



Administered by University of Maine Office of  
Strategic Procurement  
Request for Bid (RFB)

RFB# 65-18

Panoramic Machine and Digital Sensor Bundle

**Issued Date:** May 1, 2018

**Response Deadline Date/Time:** May 15, 2018, 2:00 p.m. EST

**Response Submission Information:**

Submitted electronically to james.m.gilmore@maine.edu  
Email Subject Line – Panoramic Machine and Digital Sensor Bundle  
RFB# 65-18

**Response Contact Information:**

Strategic Sourcing Manager (SSM): Jim Gilmore  
Email: james.m.gilmore@maine.edu

Contents

1.0 General Information..... 3

2.0 Bid Terms..... 8

    2.1 Payment Terms ..... 8

        2.2 Pricing ..... 8

        2.3 Invoices..... 8

        2.4 Contact – Post Award..... 8

        2.5 Product / Service Delivery..... 9

        2.6 Order of Precedence..... 9

Appendix A – University of Maine System Response Cover Page..... 10

Appendix B – Debarment, Performance and Non-Collusion Certification..... 12

Appendix C – Required Cost Evaluation Exhibits..... 13

## 1.0 General Information

### 1.1.1 Definitions

The University of Maine System will hereinafter be referred to as the "University." Respondents to the document shall be referred to as "Respondent(s)" or "Respondent".

The Respondent to whom the Agreement is awarded shall be referred to as the "Contractor."

The University of Maine System and other components of the University shall be referred to as "Multi-Institution".

### 1.1.2 Purpose

The University of Maine Augusta, Bangor Campus, is seeking responses to provide a dental panoramic machine and digital sensor bundle as defined in this document. This document provides instructions for submitting responses and the contractual terms which will govern the relationship between the University and the awarded Respondent(s).

Respondents should review **1.1.4 Specifications / Scope of Work** of this document to see the full Scope of Services/Products required.

Though this document is primarily for University of Maine Augusta, Bangor Campus, all campuses in the University of Maine System must be afforded the use of this solution, with all the same terms and conditions applicable to the various University locations.

### 1.1.3 Communication with the University

It is the responsibility of the Respondent to inquire about any requirement of this document that is not understood. Responses to inquiries, if they change or clarify the document in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the document. Addenda will also be posted on our web site, [www.maine.edu/strategic/upcoming\\_bids.php](http://www.maine.edu/strategic/upcoming_bids.php)

It is the responsibility of all Respondents to check the web site before submitting a response to ensure that they have all pertinent documents. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made using the **Response Contact Information** provided on the cover sheet of this document.

#### 1.1.4 Scope of Work

Requested Product:

**Kavo Kerr – Orthopantomograph OP2D ( Qty: 1 )**

*Product Specifications:* Stable 5-point patient positioning

Adjustable anterior layer position with 3 positioning lights

High Resolution CCD imaging sensor

V-shaped collimation optimizes image quality

Versatile software tools to enhance diagnostic capabilities

Tube Voltage: 63-81kV

Tube Current: 6-12mA with 220-240 VAC

Nominal Voltage: 100-125VAC or 220-240VAC, 50/60Hz

HU Capacity: 30kJ, 42 000HU

Minimum Total Filtration: 2.6mm Al

Wheelchair accessible

Image Detector: CCD

Sensor Pixel Size: 48 um

Image Pixel Size: 96 um

Image Field Height: 147.5mm

Exposure Time: 5-12s

Imaging Programs: Standard, Pediatric, Segmented, TMJ

Lateral, Bitewing

Weight: 265 lbs

**Kavo Kerr – Dexis Platinum Digital X-Ray Sensors ( Qty: 6 )**

*Product Specifications:* Direct USB connectivity

TrueComfort design

WiseAngle cable exit

PureImage technology

ScatterGuard

One size fits all-single sensor concept

Case presentation using the free DEXIS go iPad app

DEXIS Integrator works with all major practice management programs

**Dexis – Dexis Software Starter Bundle with Training ( Qty: 1 )**

*Product Specifications:* Software for initial installation of Dexis Platinum Digital X-Ray Sensors

**Dexis – Dexis Platinum Sensor Holder Kit ( Qty: 10 )**

*Product Specifications:* Sensor holder kits compatible with Dexis Platinum sensors

Autoclavable items

Includes all sensor holders for FMX with Desis Platinum sensors

**Bid Must Include:**

- Removal of existing Gendex Panoramic machine
- Installation of Panoramic Machine
- Installation of equipment software
- Description of Manufacturer warranty with any additional warranty provided by Supplier
- Trained representative available to present a learning demonstration to staff and faculty located at the University of Maine at Augusta-Bangor campus (the month of August-exact date TBD)
- Trained representative available to do an additional equipment demonstration if needed at a later date located at the University of Maine at Augusta-Bangor campus

- Have trained representative available to respond to request for service by either phone or email within 48 hours
- Any additional software/equipment needed for the installation of the above equipment
- Equipment **must be received and installed before June 15, 2018**, with hands on training immediately following installation.

**1.1.5 Evaluation Criteria**

Award will be made to the low bidder provided that all other requirements are satisfactorily met, as outlined in the scope of work section of this document.

No Best and Final Offers: The University will not seek a best and final offer from any Bidder in this procurement process. All bidders are expected to provide their best value pricing with the submission of their proposal.

**1.1.6 Timeline of Key Events**

Reference Section	Event Name	Event Due Date
Section 1.1.3	Deadline for Written Inquiries/Questions	May 7, 2018 EOB
Section 1.1.3	Response to Written Inquiries/Questions	May 10, 2018 EOB
Section 1.1.3	Deadline for Bid Submission	May 15, 2018 EOB
Section 2.4	Award Announcement (subject to change)	May 18, 2018

**1.1.7 Confidentiality**

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of submitting a response under this section, a respondent must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.

The information contained in responses submitted for the University's consideration will be held in confidence until all evaluations are concluded and a

Respondent selected (the successful Respondent). At that time the University will issue award notice letters to all participating Respondents and all Respondents' responses may be made available to participating Respondents upon request. Such request must be made by submitting a written request to the individual noted in the Response Contact Information shown on the cover sheet of this document, with a copy of the request provided to the other Respondents. Such requests are public records.

After the protest period has passed and the Agreement is fully executed, responses will be available for public inspection upon request.

Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information that meets the definition of "trade secret" under Maine law. Clearly mark any portion of your submitted materials which are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act. Failure to so identify as trade secret will authorize the University to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless the University in any and all legal actions that seek to compel the University to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between the University and your entity.

#### 1.1.8 Costs of Preparation

Respondent assumes all costs of preparation of the response and any presentations necessary to the response process.

#### 1.1.9 Authorization

Any Agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Office of Strategic Procurement, Chief Procurement Officer and it is not approved, valid or effective until such written approval is granted.

#### 1.1.10 Multi-Institutional

The University of Maine System, Office of Strategic Procurement reserves the right to authorize other University Institutions to use the Agreement(s) resulting from this document, if it is deemed to be beneficial for the University to do so.

#### 1.1.11 Pricing

All prices provided shall remain firm for the entire term of the agreement. Refer to **Appendix B** for specific bid instructions/requirements.

#### 1.1.12 Evaluation Criteria

Award will be made to the low respondent provided that all other requirements are satisfactorily met, including receipt of bid as outlined in **Appendix B**.

The University will NOT seek a best and final offer (BAFO) from any Respondent in this procurement process. All Respondents are expected to provide their best

value pricing with the submission of their response. Respondents will NOT be given another opportunity to modify pricing once submitted.

#### 1.1.13 Bid Submission

A SIGNED copy of this bid document must be submitted to the Office of Strategic Procurement as follows:

1. Completion of **Appendix A. Appendix A** must be SIGNED as part of the submission.
2. Completion of **Appendix B. Appendix B** must be SIGNED as part of the submission.
3. Bid submission will be submitted electronically to the Email provided in the Contact section of the cover page of this document.
4. Electronic submission must be received by the required Response Deadline/Time reflected on the cover page of this document.
5. Respondent may attached company bid to their submission as supporting information. Respondent is still required to complete **Appendix C.**

## 2.0 Bid Terms

### 2.1 Payment Terms

Payment shall be made upon submittal of an electronic invoice to the University by the Contractor on a net 30 basis unless discount terms are offered. In the event there is a discrepancy with the invoice, payment terms shall be effective starting on the date the discrepancy is resolved, for only that portion of the invoice that is disputed. Invoices must include a purchase order number.

### 2.2 Pricing:

All prices quoted shall remain firm for the entire term of the agreement.

### 2.3 Invoices

Unless otherwise specified in an attachment hereto, invoices and questions regarding invoices will be directed to:

University of Maine System  
Accounts Payable  
PO Box 533  
Bangor, ME 04402

Phone: [207-581-2692](tel:207-581-2692)  
Fax: [207-581-2698](tel:207-581-2698)  
Email: [UMAP@maine.edu](mailto:UMAP@maine.edu)

### 2.4 Contact – Post Award

Unless otherwise specified in an attachment hereto, the awarded respondent will Email any notice to the person(s) listed below. This person will serve as receipt of the delivery of the product / service.

**Contact Name:** Danica Loring  
**Email:** danica.meunier@maine.edu  
**Telephone:** (207) 262-7885



**2.5** Product / Service Delivery

The following detail the product / service delivery requirements to the awarded respondent. As part of the submission of the bid the awarded respondent is committing to these requirements.

**Delivery: Equipment must be received and installed before June 15, 2018**

**Other:** Vendor is required to deliver all license/maintenance keys and documentation necessary to support the usage and record of the University of Maine System acquisition within the delivery date/time specified above.

**2.6** Order of Precedence

In the event of any conflicts among the bid documents the following order of precedence shall apply:

- A. This Request for Bid (RFB).
- B. Appendix A – University of Maine System Bid Vendor Page
- C. Appendix B – Debarment, Performance and Non-Collusion Certification
- D. Appendix C - Pricing

## Appendix A – University of Maine System Response Cover Page

RFB # 65-18  
Panoramic Machine and Digital Sensor Bundle

Organization Name:	
Chief Executive – Name/Title:	
Telephone:	
Fax:	
Email:	
Headquarters Street Address:	
Headquarters City/State/Zip:	
Lead Point of Contact for Quote – Name/Title:	
Telephone:	
Fax:	
Email:	
Street Address:	
City/State/Zip:	

1. This pricing structure contained herein will remain firm for a period of 90 days from the date and time of the quote deadline date.
2. No personnel currently employed by the University or any other University agency participated, either directly or indirectly, in any activities relating to the preparation of the Respondent's response.
3. No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a response.
4. The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.
5. By submitting a response to a Request for Proposal, bid or other offer to do business with the University your entity understands and agrees that:
  - a. The Agreement provisions in **Section 1.2.1.2** of this document will not be modified and are thereby incorporated into any agreement entered into between University and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
  - b. The above Agreement provisions in **Section 1.2.1.2** of this document will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
  - c. Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University's employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of the Agreement shall apply.
  - d. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

*To the best of my knowledge all information provided in the enclosed response, both programmatic and financial, is complete and accurate at the time of submission.*

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title (Printed)

\_\_\_\_\_  
Authorized Signature

## Appendix B – Debarment, Performance and Non-Collusion Certification

**University of Maine System**  
**DEBARMENT, PERFORMANCE and NON-COLLUSION**  
**CERTIFICATION**  
RFB # 65-18  
Panoramic Machine and Digital Sensor Bundle

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
  - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
  - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
  - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

**Failure to provide this certification may result in the disqualification of the Respondent’s proposal, at the University’s discretion.**

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title (Printed)

\_\_\_\_\_  
Authorized Signature

## Appendix C – Required Cost Evaluation Exhibits

### University of Maine System COST EVALUATION

#### RFB # 65-18 Panoramic Machine and Digital Sensor Bundle

#### GENERAL INSTRUCTIONS:

1. The Respondent must submit a cost response that covers the entire period of the Agreement, including any optional renewal periods.
2. The cost response shall include the costs necessary for the Respondent to fully comply with the Agreement terms and conditions and requirements. **Note regarding total cost of ownership:** This “cost” will encompass the entire solution pricing along with all products and services offered as part of the solution.
3. Failure to provide the requested information and to follow the required cost response format provided in Appendix C may result in the exclusion of the Response from consideration, at the discretion of the University. You can add rows and columns required to insert additional information. If a particular cost table is not required as part of your response simply leave it blank.
4. No costs related to the preparation of the Response for this document or to the negotiation of the Agreement with the University may be included in the Response. Only costs to be incurred after the Agreement effective date that are specifically related to the implementation or operation of contracted services may be included.
5. Identify all costs by year, to be charged for performing the services necessary to accomplish the objectives of this document.
6. If there are additional options or services that are not included in the offering, they must be identified and itemized as “optional” and include a description of the product or service and the costs of the option. All items identified in the response (including third party items required) will be considered free add-ons to the proposed solution at the prices included in this response unless expressly stated otherwise.
7. Respondents are encouraged to provide additional price incentives for providing an enterprise solution, multi-year or award of multiple institutions.
8. Pricing will be guaranteed by the vendor for the term of the Agreement.
9. The University will NOT seek a best and final offer (BAFO) from any Respondent in this procurement process. All Respondents are expected to provide their best value pricing with the submission of their response. Respondents will NOT be given another opportunity to modify pricing once submitted.
10. An **MS Excel Version** must be included in your final submission for all of these tables. For a copy of the excel version, email the contact provided on the cover page of this document.