broker or other finder with whom it is determined that the vendor has dealt in connection with the transactions contemplated under the NOA/contract.

### Express Warranties

For the period specified in the NOA/contract, vendor warrants and represents each of the following with respect to any goods provided under the NOA/contract:

#### Fitness for Particular Purpose

The goods shall be fit and sufficient for the particular purpose set forth in the NOA/contract.

#### Fitness for Ordinary Use

The goods shall be fit for the purpose for which goods of a like nature are ordinarily intended, it being understood that the purpose for the goods covered by the NOA/contract are ordinarily intended for use in general government administration and operations.

#### Merchantable, Good Quality, No Defects

The goods shall be merchantable, of good quality, and free from defects, whether patent or latent, in material and workmanship.

#### Conformity

##### The goods shall conform to the standards, specifications, descriptions and attachments set forth in the NOA/contract.

##### If the vendor has supplied a sample to the State, the goods delivered shall conform in all respects to the sample and shall be identified by the word "sample" and vendor's name.

#### Uniformity

The goods shall be without variation, and shall be of uniform kind, quality, and quantity within each unit and among all units.

#### Packaging and Labels

The goods shall be contained, packaged, and labeled so as to satisfy all legal and commercial requirements applicable to use by a government agency, including without limitation, Occupational Safety and Health Administration (OSHA) material safety data sheets and shall conform to all statements made on the label.

#### Full Warranty

The foregoing warranties are "full" warranties within the meaning of the Magnuson-Moss Warranty -- Federal Trade Commission Improvement Act, 15 U.S.C. 2301 et seq., and implementing regulations 16 C.F.R. pts. 700-703, if applicable to this transaction.

#### Title

The vendor has exclusive title to the goods and shall pass title to the State free and clear of all liens, encumbrances, and security interests.

#### Infringement; Indemnity

##### The vendor warrants the purchase or use of the goods shall not infringe upon any United States or foreign patent, and the vendor shall indemnify the State against all judgments, decrees, costs, and expenses resulting from any alleged infringement and shall defend, upon written request of the State, at its own expense, any action which may be brought against the State, its vendees, lessees, licensees, or assignees, under any claim of patent infringement in the purchase or use of the vendor's goods.

##### If the State is enjoined from using such goods, the vendor shall re-purchase such goods from the State at the original purchase price.

##### The State shall notify the vendor promptly in writing of any such suit.

##### If the State compromises or settles any such suit without the written consent of the vendor, the vendor shall be released from the obligations of this paragraph and from any liability to the State under any statute or other rule of law.

#### Usage of Trade; Course of Dealings; Implied Warranties

##### The vendor shall be bound by any implied warranty that, at the time of execution of the NOA/contract, prevails in the trade of government in the marketing area in and about the State of Nevada.

##### The vendor shall also be bound by any other implied warranty arising through course of dealings between the vendor and the State from and after the execution of the NOA/contract.

##### The vendor shall also be bound by all warranties set forth in Nevada's Uniform Commercial Code (NRS Chapter 104) in effect on the date of issuance of the NOA/contract.

#### Warranties Cumulative

It is understood that warranties created by the NOA/contract, whether express or implied, as well as all warranties arising by operation of law that affect the rights of the parties, are cumulative and should be construed in a manner consistent with one another.

#### Priority of Warranties

If it is held by a court of competent jurisdiction that there is an irreconcilable conflict between or among any of the warranties set forth in the NOA/contract and any warranties implied by law, the parties agree that the specifications contained in the NOA/contract shall be deemed technical and mere language of description.

#### Beneficiaries of Warranties

Benefit of any warranty made in the NOA/contract shall be in favor of the State, any of its political subdivisions or agencies, employee or licensee thereof who uses the goods, and the benefit of any warranty shall apply to both personal injury and property damage.

## DELIVERY, INSPECTION, ACCEPTANCE, TITLE, RISK OF LOSS

### The vendor agrees to deliver the goods as indicated in the NOA/contract, and upon acceptance by the State, title to the goods shall pass to the State.

### The State shall have the right to inspect the goods on arrival and within a commercially reasonable time.

### The State must give notice to the vendor of any claim for damages on account of condition, quality, or grade of the goods, and must specify the basis of the claim in detail.

### Acceptance of the goods described in the NOA/contract is not a waiver of UCC revocation of acceptance rights or of any right of action that the State may have for breach of warranty or any other cause.

### Unless otherwise stated above, risk of loss from any casualty, regardless of the cause, shall be on the vendor until the goods have been accepted and title has passed to the State.

### If provided by the vendor, the State agrees to follow reasonable instructions regarding return of the goods.

## NO ARRIVAL, NO SALE

### The NOA/contract is subject to provisions of no arrival, no sale terms, but proof of shipment shall be given by the vendor; each shipment to constitute a separate delivery.

### A variation of ten (10) days in time of shipment or delivery from that specified in the NOA/contract does not constitute a ground for rejection.

### The State may treat any deterioration of the goods as entitling the State to the rights resulting from a casualty to the identified goods without regard to whether there has been sufficient deterioration so that the goods no longer conform to the NOA/contract.

## BREACH, REMEDIES

### Failure of either party to perform any obligation of the NOA/contract shall be deemed a breach.

### In the event of a breach, the party asserting breach may, in addition to any remedies or rights afforded by Nevada law, cancel the NOA/contract with respect to any executory obligations.

### All rights and remedies are cumulative with one another and with those provided by law, and exercise of one remedy or right is not a waiver of the right to pursue any other right or remedy afforded.

### Penalties provided under Nevada law shall be limited to those in effect on the effective date of the NOA/contract (Refer to NRS 333.365).

### Either party, as a prevailing party to any arbitration or other action regarding the enforcement of the NOA/contract, is entitled to reasonable attorney’s fees and costs.

### It is specifically agreed that reasonable attorneys' fees shall include without limitation One hundred twenty-five dollars ($125) per hour for State-employed attorneys.

### The State may set off consideration against any unpaid obligation of the vendor to any State agency.

## LIMITED LIABILITY

### The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases.

### NOA/contract liability of both parties shall not be subject to punitive damages.

## WAIVER OF BREACH

A failure to assert any right or remedy available to a party under the NOA/contract, or a waiver of the rights or remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under the NOA/contract, unless such waiver is contained in a writing signed by the waiving party.

## SEVERABILITY

If any provision contained in the NOA/contract is held to be unenforceable by a court of law or equity, the NOA/contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of the NOA/contract unenforceable.

## ASSIGNMENT/DELEGATION

### To the extent that any assignment of any right under the NOA/contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of the NOA/contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of the NOA/contract.

### No duties of either party may be delegated without written consent by the other party, and any such consent does not in any way affect the liability of the delegating party, unless the writing so states.

## FORCE MAJEURE

### Neither party shall be deemed to be in violation of this NOA/contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms.

### In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the NOA/contract after the intervening cause ceases.

## GOVERNING LAW; JURISDICTION

### This NOA/contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, including, without limitation, Nevada's UCC (NRS Chapter 104) in effect on the date of the NOA/contract.

### The parties consent to the jurisdiction and venue of the First Judicial District Court, Carson City, Nevada for enforcement of the NOA/contract.

## ENTIRE AGREEMENT; CONFLICT WITH OTHER DOCUMENTS

### The NOA/contract (including all incorporated attachments) is intended by the parties as the final expression of their agreement and is the complete and exclusive statement of the terms hereof.

### All prior agreements are superseded and excluded.

### Prices, quantities, dates, and places of deliveries and means of transportation may be fixed by attachments to the NOA/contract.

### Except as previously stated, if any term in any incorporated attachment or in any vendor's invoice contradicts or negates a term in the NOA/contract, the NOA/contract shall control.

### All amendments must be in writing and signed by the parties.

## ENERGY STAR LABEL

### In accordance with NRS 333.4611, the State of Nevada, Purchasing Division shall require the purchase of new appliances, equipment, lighting and other devices that use electricity, natural gas, propane or oil, have received the Energy Star label pursuant to the program established pursuant to 42 U.S.C. 6294a or its successor, or meet the requirements established pursuant to 48 C.F.R. 23.203.

### These standards do not apply insofar as:

#### No items in a given class have been evaluated to determine whether they are eligible to receive the Energy Star label or have been designated by the Federal Government to meet the requirements established pursuant to 48 C.F.R. 23.302 or

#### The purchase of these items that have received the Energy Star label would not be cost-effective in an individual instance, comparing the cost of the items to the cost of the amount of energy that will be saved over the useful life of the item.

## TERM

### In accordance with NRS 333.280, the Purchasing Division may enter into a contract for the furnishing of goods for not more than two (2) years.

### The original terms of a contract may be extended annually thereafter if the conditions for extension are specified in this solicitation, and the Purchasing Division determines that an extension is in the best interest of the State.

## PREFERENCES PER NRS 333.290 AND NRS 333.410

NRS 333.290 grants a preference to materials and supplies that can be supplied from a “charitable, reformatory or penal institution of the State” that produces such goods or services through the labor of inmates. The Administrator reserves the right to secure these goods, materials or supplies from any such eligible institution, if they can be secured of equal quality and at prices not higher than those of the lowest acceptable bid received in response to this solicitation. In addition, NRS 333.410 grants a preference to commodities or services that institutions of the State are prepared to supply through the labor of inmates. The Administrator will apply the preferences stated in NRS 333.290 and 333.410 to the extent applicable.

## INSURANCE

### Automobile Liability, as stated below, is required only if the commodity is being delivered to the State by the vendor.

### If the commodity is being shipped by common carrier, automobile liability will not be required.

### Vendor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required.

### The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

#### Automobile Liability

##### Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this NOA/contract.

##### Combined Single Limit (CSL) $1,000,000

# SUBMISSION CHECKLIST

## This checklist is provided for the vendor’s convenience only and identifies documents that MUST be submitted with each package in order to be considered responsive.

## Any bids received without these requisite documents may be deemed non-responsive and not considered for NOA/contract.

|  |  |  |
| --- | --- | --- |
| **Bid Submission Requirements** | | **Completed** |
| Required number of copies of the Bid as per ***Section 7.1.1 General Submission Requirements*** | |  |
| Attachment A | Vendor Information Sheet, Completed and Signed |  |
| Attachment B | Financial and Delivery Terms and Conditions, Completed and Signed |  |
| Attachment C | Item Specifications, Completed and Signed |  |
| Attachment D | Vendor Authorization and Certifications, Signed |  |
| Attachment E | Certification of Compliance with Item Specifications and ITB Terms and Conditions, Completed, Initialed and Signed |  |
| Amendment Signature Pages, Signed (If applicable) | |  |

**ATTACHMENT A – VENDOR INFORMATION SHEET FOR ITB 8521**

**Vendor Must:**

1. Provide all requested information in the space(s) provided next to each numbered question;
2. Type or legibly print responses; and
3. Include this Vendor Information Sheet with the ITB package.

|  |  |  |
| --- | --- | --- |
| V1 | Company Name |  |

|  |  |  |
| --- | --- | --- |
| V2 | Contact Name |  |

|  |  |  |
| --- | --- | --- |
| V3 | Street Address |  |

|  |  |  |
| --- | --- | --- |
| V4 | City, State, ZIP |  |

|  |  |  |  |
| --- | --- | --- | --- |
| V5 | Telephone Number | | |
| Area Code: | Number: | Extension: |

|  |  |  |  |
| --- | --- | --- | --- |
| V6 | Facsimile Number | | |
| Area Code: | Number: | Extension: |

|  |  |  |
| --- | --- | --- |
| V7 | Email Address: |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| V8 | ***Preferred Method for Receiving Documents? (Check One)*** | | | |
| Email: |  | Fax: |  |

|  |  |  |
| --- | --- | --- |
| V9 | ***Name of Individual Authorized to Bind the Organization*** | |
| Name: | Title: |

|  |  |  |
| --- | --- | --- |
| V10 | Signature ***(Individual must be legally authorized to bind the vendor)*** | |
| Signature: | Date: |

While there are no set asides in the State of Nevada or preferences for Minority Business Enterprise, Women Owned Business and Small Business, we encourage those vendors to compete for State business at every opportunity and we make every effort to contact these businesses when opportunities arise; therefore, if in your judgment your business fits within these categories, please so identify under the appropriate category below.

|  |  |
| --- | --- |
| V11 | **Minority Owned** |
|  |

|  |  |
| --- | --- |
| V12 | **Women Owned** |
|  |

**This document must be submitted with the ITB package.**

|  |  |
| --- | --- |
| V13 | **Small Business** |
|  |

**This document must be submitted with the ITB package.**

|  |  |
| --- | --- |
| V14 | **Veteran with a Service Connected Disability** |
|  |

**This document must be submitted with the ITB package.**

**This document must be submitted with the ITB package.**

**This Attachment must be submitted with the ITB package.**

**ATTACHMENT B – FINANCIAL AND DELIVERY TERMS AND CONDITIONS**

***Please type or legibly print required information.***

**PAYMENT**

The State generally pays within 30-45 days upon receipt of invoice and the using agency’s approval.

|  |  |
| --- | --- |
| Vendor’s Payment Terms: |  |

Prompt payment discount periods equal to (or greater than) 30 calendar days will receive consideration and bid pricing will be reduced **(*for evaluation purposes only*)** by the amount of that discount(s).

|  |  |
| --- | --- |
| Vendor’s Prompt Payment Discount Offered: |  |

Vendor’s prices contained in this bid are subject to acceptance within**:**

|  |  |
| --- | --- |
|  | Calendar Days |

**BILLING**

The current card available for State agency use is a MasterCard product.

Purchasing (Credit) Cards Accepted (Check Appropriate Box)

|  |  |
| --- | --- |
| **YES** | **NO** |
|  |  |

|  |  |
| --- | --- |
| Identify percentage of payment discount for transactions involving card use: | % |

**DELIVERY**

Delivery will be completed within how many calendar days after receipt of purchase order:

|  |  |
| --- | --- |
|  | Calendar Days |

|  |  |  |  |
| --- | --- | --- | --- |
|  | | |  |
| Vendor Company Name | | |  |
|  |  |  |  |
| Vendor Signature |  |  |  |
|  |  |  |  |
| Print Name |  |  | Date |

**This Attachment must be submitted with the ITB package.**

**ATTACHMENT C – ITEM SPECIFICATIONS**

***Please type or legibly print required information.***

| **Item**  **No.** | **Description** | **Quantity** | **Unit**  **Price** | **Extended**  **Price** | **MSRP**  **Price** |
| --- | --- | --- | --- | --- | --- |
| 1 | **Merry X-Ray Integrity 1000 FT System**  System to include the following:  **Floor Mount Tubestand**   * 10 ft floor mounted platform * Rotational base, 180° with 90° detents * Transverse tubearm with 9.75 in travel * Angulation dial, operator handgrips and electric locks * Platform tube mount * UL Classified   **Four-Way Float-Top Table**   * Four-way float top table with foot treadle control * 400 lb. rated patient load * +/- 5 in. transverse travel, 32 in. longitudinal travel * 84 in. x 30 in. table top, table height 31.5 in. * Grid cabinet * Grid: 10:1 ratio, 103 LPI * Heavy-duty cassette tray 03092   **Wallstand Package**   * Counterbalanced column, floor-to-wall mounted * Grid cabinet * Grid: 10:1 ratio, 103 LPI * Heavy-duty cassette tray 03092 * Load side will be determined at time of installation * Electric locks   **Cables**   * 20 ft. high voltage cables, 150 kVp   **MXR 300E High Frequency Generator**   * 20 kHz, 30 kW high frequency (HF) generator * Six mA stations: 50S, 100S, 150L, 200L, 250L, 300L * mAs range: 0.5-400 mAs with 76 mAs selections * Operates from 1 phase, 230-250VAC electric service * Upgrade to 500mA, Anatomical Programming and Step-up Transformer * Standard X-Ray Tube (C458) * 1.0 – 2.0mm focal spots, 140,000 heat units * Collimator (D800) * Certified manual collimator, 125 kVp swivel mount   **Carestream Vita Flex 45/pph Computed Radiography System (#FLEX45)**   * Carestream Vita Flex 45 CR Reader * HP 800SFF RAID 1 (2x1TB) * HP 22: LCD (2.0MP) * Carestream Image Suite Version 4 Medical Acquisition Software * Grid Detection and Suppression Software * Black Surround Masking Software * Exposure/Positioning Guides * Modality Worklist * Remote Patient Entry Software * HL7 Integration Software * (2) 14” x 17” Cassettes with GP2 Imaging Plates * (2) 10” x 12” Cassettes with GP2 Imaging Plates   **Image Suite WebPACS**   * PACS Software installed on same acquire PC (RAID 1 2x1TB) * Four (4) Concurrent User Licenses * Web-based Viewing Software with Full tool Sets | 1 |  |  |  |
| **Specify Manufacturer and Model Bid:** | |  | | | |
| 2 | **Installation/Labor *(refer to Section 3.4.4)*** | 1 |  |  |  |
| 3 | **Estimated shipping charge (if applicable)** | 1 |  |  |  |
| ***TOTAL DOLLAR AMOUNT*** | | | |  | |

**ADDITIONAL REQUIREMENT(S)**

**By signing below Vendor certifies compliance with the Item Specifications as described, or**

**By signing below Vendors proposing alternative products or models certify the alternative products or models:**

1. **Meet or exceed the Item Specifications;**
2. **Have clearly identified the exception to the Item Specification in Attachment E, Certification of Compliance with Item Specifications and ITB Terms and Conditions; and**
3. **Provided supporting documentation to substantiate the substitution.**

|  |  |  |  |
| --- | --- | --- | --- |
|  | | |  |
| Vendor Company Name | | |  |
|  |  |  |  |
| Vendor Signature |  |  |  |
|  |  |  |  |
| Print Name |  |  | Date |

**This Attachment must be submitted with the ITB package.**

**ATTACHMENT D – VENDOR AUTHORIZATION AND CERTIFICATIONS**

Vendor agrees and will comply with the following:

1. The vendor is duly organized, validly existing, and in good standing under the appropriate laws with full power and authority to conduct the business that it presently conducts in the State of Nevada.
2. The vendor has the legal power and right to enter into and perform the contract.
3. Consummation of the transactions contemplated by the NOA/contract will not violate any provision of law, or any of the vendors governing documents (articles of incorporation, partnership contract, etc).
4. Execution of the NOA/contract and all documents provided for in the NOA/contract by the vendor and its delivery to the State have been duly authorized by the board of directors or managing agents of the vendor and no further action is necessary on the vendor's part to make the NOA/contract valid and binding on the vendor in accordance with its terms.
5. The vendor has obtained all licenses and permits to perform all of its requirements under the NOA/contract, and is current on all tax obligations to the State of Nevada or any other governmental entity in Nevada.
6. Any and all prices that may be charged under the terms of the NOA/Contract do not and will not violate any applicable existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the NOA/contract.
7. All proposed capabilities can be demonstrated by the vendor.
8. The price(s) and amount of this bid have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other Contractor, vendor or potential vendor.
9. No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid. All bids must be made in good faith and without collusion.
10. All conditions and provisions of this ITB are deemed to be accepted by the vendor and incorporated by reference in the bid, except such conditions and provisions that the vendor expressly excludes in the bid. Any exclusion must be in writing and included in the bid at the time of submission.
11. Each vendor must disclose any existing or potential conflict of interest relative to the performance of the ITB. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a response to this ITB, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any intention or unintentional concealment, failure to disclose or obfuscation of a conflict of interest will automatically result in the disqualification of a vendor’s bid. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State’s selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
12. Vendor understands and acknowledges that the representations within their bid are material and important, and will be relied on by the State in evaluation of the bid. Any vendor misrepresentations or failures to disclose may be treated as fraud or fraudulent concealment from the State of the true facts relating to the bid.
13. The bid must be signed by the individual(s) legally authorized to bind the vendor.

|  |  |  |  |
| --- | --- | --- | --- |
|  | | |  |
| Vendor Company Name | | |  |
|  |  |  |  |
| Vendor Signature |  |  |  |
|  |  |  |  |
| Print Name |  |  | Date |

**This Attachment must be submitted with the ITB package.**

**ATTACHMENT E – CERTIFICATION OF COMPLIANCE**

**WITH ITEM SPECIFICATIONS AND ITB TERMS AND CONDITIONS**

I have read, understand and agree to comply with Item Specifications and ***all*** terms and conditions specified in this Invitation to Bid.

|  |  |  |
| --- | --- | --- |
| YES |  | **I AGREE** to comply with the Item Specifications, terms and conditions specified in this ITB. |

|  |  |  |
| --- | --- | --- |
| NO |  | **I DO NOT AGREE** to comply with the Item Specifications and terms and conditions specified in this ITB. |

If the exception requires a change in the Item Specifications or terms in any section of the ITB, or any incorporated documents, vendors ***must*** provide the alternate item specifications or specific language that is being proposed in the table below. An exception to the Item Specification proposing an alternate item specification ***must*** include documentation substantiating the alternate item meets or exceeds the original item specification. If vendors do not specify an exception at time of bid submission the State will not consider alternate item specifications or terms and conditions.

|  |  |  |  |
| --- | --- | --- | --- |
|  | | |  |
| Vendor Name | | |  |
|  |  |  |  |
| Vendor Signature |  |  |  |
|  |  |  |  |
| Print Name |  |  | Date |

**EXCEPTION SUMMARY FORM**

***Vendors MUST use the following format***. ***Attach additional sheets if necessary***.

***Please type or legibly print****.*

| **#** | **ITB SECTION NUMBER** | **EXCEPTION**  **(Complete detail regarding exceptions must be identified)** |
| --- | --- | --- |
|  |  |  |
|  |  |  |
|  |  |  |

**This Attachment must be submitted with the ITB package.**