REQUEST FOR BID

IVIS SPECTRUM OR EQUIVALENT CT IMAGING SYSTEM

RFB AA14-JM-4889

SUBMITTED BY THE UNIVERSITY OF MASSACHUSETTS, PROCUREMENT DEPARTMENT, AMHERST MA 01003
UMass Amherst: The University of Massachusetts Amherst, established in 1863 under the original land Grant Act, is one of today's leading centers of public higher education in the Northeast. The flagship campus of the University system, it consists of more than 100 buildings and 250 departments located on 1,400 acres of land. Each building contains numerous departments, on multiple floors, some without elevators. Access to the inner campus and to the loading docks at the buildings is strictly controlled so as to minimize vehicular traffic on pedestrian ways that are used by approximately 30,000 faculty, staff, and students. Currently, satellite operations also include locations in Waltham, Wareham, Gloucester, Pittsfield, Barnstable, Worcester, Belchertown, Dighton, Greenfield, Hathorne, Holyoke, Walpole, Brockton, South Hadley, Lawrence, New Bedford, and Springfield.

The University of Massachusetts Amherst is seeking bids on a CT Imaging System. For comparison purposes the equipment specified in this RFB is an IVIS Spectrum System but the University encourages vendors to submit bids for other brands with equivalent specifications and functionality. The specifications are detailed in Attachment A of this Request for Bid (RFB).

The delivery date and terms for this equipment are a critical part of this bid. All equipment and supplies listed on this purchase order MUST arrive at the University of Massachusetts Amherst delivery location shown on the purchase order prior to June 30, 2014. Unless UMass Amherst has agreed in writing to an extension date Vendors delivering equipment after June 30, 2014 will be penalized $1,000 for each day beyond June 30, 2014 that the delivery is delayed.

Vendors are encouraged to review the specifications and submit equipment that meets or exceeds the requirements listed.

The vendor that provides the best overall value for University will be selected from all bids received by the deadline in the RFB.

Vendors should pay close attention to Section 22 Terms and Conditions which states in part a vendor that takes exception to any of the terms or conditions outlined herein may have their bids rejected by the University. This is important to note since the University is not legally able to accept specific terms and conditions and will reject bids that do not meet their requirements.

Definitions & Terms: The following definition and terms will apply to this RFB:

1. **Equivalent Instrument:** An instrument by a well-known reputable manufacturer that is of the same quality and performs the same key functions as the brand of instrument listed in this RFB. The University will be the final determining factor in deciding if the functionality of the proposed instrument meets all the University’s needs. See Attachment A for equipment description.

2. **University:** Same as University of Massachusetts or UMass.

3. **Vendor:** Any firm that submits a bid who may receive an award based on the best response to this RFB.
SECTION II – TERMS AND CONDITIONS

1. **Certification of Tax Status:** Pursuant to Massachusetts General Law, Chapter 62C, Section 49A, the bidder certifies under penalties of perjury that to the best of the bidder’s knowledge and belief, they have filed all state tax returns and paid all state taxes required by law.

2. **Certification of Non-Collusion:** Pursuant to Massachusetts General Law, Chapter 7, Section 22 (20), the bidder certifies under penalties of perjury that their bid is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

3. **Conflict of Interest:** The University of Massachusetts may by written notice to the bidder, terminate the right of the bidder to proceed under the contract award if UMass determines that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the bidder, or agency or representative of the bidder, to any officer or employee of UMass with a view towards securing the agreement or securing favorable treatment with respect to the awarding or amending of the making of any determinations with respect to the agreement and as set forth in Massachusetts General Law, Chapter 268A.

4. **Indemnification:** The Vendor shall indemnify and hold harmless the University of Massachusetts, its agents and employees from and against all claims, for infringement of any United State Patent, or damages, losses, and expenses including reasonable attorney fees arising out of or resulting from the performance of the work, furnishing of services, or furnishing of materials, good, or equipment, as required by the Request for Bid, including but not limited to claims regarding defects in materials, good, or equipment, which is caused in whole or in part by any breach of contract, or omission of the successful proposer(s), any sub vendor(s), or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

5. **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

6. **Nondiscrimination in Employment and Affirmative Action:** The Vendor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. The Vendor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; the American with Disabilities Act of 1900; and Massachusetts General Law, Chapter 151B.

7. **Recordkeeping, Audits & Inspection of Records:** The Vendor shall maintain books, records, documents, and other compilations of data pertaining to the requirements of the contract to the extent and in such detail as shall properly substantiate claims for payment under the contract. All such records shall be kept for a period of six (6) years. All retention periods start on the first day after final payment under this contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting there from, or until the end of the applicable retention period, whichever is later. The University or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Vendor which pertain to the provisions and requirements of this contract. Such access shall include on-site audits, review, and copying of records. Vendors providing services over $10,000 within a twelve (12) month period to the University hereby consent to grant the Federal Controller General or HHS or their agents access to the Vendor’s books, documents or records as per the Omnibus Reconciliation Act of 1980.
8. **Bid Evaluation Criteria:** The award will be made to the bidder who, in the opinion of the Selection Committee, offers the best overall package. The evaluation will include, but will not necessarily be limited to, the following (in rank order of importance to the University - note that some may be of equal importance):

- Quality and functionality of instrument proposed. See Attachment A for equipment description.
- Total cost for equipment and warranty
- The Bidder’s Customer support package including quality and length of warranty
- The Bidder’s references
- Payment terms
- Delivery schedule and terms
- Responsiveness to the RFB and quality of the bid offer

The bids will be evaluated based on a point system. The criteria and their assigned points will be placed in a sealed envelope in the bid file prior to the bid opening date and time, for use by the Selection Committee during the award process.

14. **Acceptance/Rejection of Bids:** Only bids that are received by the bid opening date and time and at the designated location will be considered. The Purchasing Council reserves the right to reject any or all bids, wholly or in part and to make an award in a manner deemed by the Purchasing Council to be in the University’s best interest.

15. **Questions:** All questions from prospective bidders concerning this RFB must be submitted in writing by email only to the following contact by 5 p.m. on January 29, 2014.

John O. Martin  
Director of Procurement & Campus Services  
University of Massachusetts Amherst  

**RFB AA14-JM-4889**  

Email: jomartin@admin.umass.edu

No telephone calls will be accepted. Prospective Bidders are prohibited from obtaining information about this RFB from any source except the University representative above, or the representative’s designee. The University reserves the right to disqualify any Bidder that violates this section.

Inquiries received after the specified date and time will not be accepted. The University will email its response to all written questions to all bidders of record by formal addendum by 5 p.m. on January 31, 2014. The University will extend the due date by written addendum if such information significantly amends this or makes compliance with the original proposed due date impractical.

17. **Bid Opening Date & Time:** The Bidder shall deliver: one (1) bound paper original and 3 electronic copies on flash drives of its bid to the following address by 2:00pm on February 7, 2014 at which time the bids will be opened and publicly read:

University of Massachusetts Amherst
It is the sole responsibility of the bidder to insure that its bid is delivered to the Amherst Procurement Department at the location listed above in its entirety by the due date and time. Late bids, or bids delivered to the wrong location, will not be considered, and will be placed, unopened, in the bid file.

18. **Public Information:** All bids and related documents submitted in response to this are subject to the Massachusetts Public Records Law, M.G.L. Chapter 66, Section 10 and to M.G.L. Chapter 4, Section 7, Subsection 26, regarding public access to such documents. Statements in the bid response that are inconsistent with those statutes will be disregarded. For more information go to: http://www.sec.state.ma.us/pre/preidx.htm

19. **Cost To Submit/Present:** The University is not responsible for any expenses that may be incurred by any bidder to prepare, submit, or present bids.

20. **Alterations To Bid:** The bidder may not materially alter its bid response after the bids have been opened. Only the Director of Procurement may deem what constitutes a material alteration to a bid.

21. **Attachments:** Any items to which the bidder responds in an attachment shall reference the item number listed in this RFB.

22. **Exceptions to Contract Terms and Conditions:** If bidder takes exception to any of the terms or conditions outlined herein, it must be clearly noted in their bid response, referencing the item number and an explanation. *The University may use exceptions as grounds for rejection of the entire bid at the University’s sole discretion.*

SECTION III – THE BID RESPONSE

23. **Delivery:** Items ordered against this RFB shall be delivered F.O.B. the University of Massachusetts Amherst, to a customer designated location, named at the time of order placement. *The University will NOT accept title to the equipment until it is received and accepted at the University’s loading dock. The vendor is responsible for the purchase of any insurance necessary to cover damage in transit.* The Vendor is responsible for contacting the University for hours of receiving deliveries. Any shipping or handling charges must be clearly listed on the vendor’s bid. If there is not a separate line for shipping/handling costs listed on the bid the University will not accept additional costs after the award is made. Bidder shall indicate in its bid response how it proposes to make delivery; e.g., delivery by vendor’s own trucks, private contract couriers etc. *The delivery date and terms for this equipment are a critical part of this bid. All equipment and supplies listed on this purchase order MUST arrive at the University of Massachusetts Amherst delivery location shown on the purchase order prior to June 30, 2014. Unless UMass Amherst has agreed in writing to an extension date Vendors delivering equipment after June 30, 2014 will be penalized $1,000 for each day beyond June 30, 2014 that the delivery is delayed.*

24. **Pricing:** Bidders shall structure their bid pricing as follows:
A. Pricing must be all inclusive…additions will not be allowed after the bids are opened.

B. Vendor must include a full set of specifications on their equipment. A link to an on-line site with additional information is highly desired.

C. If a vendor bids a brand or manufacturer that is not the IVIS Spectrum CT Imaging System it is required that the vendor give details of how their system compares, both technically and functionally, with the IVIS system to insure the University is able to properly evaluate their bid.

D. Payments: The University cannot make payments upfront but will consider a deposit of 10% of the purchase price with reasonable progress payments if the equipment is being custom built for the University. A maximum of 50% of the cost will be applied to deposit & progress payments. The final payment will be released when the equipment is received and accepted. Non-custom built equipment payment terms are Net30 unless a prompt pay discount is offered.

25. Warranty: The University is interested in a 36 month warranty that includes all parts and labor. Please include this warranty cost with the equipment bid. Include full details of your warranty with your bid response.

26. Bidder’s References for Contact Purposes: The bidder shall provide with their bid response, the names, addresses, contact names, and telephone numbers of three clients, similar in size and scope to the University and that currently utilize their services. The bidder shall indicate how long the bidder has had a contractual relationship with the client and the types of products and services provided to the client. We prefer that you include at least one higher education reference. The University reserves the right to contact other former/present clients for reference purposes if they feel it is appropriate.

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SECTION IV - BID PRICING
27. **Policy for Merchandise Returns:** On an attached sheet please explain in detail your policy for merchandise that is returned to you for restocking, including, but not necessarily limited to:
   - the number of days the University department would have to notify you of their intent to return an item
   - whether you charge a restocking fee, and if so, how it is calculated
   - whether there is a difference in your policy for the return of some types of items than for others
   - the procedure that a department would use to inform you of a return, etc.
   - describe how the credit will be processed

**University’s Procedures for Merchandise Returns:** Material that is to be returned to a vendor shall be picked up by the vendor at the original point of delivery, or as specified by the customer at the time pickup is requested.

28. **Additional Costs:** Bidder shall indicate in the bid response any additional costs that are associated with the bid. As cost is an integral part of determining the bid award, Bidder must be specific. Failure to specify “other costs” will bar the vendor from future requests for additional cost reimbursements.

29. **Prompt Pay Discounts:** We encourage all vendors doing business with the University to offer Prompt Payment Discount (PPD) with their bid response. Vendors benefit from PPD by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. All PPD will be taken in cases where the payment issue date is within the specified number of days listed below. Payment days will be measured from the date goods are received and accepted /performance was completed OR the date an invoice is received by the University, whichever is later, to the date the payment is issued as an EFT (preferred method) or mailed by the University Treasurer. The date of payment “issue” is the date a payment is considered “paid” not the date a payment is “received” by a Vendor.

30. **University Contract for Services:** If applicable the successful company will be required to sign the University’s standard Contract for Services which can be viewed at: [http://www.umass.edu/procurement/Fill-In_Forms/Word%20Source%20Files/CFSL/CFS_Long_May2010_enabled.pdf](http://www.umass.edu/procurement/Fill-In_Forms/Word%20Source%20Files/CFSL/CFS_Long_May2010_enabled.pdf) If the company takes exception to any of the contract terms and conditions contained therein, note it as an exception in the proposal response, referencing the section and item number and giving a complete explanation for the exception. The University reserves the right to use any such exception as grounds for rejection of the proposal.

31. **Delivery Date:** List the delivery date of the equipment bid based on the number of days from receipt of a University purchase order: _____________ weeks from receipt of order.

32. **Site Preparation:** Include in the bid response any special site preparations or requirements of equipment to insure that your equipment can be installed properly.

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Vendor Name: ________________________________________________________________

Bid Submitted By: ________________________________________________________________

Signature and Title

Print Name:___________________________________________________________________

Contact Person for Questions or Points of Clarification: ________________________________

Telephone # ________________________  Fax No. ____________________________  E-Mail Address: ____________________________
Attachment A
SYSTEM DESCRIPTION

IVIS Spectrum CT Imaging System includes:

Cooled CCD Camera
- CCD Operating Temperature: Nominal -90°C (thermoelectric cooling with water chiller)
- CCD Size: 2.7 X 2.7 mm
- Back-thinned, back-illuminated Grade 1 CCD
- Custom lens with 4 magnification settings
- Field of view: 3.9cm X 3.9cm to 23cm X 23cm
- Field of view allows for 20 micron resolution at 3.9 em FOV up to five mice per image at 23 em FOV

Camera controller
- 10 excitation filters, 430-745 nm
- 18 emission filters, 500 – 840 nm
- Optical switch for reflection or trans illumination fluorescence imaging mode

Imaging Chamber Dimensions: 43cm X 50cm X 60cm (W X D X H)
- Gas anesthesia inlet and outlet ports for connection with gas anesthesia machine
- Stage temperature: 20° C - 40° C
- Micro CT System Maximum Energy
  - Maximum Energy of 50kV with 1mA
- Focal spot: 50 um
- CMOS X-ray detector
  - Detector Size:3072 x 864 pixels
  - Detector ADC Bit Depth: 14 bits
  - Detector operating temp. range: 10- 40 °C
- uCT Field of view:
  - 30x30x30 to 120x120x30 (L x W x H, mm)
- Voxel size:
  - 42m - 300 m
- Standard scan time:
  - 8 seconds to ~ 2.5 minutes
- Standard reconstruction time:
  - minimum of 45s
- Standard Scan Dose
  - minimum of ~10mGy
- Limiting Resolution (3% MTF)
  -150um

Safety Requirements
- Less than 1 uSv/ hour max exposure at 5 cm from anywhere outside cabinet, FDA and TUV approved
- Automated co-registration along with tertiary registration.
- Advanced visualization and 3D analysis tools for longitudinal uCT applications.
- Data processing and transfer enabled for both PC and Mac
- High Performance acquisition computer and 24-inch, high-resolution flat screen monitor
- Computer (min specs) 2.8 GHz, 1 GB Ram, RW CD, 80 GB HD, 20” flat screen
- Operation manual

Accessories:

**XGI-8 Gas Anesthesia Module:**
- Isoflurane vaporizer with independent flow control for proper gas delivery to induction chamber and the IVIS® Imaging System imaging chamber
- Isoflurane-absorbing disposable charcoal filters to absorb excess gas, as well as limit gas escaping into the surrounding laboratory environment
- Induction Chamber- anesthetizes up to 5 adult mice or 2 rats simultaneously.
  - Ventilates excess gas automatically when lid is opened - Raised animal floor maintains animal cleanliness during anesthetization
- 5-Port Anesthesia Manifold
  - Delivers gas to up to 5 adult mice or 2 rats
  - Ventilates waste gas from within the IVIS# Imaging System imaging chamber
  - Autoclave safe
  - Transparent anesthesia manifold nose cones maintain proper animal positioning and ensure targeted gas delivery during imaging
  - Black rubber stoppers seal gas anesthesia manifold ports not used during anesthetization
- Light baffles available to maintain integrity of light signal data per animal imaged
XWS-248 Workstation:
Steel tube frame with industrial-grade particleboard shelving
Industrial-grade particleboard shelving with Scratch-resistant, easy-to-clean laminate surface
Easy-rolling casters lock-down quickly to prevent rolling
Workspace Dimensions: 48in X 31in (L x W)

XRM-5, XRPM-2 and XREM-2 Phantom Mouse:
Useful for 3D diffuse or computed tomography testing or training, and calibration verification
Plastic mouse body with light scattering and absorption properties that simulate real tissue.
Tissue properties, absorbance and LED spectra are included in the Living Image optical database:
source power in photons/sec is provided on the calibration sheet

The desired imaging system bid will provide the following features:
Photographic, biolumescent, fluorescent, 3D topographic and micro computer tomography in a single stand alone unit.
Achieve full animal scans in less than 10 seconds & expose the animals to less than 10mGrey.
Co-register and automatically overlay 3-dimensional bioluminescence, fluorescence and micro-CT reconstitution.
Be able to eliminate autofluorescence by background subtraction.
Incorporate camera, colling system, animal chamber, fluorescence system and computer controls into a portable and automated footprint.