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
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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

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

<table>
<thead>
<tr>
<th>Reference Section</th>
<th>Event Name</th>
<th>Event Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 1.1.3</td>
<td>Deadline for Written Inquiries/Questions</td>
<td>May 7, 2018 EOB</td>
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<tr>
<td>Section 1.1.3</td>
<td>Response to Written Inquiries/Questions</td>
<td>May 10, 2018 EOB</td>
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<td>Section 1.1.3</td>
<td>Deadline for Bid Submission</td>
<td>May 15, 2018 EOB</td>
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<tr>
<td>Section 2.4</td>
<td>Award Announcement (subject to change)</td>
<td>May 18, 2018</td>
</tr>
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### 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
Fax: 207-581-2698
Email: 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

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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
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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
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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.