



Administered by University of Maine System
Office of Strategic Procurement
Request for Proposal (RFP)

High Speed Camera Purchase
RFP #2021-018

Issued Date: 12/11/2020

Response Deadline Date/Time: 1/8/2021, 11:59 p.m. EST

Response Submission Information:

Submitted electronically to UMSResponses@maine.edu
Email Subject Line – DH: High Speed Camera Purchase - RFP#2021-018

Response Contact Information:

Strategic Sourcing Manager (SSM): Derek Houtman
Email: UMSResponses@maine.edu Phone: (207) 852-1372

Table of Contents

1.0 INTRODUCTION..... 3

1.1 Definitions, Background, Purpose and Specifications..... 3

1.2 General Information..... 6

1.3 General Submission Provisions 10

2.0 EVALUATION AND AWARD PROCESS..... 12

2.1 Evaluation Criteria 12

2.2 Award 13

2.3 Negotiations 13

2.4 Award Protest 13

3.0 RESPONSE FORMAT REQUIREMENTS..... 14

3.1 General Format Instructions 14

3.2 Response Format Instructions..... 14

Appendix A – University of Maine System Response Cover Page..... 16

Appendix B – Debarment, Performance and Non-Collusion Certification..... 18

Appendix C – Required Cost Evaluation 19

Appendix D – Standard Purchase Order Terms and Conditions 20

Appendix E – Evaluation Questions - Specifications and Options 21

Appendix F – Evaluation Questions – Implementation, Training, Support 22

Appendix G – Small Disadvantaged Business Status 22

1.0 INTRODUCTION

1.1 Definitions, Background, Purpose and Specifications

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 Background

Overview

Established in 1968, the University of Maine System (UMS) unites six distinctive public universities, comprising 10 campuses and numerous centers, in the common purpose of providing quality higher education while delivering on its traditional tripartite mission of teaching, research, and public service.

A comprehensive public institution of higher education, UMS serves more than 30,000 students annually and is supported by the efforts of more than 2,000 full-time and part-time faculty, more than 3,000 regular full-time and part-time staff, and a complement of part-time temporary (adjunct) faculty.

Reaching more than 500,000 people annually through educational and cultural offerings, the University of Maine System also benefits from more than two-thirds of its alumni population residing within the state; more than 123,000 individuals.

The System consists of six universities: The University of Maine (UMaine), including its regional campus the University of Maine at Machias (UMM); the University of Maine at Augusta (UMA); the University of Maine at Farmington (UMF); the University of Maine at Fort Kent (UMFK), the University of Maine at Presque Isle (UMPI); and the University of Southern Maine (USM). The System also includes the University of Maine School of Law and the University of Maine Graduate and Professional Center.

Campus thumbnails

University of Maine

The University of Maine, founded in Orono in 1865, is the state's land grant and sea grant university. As the state's only public research university, UMaine has a statewide mission of teaching, research and economic development, and community service. UMaine is among the most comprehensive higher education institutions in the Northeast with nearly 100 majors and academic programs. It attracts students from Maine and 49 other states, and more than 60 countries. It currently enrolls more than 11,400 undergraduate and graduate students who can directly participate in research, working with world-class scholars. UMaine offers more than 100 degree programs through which students can earn graduate certificates, master's, doctoral or professional science master's degrees. The university promotes environmental stewardship, with substantial efforts

campuswide aimed at conserving energy, recycling and adhering to green building standards in new construction.

University of Southern Maine

Known for its academic excellence and student focus, the University of Southern Maine (USM) is a community-engaged university taking advantage of its three-campus location in the economic and cultural heart of Maine to provide unmatched, authentic, hands-on learning experiences. This gives our graduates a leg up in launching their careers while at the same time meeting the workplace needs of our region and state.

Our significant financial and academic support provides our students access to a high quality education, helps ensure their success once they are here and enables them to pursue and realize their dreams upon graduation.

Reflecting the community it serves, USM has become known as “the University of Everyone,” welcoming a diverse mix of ages, backgrounds and income levels to our 8,000 plus student body. Ranging from traditional high school graduates to adults completing their degree, from high achievers to those who may not have seen a college education in their future, from new Mainers to veterans who have served our nation, the University of Southern Maine supports their academic pursuits and encourages their advancement.

1.1.3 Purpose

The University of Southern Maine is seeking responses to provide a High Speed Camera as defined in this document. This document provides instructions for submitting responses, the procedure and criteria by which the Respondent(s) will be selected, and the contractual terms which will govern the relationship between the University and the awarded Respondent(s).

The intended application for the high-speed camera is to observe and quantify the evolution of fuel sprays within a high pressure and temperature constant volume chamber. The camera will be an integral component of the diagnostics platform and will enable high speed imaging of spray behavior using various optical techniques including Schlieren imaging, planar-laser induced fluorescence and shadowgraph particle translation analysis. The camera will be fix-mounted on an optical platform and used to capture single injection events at times scales lasting 10-100 ms.

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

1.1.4 Specifications / Scope of Work

The specifications below provide a baseline requirement for the operation and performance of high-speed imaging hardware, software and ancillary components to meet University of Maine requirements. Respondents are encouraged to submit multiple camera options for the University to consider. For each vendor, the University will identify the camera that best suits its needs and will ultimately score the highest, to evaluate.

Minimum Technical Requirements:

- Optical Detector: Monochromatic CMOS
- Optical Resolution: 1920X1080 pixels @ 5,000fps or 1344X984 @ 8,000fs
- Maximum frame rate: 250,000 fps
- Light sensitivity (Gain off): 10,000
- Total on-board memory: 18 GB
- Total Internal SSD: 500 GB

Minimum Environmental Requirements

- Nominal 110Vac power consumption
- 3/8" X 16 tripod mount
- -10°C to +50°C temperature range

Minimum Ancillary Component Requirements

- High-speed data transfer: 1Gb/s
- PC video motion analysis software
- Synchronized data acquisition: USB DAQ or TTL trigger with sync @ 20kHz

Quality Assurance Provisions

- 1 year product warranty required
- Acceptance of equipment subject to 1 week receiving inspection approval

1.2 General Information

1.2.1 Contract Administration and Conditions

1.2.1.1 The winning Respondent will be required to come to agreement with the University on any terms and conditions that apply to the purchase. The University's standard Purchase Order Terms and Conditions are listed in Appendix D and the respondent must identify any terms and conditions listed in Appendix D that they will be unable to agree to. The University's General Counsel's Office will review the winning respondent's terms and conditions and request changes if necessary. If the University and the winning Respondent are unable to come to agreement on the terms and conditions that apply to the purchase, the award will be rescinded.

In the event of a conflict of terms the following precedence will apply:

1. Purchase Agreement with mutually agreed upon Terms and Conditions
2. The University's RFP
3. Respondent's Submission
4. Purchase Order or Letter of Agreement

1.2.1.2 The University, due to its public nature, will not :

- a. Provide any defense, hold harmless or indemnity;
- b. Waive any statutory or constitutional immunity;
- c. Apply the law of a state other than Maine;
- d. Procure types or amounts of insurance beyond those UMS already maintains or waive any rights of subrogation.
- e. Add any entity as an additional insured to UMS policies of insurance;
- f. Pay attorneys' fees, costs, expenses or liquidated damages;
- g. Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
- h. Permit an entity to change unilaterally any term or condition once the contract is signed;
- i. Accept any references to terms and conditions, privacy policies or any other websites, documents or conditions referenced outside of the contract; or

1.2.1.3 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 above Agreement provisions (**Section 1.2.1.2**) 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 (**Section 1.2.1.2**) 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.

1.2.2 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. Refer to table in **Section 1.3.1 Timeline of Key Events** for deadline requirements.

1.2.3 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.

1.2.4 Costs of Preparation

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

1.2.5 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.

1.2.6 Pricing

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

1.2.7 Employees

The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Agreement Administrator or designee, notifies the Contractor in writing that any person employed on this Agreement is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Agreement without the prior written consent of the Agreement Administrator.

1.2.8 Environment Compliance

In the event that the resulting Agreement involves the generation, transportation, handling, disposal, and/or other operations or activities in relation to toxic, hazardous, radioactive, or otherwise dangerous gases, vapors, fumes, acids, alkali's, chemicals, wastes or contaminants and/or other substance, material or condition, the Contractor agrees to indemnify save harmless and defend the University from and against all liabilities, claims, damages, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees) which the University may hereafter incur as a result of death or bodily injuries or damage to any property, contamination of or adverse effects of the environment or any violation of state or federal regulations

or laws (including without limitation the Resources Conservation and Recovery Act, the Hazardous Material Transportation Act or the Superfund Amendment and Reauthorization Act, as the same now exists or may hereafter be amended) or order based on or arising in whole or in part from the Contractor's performance under the Agreement, provided, however the Contractor shall not indemnify the University for any liabilities, claims, damages, (as set forth above) caused by or arising out of the sole negligence of the University, or arising out of any area of responsibility not attributable to Contractor.

1.2.9 Specification Protest Process and Remedies:

If a Respondent feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement to the email address provided on the cover page of this document. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the proposal may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the Deadline for Proposal Submission noted in Section 1.3.1. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications.

1.3 General Submission Provisions

1.3.1 Timeline of Key Events

Reference Section	Event Name	Event Due Date
Section 1.2.2	Deadline for Written Inquiries/Questions	12/18/2020
Section 1.2.2	Response to Written Inquiries/Questions	12/23/2020
Section 1.2.2	Deadline for Proposal Submission	1/8/2021
Section 2.2	Award Announcement (subject to change)	1/15/2021

1.3.2 Eligibility to Submit Responses

Public entities, private for-profit companies, and non-profit companies and institutions are invited to submit a response to this document.

1.3.3 Debarment

Respondents must complete and submit the “Debarment, Performance and Non-Collusion Certification Form provided in Appendix B. Failure to provide this certification may result in the disqualification of the Respondent’s proposal, at the University’s discretion.

Submission of a signed response in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.

1.3.4 Response Understanding

By submitting a response, the Respondent agrees and assures that the specifications are adequate, and the Respondent accepts the terms and conditions herein. Any exceptions should be noted in your response.

1.3.5 Response Validity

Unless specified otherwise, all responses shall be valid for ninety (90) days from the due date of the response.

1.3.6 Non-Response Submission

The University will not consider non-responsive submissions, i.e., those with material deficiencies, omissions, errors or inconsistencies or that otherwise do not follow instructions. The University in its sole discretion will determine what is Non-Responsive.

1.3.7 Response Submission

A **SIGNED** virus-free electronic copy must be submitted as follows:

- The response must be received electronically to the E-Mail shown in the **Response Submission Information** section of the cover page of this document.
- Electronic submission must be received by the required **Response Deadline Date/Time** reflected on the cover page of this document.
- Response submissions that exceed 20 MB will be submitted with multiple emails modifying email subject line shown in the **Response Submission Information** section of the cover page of this document to include: Submission 1 of X ('X' representing the number of files being submitted).

2.0 EVALUATION AND AWARD PROCESS

2.1 Evaluation Criteria

2.1.1 Scoring Weights

The score will be based on a 100 point scale and will measure the degree to which each response meets the following criteria:

Evaluation Appendices	Category	Points
Appendix C	Cost Evaluation	60
Appendix D	Standard Purchase Order Terms and Conditions	5
Appendix E	Specifications and Options	25
Appendix F	Implementation, Training, Support	5
Appendix G	Small Disadvantaged Business Status	5
Total Points		100

2.1.2 Scoring Section Descriptions

2.1.2.1 Cost Evaluation

The total cost proposed for conducting all the functions specified in this document will be assigned a score according to a mathematical formula. The lowest cost response will be awarded the total points. Responses with higher cost response values will be awarded proportionately fewer points calculated in comparison with the lowest cost response.

The scoring formula is:

$(\text{Lowest submitted cost response} / \text{cost of response being scored}) \times \text{Points} = \text{pro-rated score}$

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.

2.1.2.2 Specifications and Options (Appendix E)

The evaluation team will use a consensus approach to evaluate and assign evaluation based on the proposal received and how that proposal aligns with the University's needs as described in sections 1.1.3, 1.1.4 and Appendix E in this document.

2.1.2.3 Implementation, Training and Support (Appendix F)

The evaluation team will use a consensus approach to evaluate and assign evaluation points.

2.1.2.4 Small Disadvantaged Business Status (Appendix G)

The evaluation team will use a pass/fail approach to evaluate and assign evaluation points.

2.2 Award

While the University prefers a single solution that is scalable to meet the needs of both large and small institutions, it reserves the right to award Agreement(s) to one or multiple Respondents, which may include awards to Respondents for a geographical area, if such award is in the best interest of the University.

The University reserves the right to waive minor irregularities, which may include contacting the Respondent to resolve the irregularity. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of responses. The University reserves the right to reject any or all responses, in whole or in part, and is not necessarily bound to accept the lowest cost response if that response is contrary to the best interests of the University. The University may cancel this request or reject any or all responses in whole or in part. Should the University determine in its sole discretion that only one Respondent is fully qualified, or that one Respondent is clearly more qualified than any other under consideration, an Agreement may be awarded to that Respondent without further action.

2.3 Negotiations

The University reserves the right to negotiate with the successful Respondent to finalize a contract. Such negotiations may not significantly vary the content, nature or requirements of the proposal or the University's Request for Proposals to an extent that may affect the price of goods or services requested. The University reserves the right to terminate contract negotiations with a selected respondent who submits a proposed contract significantly different from the response they submitted in response to the advertised RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Respondent, the University may withdraw its award and negotiate with the next-highest ranked Respondent, and so on, until an acceptable contract has been finalized. Alternatively, the University may cancel the RFP, at its sole discretion.

2.4 Award Protest

Respondents may appeal the award decision by submitting a written protest to the University of Maine System's Chief General Services Officer within five (5) business days of the date of the award notice, with a copy of the protest to the successful Respondent. The protest must contain a statement of the basis for the challenge. Further information regarding the appeal process can be found at

http://staticweb.maine.edu/wp-content/uploads/2015/07/APL_VII-A_20150630-FINAL.pdf?565a1d

If this RFP results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

3.0 RESPONSE FORMAT REQUIREMENTS

3.1 General Format Instructions

3.1.1 Electronic Submissions

Documents submitted as part of the electronic response are to be prepared on standard electronic formats of 8-1/2" x 11" and of PDF file type. Submissions requiring additional supporting information, such as, foldouts containing charts, spreadsheets, and oversize exhibits are permissible and must be submitted as Appendices, clearly numbered and referencing the Section in which they provide supporting information.

For clarity, the Respondent's name should appear on every document page, including Appendices. Each Appendix must reference the section or subsection number to which it corresponds.

3.1.2 Respondents Responsibility

It is the responsibility of the Respondent to provide all information requested in the document package at the time of submission. Failure to provide information requested in this document may, at the discretion of the University's evaluation review team, result in a lower rating for the incomplete sections and may result in the response being disqualified for consideration. Include any forms provided in the application package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in this document.

3.1.3 Brief Response

Respondents are asked to be brief and to respond to each question listed in the "Response to Questions" section of this document. Number each response in the response to correspond to the relevant question in this document.

3.1.4 Additional Attachments Prohibited

The Respondent may not provide additional attachments beyond those specified in the document for the purpose of extending their response. Any material exceeding the response limit will not be considered in rating the response and will not be returned. Respondents shall not include brochures or other promotional material with their response. Additional materials will not be considered part of the response and will not be evaluated.

3.2 Response Format Instructions

This section contains instructions for Respondents to use in preparing their response. The Respondent's submission must follow the outline used below, including the numbering of section and sub-section headings. Failure to use the outline specified in this section or to respond to all questions and instructions throughout this document may result in the response being disqualified as non-responsive or receiving a reduced score.

The University and its evaluation team for this document have sole discretion to determine whether a variance from the document specifications should result in either disqualification or reduction in scoring of a response.

Re-phrasing of the content provided in this document will, at best, be considered minimally responsive. The University seeks detailed yet succinct responses that demonstrate the Respondent's experience and ability to perform the requirements specified throughout this document.

3.2.1 Section 1 - Response Cover Page

- 3.2.1.1 Label this response - Section 1 – UMS Response Cover Page
- 3.2.1.2 Insert Appendix A – University of Maine System Response Cover Page
- 3.2.1.3 Insert Appendix B – Debarment, Performance and Non-Collusion Certification

3.2.2 Section 2 - Cost Response

- 3.2.2.1 Label this response - Section 2 – Cost Evaluation
- 3.2.2.2 Insert Appendix C – Quotes for Proposed Cameras

3.2.3 Section 3 - Standard Purchase Order Terms and Conditions

- 3.2.3.1 Label this response - Section 3 – Purchase Agreement
- 3.2.3.2 Insert Appendix D – Terms and Conditions

3.2.4 Section 4 - Response to Questions

- 3.2.4.1 Label this response - Section 4 – Response to Evaluation Questions & Related Information
- 3.2.4.2 Insert Appendix E – Evaluation Questions - Specifications and Options
- 3.2.4.3 Insert Appendix F – Evaluation Question(s) - Implementation, Training, Support
- 3.2.4.4 Insert Appendix G – Small Disadvantaged Business Status

Appendix A – University of Maine System Response Cover Page

RFP # 2021-018
High Speed Camera Purchase

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
RFP # 2021-018
High Speed Camera Purchase**

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

University of Maine System
COST EVALUATION

RFP # 2021-018
High Speed Camera Purchase

GENERAL INSTRUCTIONS:

1. The Respondent must submit a quote (or quotes) that clearly states the delivered cost of the camera and any accessories. The Respondent can submit quotes for multiple cameras that meet or exceed the minimum specifications listed in section 1.1.4. The University will evaluate the camera that best suits its needs and will score highest in the evaluation process.
2. The quote shall include all costs associated with a camera that meets or exceeds the specifications listed in section 1.1.4 along with all specifications for the camera.
3. 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.
4. 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.
5. Respondents’ are encouraged to provide additional price incentives for providing an enterprise solution, multi-year or award of multiple institutions.
6. Pricing will be guaranteed by the vendor for 90 days after the RFP due date.
7. 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.

Appendix D – Standard Purchase Order Terms and Conditions

The terms and conditions listed below are the standard terms and conditions attached to University of Maine Purchase Orders. Please indicate any terms and conditions that your organization would not be able to agree to. Please provide terms and conditions that would apply to a purchase the University makes from you.

Transportation:

Unless alternative freight terms are agreed to, all charges must be FOB Destination, shipped Freight Prepaid and Allowed and material delivered to the location specified. When merchandise is sold FOB Origin goods shall be shipped Freight Prepaid and Charged. Shipping charges shall be included on the invoice and the original freight/shipping bill attached thereto.

Orders:

If our orders cannot be filled as directed, call or return for advice. Quantities in excess of this order may be returned or held subject to shippers order, expense and risk.

Inspection:

By accepting this order you hereby warrant that the merchandise to be furnished hereunder will be in full conformity with the specification, drawing, or sample and agree that this warranty shall survive acceptance of the merchandise and that you will bear the cost of inspecting merchandise rejected.

Prices:

Unless specified above DO NOT FILL this order at a price higher than last charged or quoted without first advising us and receiving our consent to do so.

Delivery:

The right is reserved to cancel this order if not filled within time specified herein.

Recyclable Materials:

The State of Maine has adopted laws requiring the reduction of waste prior to recycling or disposal. In accordance with the intent of these laws, the University of Maine System requests that vendors providing goods and services to the University not use Styrofoam packing materials and that packing boxes and materials be readily recyclable in Maine.

Reject:

All rejected goods will be at the seller's risk and expense subject to seller's prompt advice as to disposition. Unless otherwise arranged all rejected goods will be returned and charged back including all transportation and handling costs.

Equal Opportunity:

The equal clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, sexual orientation, transgender status or gender expression, genetic information, national origin or citizenship status, age, disability, or veteran's status, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

Smoking Policy:

Smoking Policy: The University must comply with the "Workplace Smoking Act of 1985" and M.R.S.A. title 22, § 1541 et seq "Smoking Prohibited in Public Places." In compliance with this law, the University has prohibited smoking in all University System buildings except in designated smoking areas. This rule must also apply to all contractors and workers in existing University

System buildings. The Contractor shall be responsible for the implementation and enforcement of this requirement within existing buildings.

Several campuses within the University System are tobacco free campuses. In these instances, the use of tobacco and all smoking products is not permitted on any University owned property, which includes but is not limited to buildings, university grounds, parking areas, walkways, recreational and sporting facilities, and University owned vehicles. Should Contractor provide any services on a University campus, the Contractor will comply with all applicable campus smoking policies and it will be the responsibility of the Contractor to determine which policies apply.

Date Compliance:

Contractor represents and warrants that the products, systems and services provided will not be adversely affected by the change of any date or of any calendar year and they will not abnormally terminate their function or provide or cause invalid results due to incompatibility with the calendar year. Contractor shall indemnify and hold the University harmless from and against any and all claims, actions, losses and costs, in any way related to the failure of the products, systems or services to conform with the above warranties.

Payment:

Net 30 unless otherwise negotiated.
Accounts Payable Shared Services
University of Maine
PO Box 533
Bangor, ME 04402
umap@maine.edu

Invoices MUST be billed to and reference the “University of Maine System.”

Debarment:

By acceptance of this Purchase Order, the vendor certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible or agency.

Appendix E – Evaluation Questions - Specifications and Options

Respondent’s Organization Name: _____

INSTRUCTIONS: Respondents shall ensure that all information required herein is submitted with the response. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the response or rescission of an award. Respondents are encouraged to provide any additional information describing operational abilities.

1. Describe your firm’s understanding of the current higher education needs for providing the products / services described in **Specifications / Scope of Work** detailed in this document. What makes your proposed camera(s) the best suited to meet the University’s needs.
2. Describe some ways that your camera(s) are superior to other high speed cameras in the market. What makes your camera unique and differentiates it from other cameras. Please be specific and describe optional features, hardware and/or software.

Appendix F – Evaluation Questions – Implementation, Training, Support

Respondent’s Organization Name: _____

All responses to the questions will reflect what is offered as part of the Respondent’s proposed solution. Respondents **MUST** indicate if the product or service requires modification, additional products or services, or if any other accommodation would be necessary to meet a requirement.

Evaluation Question(s) – Implementation Questions

1. Indicate your timeline from purchase order to delivery date. Provide estimated timelines for a standard delivery. A sample timeline would be helpful.

Evaluation Question(s) – Training Questions

1. Describe the standard training included as part of implementation.
2. Describe ongoing training options available for functional and technical users. If there is an added cost for this support, please provide those cost for both on-site and remote support.

Evaluation Question(s) – Support Questions

1. Describe your incident, request and problem management processes. Describe these processes in terms of how the client submits a request, such as thru a service desk or website, and how you respond, thru resolution. What is the standard wait time for an initial response? Provide an example.
2. What is the process for an emergency, e.g. system down, from notification through resolution?

Appendix G – Small Disadvantaged Business Status

Identify whether or not your business qualifies as a Small Disadvantaged Business according to the US Small Business Association. Here is a list of qualifying factors. <https://www.sba.gov/sites/default/files/articles/Small%20Business%20Certifications.pdf>