REQUEST FOR PROPOSAL

MAGNETIC RESONANCE IMAGING & SPECTROSCOPY SYSTEM (MRI/S)

RFB AA15-GD-4970

SUBMITTED BY THE UNIVERSITY OF MASSACHUSETTS, PROCUREMENT DEPARTMENT, AMHERST MA 01003
Section I
Introduction

RFP # AA15-GD-4970

1.0 Scope
The University of Massachusetts (hereinafter referred to as the "University") is seeking proposals from experienced and qualified vendors to furnish, deliver and install an MRI/S system for the University's research community at the Amherst Campus in Amherst, Massachusetts. The successful bidder will provide all equipment, labor, materials, tools and incidentals necessary to deliver and install the equipment in the designated location within the pre-determined timeline, and ensure full functionality of all applications. RFPs should meet the minimum specifications described here. Vendors are encouraged to also include descriptions and cost breakdown for more advanced, fully-functional applications, as appropriate.

1.1 Qualification of Respondents

1.1.1 Offers will be considered from firms with a demonstrated history of successfully providing similar equipment and services to other institutions of higher education or private sector corporations with similar volumes and needs.

1.1.2 Firms must be prepared to provide any evidence of experience, performance and/or financial surety that the University deems necessary to fully establish the performance capabilities represented in the firm's offer.

1.1.3 The University will reject any offer and void any award resulting from this solicitation to a firm who makes any material misrepresentation in their submittal.

1.2 Errors
Vendors shall promptly notify the University of any ambiguity, inconsistency or error that they may discover upon examination of these documents.

1.3 Questions: All questions from prospective bidders concerning this RFP must be submitted in writing by email only to the following contact by 3 p.m. on September 16, 2014.

University of Massachusetts Amherst
Gary S. Duggan
Assistant Director of Procurement

Subj: RFP AA15-GD-4970

Email: gsduggan@admin.umass.edu

No telephone calls will be accepted. Prospective Bidders are prohibited from obtaining information about this RFP 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 respond via official addendum on the Procurement Web page at: http://www.umass.edu/procurement/bidsopen.htm to all written questions from prospective bidders by 5 p.m. on September 23, 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. The University will post all of the addenda for this RFP on the Procurement Web page.
1.4 **Changes to RFP**
Prospective contractors are warned that only the UMass Amherst Procurement web site has the official RFP documents. Any interpretation, correction, or change of this RFP shall be made by official addendum. Only those changes or corrections issued by the University Procurement Department and posted on their department web page will be valid. Prospective Contractors using documents or information obtained from any other source do so at their own peril and assume complete responsibility for any discrepancies in the documents.

1.5 **Product Requirements**
It is not the intent of these requirements to rule out or eliminate any prospective bidder or manufacturer. If the materials or services you intend to offer do not match the minimum specifications, or are not specified, you are instructed to identify these discrepancies in a point-by-point response to this Section as well as a separate ‘Exceptions to Specifications’ submittal. The University, in its sole discretion, reserves the right to accept or reject deviations from the original, identified minimum specifications in selecting the product or service that best meets the needs of the University.

1.6 **Multiple/Alternate Offers**
The University is seeking offers that meet its requirements as outlined in this solicitation. If more than one method of meeting these requirements is proposed, each should be labeled “Option 1”, “Option 2”, etc. Each option must be clearly marked as such.

1.7 **RFP Opening Date & Time**: The Bidder shall deliver one (1) bound paper original and 10 electronic copies on flash drives of its bid to the following address by **2:00pm on October 14, 2014** at which time the bids will be opened and publicly read:

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University of Massachusetts Amherst
Procurement Department
407 Goodell Building
140 Hicks Way
Amherst, MA 01003
Attention: RFP AA15-GD-4970
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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.

**WARNING**: Prospective contractors are warned that only the UMass Amherst Procurement web site has the official RFP documents. Prospective Contractors using documents obtained from any other source do so at their own peril and assume complete responsibility for any discrepancies in the documents.

1.8 **Time Table**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
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</thead>
<tbody>
<tr>
<td>RFP Issued</td>
<td>August 29, 2014</td>
</tr>
<tr>
<td>Vendor Questions Due</td>
<td>September 16, 2014 @ 3pm</td>
</tr>
<tr>
<td>University Responses Due</td>
<td>September 23, 2014 @ 5pm</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>October 14, 2014</td>
</tr>
<tr>
<td>Evaluation Period (Estimated)</td>
<td>2 – 3 Weeks</td>
</tr>
<tr>
<td>Vendor selection complete (Estimated)</td>
<td>November 2014</td>
</tr>
</tbody>
</table>

Note: The University reserves the right to adjust timetable as deemed necessary by the University. All times are based on Eastern Standard Time Zone.
SECTION II DEFINITIONS
2.0 The word "University", or "UMass", or a pronoun used in its place shall mean the University of Massachusetts, Amherst Campus.

2.1 "Bidder", "Proposer", "Vendor" "Firm" and "Respondent" refer to a company or individual responding to this Request for Proposal.

SECTION III SPECIFICATIONS

3.0 Equipment & Performance Requirements

3.0.1 Performance Requirement

This MRI/S system will be used to conduct human subjects' research in a variety of disciplines. No clinical studies will be performed. A unique feature of this system will be the balance between state-of-the-art MRI and MRS applications. The facility will be 100% dedicated to research. Imaging applications will include BOLD-contrast EPI, proton-density, diffusion tractography, arterial spin labelling, diffusion tensor imaging, echo-planar, dual-echo, elastography, 4-contrast Dixon, temperature mapping, volumetrics and anatomical MRI, among others. Spectroscopy applications will include proton, phosphorus and carbon nuclei; localized and surface; saturation transfer; decoupling, outer volume suppression, gating, adiabatic pulses of varying flip angles, interleaved acquisitions of dual nuclei, chemical shift imaging; and time series data, among others. Tissues to be studied will range from the brain and spinal cord to muscle and bone to cardiac and liver. Thus, a full range of applications and coils will be necessary. In most cases, peripherals will be used in conjunction with MRI/S data acquisition. Interface with a physiological monitoring system will be needed. Participants for these studies will range in age from young children to older adults. The ability to adapt to new applications as they emerge is of paramount importance.

3.0.2 Technical Specifications

The system must support all applications mentioned in section 3.0.1, as well as have the capacity to adopt emerging applications. All other standard MRI and MRS modes must also be supported. The system must be FDA approved for human studies. The system must be compliant with requirements defined in the determination of need (DON) application issued by the State of Massachusetts. All necessary coil assemblies required to conduct the aforementioned studies are to be included. Peripheral items such as calibration phantoms, front and rear viewing mirrors, eye-tracking and physiological monitoring systems, comfort pads for head and body of study subject and related storage containers are to be itemized and included. The system must support adult and pediatric studies.

3.0.3 FIELD STRENGTH: 3.0 Tesla

3.0.4 CLEAR BORE SIZE: The University requests vendors supply capabilities and costs on both a 60cm and a 70cm bore size if available. The University will evaluate all proposals and make a decision on the bore size to be ordered after review of all submissions.

3.0.5 PLANNED SYSTEM WEIGHT: Vendor to include total weigh of system in their proposal.

3.0.6 CRYOGEN RECOVERY: Helium saving technology, zero boil off recovery method.

3.0.7 BED SUPPORT: Detachable system with independent mount. Bed support permanently attached to cryostat is not acceptable.

3.0.8 SYSTEM CABLING ROUTE: All interconnecting cabling between magnet body and system filter panel must be routed above finished ceiling. Floor level cabling is not permitted.
3.0.9 **SYSTEM FILTER PANEL:** Multiple main system filter panels are not permitted. The system filter panel must provide radio frequency attenuation equal to the attenuation of the shielded scan room. Minimum attenuation of 100 db at all frequencies below 150 MHz is required with all cabling in place.

3.0.10 **HOMOGENEITY:** Less than 1.8ppm @ 50 cm DSV (Diameter Spherical Volume)

3.0.11 **MAXIMUM SCAN MATRIX:** Vendor to specify, for single slice.

3.0.12 **MAXIMUM SLICES:** 1024

3.0.13 **PARALLEL RF TRANSMISSION:** Multiple transmit channels, 2 independent and simultaneous amplifier paths.

3.0.14 **GRADIENT:** AMPLITUDE: 45mT/m minimum. Provide higher amplitude gradient as an option if available. SLEW RATE: 200T/m/s minimum.

3.0.15 **FIELD OF VIEW:** 50cm minimum.

3.0.16 **SHIMMING SYSTEM:** Mechanical first order shim with air cooling method combined with active higher order electrical shim. Provide other extended shim system as an option if available.

3.0.17 **RECEIVE CHANNEL CONNECTIVITY:** Wide band fiber optic connectivity is required between coil assembly and system filter panel. The same connectivity is required between the system filter panel and the re-constructor memory. Capability for a minimum of 32 and up to 128 independent receive channels is required. All critical receiver RF components are to be located within the coil assembly. Use of coaxial cable interconnection is not acceptable.

3.0.18 **IMAGING MODE REQUIREMENTS:** System is required to operate in a multi-band or multiplex data collection EPI mode. 500 directions minimum must be provided in short time period, 500 ms, for whole brain coverage, when using DSI mode. DTI mode should provide similar performance with a minimum of 500 directions. The system must also support FLAIR and DWI imaging modes. Motion correction, fat suppression and active shimming should be included and described.

3.0.18a **SPECTROSCOPY MODE REQUIREMENTS:** Multi-receiver (X-nucleus) and gating capabilities will be required, as will localized spectroscopy, and chemical-shift imaging for all nuclei. Examples: proton decoupling with $^{13}$C MRS, saturation transfer with $^{31}$P, interleaved proton and $^{31}$P with 2s temporal resolution. Higher-order shimming to optimize SNR (SNR on phosphocreatine in muscle >40 with 4-s temporal resolution using 5cm surface coil). Real-time monitoring of metabolites desirable for time-series acquisitions.

3.0.19 **EXTERNAL TRIGGERING SOURCE:** System must provide an interface device or method that supplies a trigger output generated by the scan sequence. Trigger output shall be enabled within the system software. The signal may be in the form of an optical output or TTL logic level. Among other applications, the trigger signal will be used to activate neuromuscular electrical stimulation and fMRI stimulus delivery systems, to be provided by others.

3.0.20 **ACCESSORIES:**

3.0.20.1 **COILS:** Supply complete set of full-body coil assemblies compatible with fiber optic interconnection system. Separate option costs are specifically requested for:

**IMAGING:**

- minimum 32- and 64-channel head coil assemblies
- minimum 32 channel head/neck coil assembly
- minimum 32 channel spine assembly
- minimum 16 channel shoulder coil assembly
- minimum 16 channel hand/wrist coil assembly
- minimum 16 channel foot/ankle coil assembly
- minimum 15 channel knee coil assembly
- assorted phased array coils suitable for full-extremity and trunk imaging

**SPECTROSCOPY:**
- dual-tuned \((^1H/^{31}P)\) 5 cm and 10 cm surface coils (or comparable size)
- dual-tuned \((^1H/^{13}C)\) 5 cm and 10 cm surface coils (or comparable size)
- dual-tuned \((^1H/^{31}P)\) extremity volume coil
- dual-tuned \((^1H/^{13}C)\) extremity volume coil
- \(^{13}C\) quadrature coil

**ADDITIONAL:**
- Appropriate storage containers for all supplied coil assemblies and related accessories
- Provide list and cost of other coils available for the quoted system.

3.0.20.2 **PHANTOMS:** Supply all necessary calibration phantoms required to verify system SNR and related performance, including calibration of \(^1H, ^{31}P\) and \(^{13}C\) MRS signals. Supply appropriate storage containers for all phantoms.

3.0.20.3 **COMFORT PADS:** Provide complete set of MRI/S compatible comfort pads including head and neck stabilization, full body, back and leg supports.

3.0.20.4 **MIRROR ASSEMBLIES:** Provide study subject viewing mirrors required to present a full view of the front and rear opening of the magnet bore. The mirror assemblies may be attached to the head coil or bed assembly if the head coil is not in use. The mirrors will be utilized to present a clear view of the fMRI visual stimulator display placed in the bore opening, as well as for display of other relevant feedback data (e.g., muscle torque) for timing of subject performance.

3.0.21 **UPS SYSTEM:** Provide UPS system with sufficient capacity to maintain computer systems for a 30 minute period of primary power loss. The UPS system is not required to maintain full MRI/S system operation.

3.0.22 **COOLING SYSTEM:** Provide independent external cooling system as required for proper gradient and magnet operation. Facility chilled water loop is not available for MRI/S system suite. **Generator backup power is available in the Facility.** Provide technical specifications and schematics for the cooling system with your proposal submittal.

3.0.23 **SHADOW CONSOLE:** Provide description and cost breakdown for fully operational shadow console to be located in control room. This will consist of a separate workstation that allows pulse programming and data analysis.

3.0.23 **RESEARCH SOFTWARE:** Provide all necessary software and system keys to allow use of research related software installed on the MRI/S system. The research facility will negotiate any required NDA requirements.

3.0.24 **SUBJECT CODING SOFTWARE:** Provide available subject study automated set-up software system. Software should provide a method to store and recall unique exam parameters on a subject by subject basis. This system should allow recall of a prior exam being repeated on a specific research subject. Features should also include automatic bolus detection and automatic align features.
3.0.25 **EQUIPMENT ROOM CABLING**: Provide optional cost to extend the cabling set between the system filter panel and the equipment cabinets by an additional 12 feet. The equipment room will not be directly adjacent to the MRI/S room. State level of performance degradation if extended cable set is provided.

3.0.26 **MAINTENANCE AGREEMENT**: Provide a detailed quotation for all versions of on-site maintenance agreements offered for the proposed system. Provide a detailed quotation for all software and hardware upgrades, including schedule for software upgrades and accompanying pulse sequence modifications. In addition to annual maintenance plans, the University is interested in a 5-year term, extendable up to a 10-year term based on the cost.

Include all discounts for system upgrades for the life of the instrument. This can be in percent off current list or a cost plus mark-up.

Advise if an agreement for maintenance of this equipment can be combined with any existing master agreements maintained by the University at any of our campuses for additional savings.

Include a plan for technical, research, and ongoing maintenance support that describes the number, function, relevant experience and competencies of the employees, management team, and/or contractors assigned to this proposal; the process through which support is provided; and the overall availability of support. The support plan shall demonstrate the overall quality of employees and management team, adequacy of staffing level for the life of the contract, and that assigned personnel have relevant experience in a higher education and/or public research institution of higher education setting of a similar or greater size than the University of Massachusetts. It shall also contain explicit information about the timing and availability of support, along with the specific activities to be included (e.g., on-going training, pulse sequence modification, implementation of new applications, etc.).

3.0.27 **DOCUMENTATION**: Provide four sets of all technical and planning documents related to the system being proposed. Include all current and future system specifications and performance data. Provide a list of referral clients for described MRI and MRS applications who may be contacted by the university. Provide a table listing the system, bore size and primary applications for the 10 most recent installations by the vendor.

3.0.28 **FACILITY PLANNING**: The MRI/S scan room radio frequency and magnetic shield systems will be defined by the retained shielding design consultant. The shielding specification exceeds the requirements of the MRI/S system vendor. MRI/S vendor shielding design is not required. A complete B0 test has been conducted at the planned location for the MRI/S system. All facility requirements are satisfactory for the required system. The scan room will be located within an existing building and will be placed on a slab on grade configuration.

3.0.29 A full set of shop drawings will be required for coordination with the engineers and completion of the site construction documents. This includes, but is not limited to, equipment catalog cuts, systems plans and diagrams, power requirements, heat loads and equipment loads. These drawings will be prepared by the selected vendor upon notification to meet the construction timeline.
3.1 **Installation/Training**

3.1.1 Installation of the instrument must be coordinated with the renovation/construction timeline:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
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<tbody>
<tr>
<td>90% Construction Documents Submittal Date</td>
<td>October 6, 2014</td>
</tr>
<tr>
<td>Contractor Construction Start</td>
<td>December 16, 2014</td>
</tr>
<tr>
<td>MRI/S Shop Drawings to be submitted</td>
<td>January 2, 2015</td>
</tr>
<tr>
<td>Issue Architect’s Supplemental Instructions/Bulletin</td>
<td>February 1, 2015</td>
</tr>
<tr>
<td>Substantial Completion (ready for MRI/S delivery)</td>
<td>October 13, 2015</td>
</tr>
<tr>
<td>Calibration and testing of all MRI and MRS applications</td>
<td>December 1, 2015</td>
</tr>
<tr>
<td>Project Substantial Completion</td>
<td>December 31, 2015</td>
</tr>
</tbody>
</table>

All personnel engaged in the Installation of the equipment shall be fully licensed and insured in accordance with Section 5.6.

3.1.2 Training Required: Provide details of training options available, both on-site and off-site, for equipment operation, pulse sequence design, data analysis, preventive maintenance and repairs. Include the number of seats provided as standard as well as the cost of additional seats. Include a timetable for completion of all training.

3.2 **Delivery Requirements**

3.2.1 The vendor will be responsible for the delivery of the equipment in first-class condition to the facility site in accordance with good commercial practice.

3.2.2 The vendor will be responsible for ascertaining any restrictions for delivery into the MRI Facility.

3.3 **Ownership/Insurance**

The vendor shall maintain ownership of and responsibility for the equipment until the final installation is completed and accepted by the University.

3.4 **Warranty**

3.4.1 The vendor shall unconditionally warrant the product as being free from defects and capable of performing to the requirements of this solicitation when operated by the University within the parameters specified in the manufacturer's specifications for 12 months from acceptance date. The University is interested in receiving offers to extend the initial 12 month warranty period up to a five year term as part of the initial cost of the instrument.

3.4.2 Within one (1) year from final acceptance of the equipment specified hereunder, the vendor shall correct all errors subsequently discovered in the design not due to the fault and negligence of the University and without charge to the University. In the event that a repetition of any one defect occurs, indicating the probability of further failure and which can be traced to faulty design, material or workmanship, then the vendor shall not continue to repair or replace with the same material or identical parts, but shall remedy the fault by a complete replacement of the entire defective unit.

3.4.3 A copy of the warranty must accompany your firm’s response and shall include details of all parts, labor and software to be covered. The warranty shall be incorporated into the final agreement as an exhibit.
Section IV
Terms and Conditions

4.0 Attention to Terms and Conditions

4.0.1 The terms and conditions included in this document must be reviewed carefully to ensure full responsiveness to the RFP. The final contract shall be, in form and substance, consistent with applicable University policies and State of Massachusetts statutes and regulations regarding the creation and execution of such Agreements.

4.0.2 Failure to agree to the terms and conditions found herein may cause the vendor’s submittal to be non-compliant and subject to rejection at the University’s sole discretion. The submittal of a proposal shall be conclusive evidence of the bidder’s understanding of the University’s intent to incorporate such terms and conditions into the final contract.

4.1 Prices
Price will include all costs for freight and delivery of the equipment to the University of Massachusetts, Amherst Campus, F.O.B. Destination and fully installed in the designated area. Vendors shall provide a breakdown of component pricing, as well as the complete package price. Additional options shall be listed separately with line item pricing.

4.2 Taxes
The University is exempt from State and Local Sales and Use Taxes on the services and/or equipment supplied pursuant to this agreement.

4.3 Additional Costs
Costs associated with every aspect of labor, materials and service necessary to provide the equipment as specified herein must be included in the response. The University shall not be responsible for any costs incurred by the vendor that are not included in the response and agreed to by the University.

4.4 Payment Terms
The University’s payment terms are net thirty (30) days from the receipt of contractor’s invoice, with late penalty interest assessable at rates established by the Commonwealth after 45 days in accordance with M.G.L. C29, s29c and with Commonwealth regulation 815 CMR 4.00. The University will consider a pre pay discount for payment up to 50% of the total cost prior to delivery.

4.5 Insurance
The vendor agrees that while performing services specified in this agreement they will carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Massachusetts from any insurable cause whatsoever. Certificates of such insurance shall be filed with the University prior to the performance of services. (See paragraph 5.5 for insurance details.)

4.6 Assignment/Modification
Neither party shall have the right to assign any Agreement without the written consent of the other party. Neither may this agreement be modified except by written instrument signed by both parties hereto, upon thirty (30) days written notice to the other party.

4.7 Promotion
Unless specifically authorized in writing by the University on a case by case basis, vendor shall have no right to use, and shall not use, the name of The University of Massachusetts, its officials or employees, or the Seal of the University: (a) in any advertising, publicity, promotion; nor (b) to express or to imply any endorsement of vendor's products or services; nor (c) to use the name of the state, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above), except only to manufacture and deliver in accordance with this agreement such items as are hereby contracted by the University.

4.8 Ethical Considerations
By submitting a response to this RFP respondent hereby certifies that no elected or appointed official or employee of the University has benefited, or will benefit financially or materially from the proposed services. The University may terminate any contract resulting from this RFP, if it is determined that gratuities of any kind were either offered to, or received by, any University officer or employee contrary to this policy. The authorized signatory of a submitted proposal automatically attests this to be true.
Contractor acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, MGL C268A, and to that extent, contractor agrees to comply with all requirements of the statute in the performance of this contract.

4.9 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

4.10 Statutory/Regulatory Compliance

The vendor shall keep informed of, and shall provide all permits and comply with all applicable laws, ordinances, rules, regulations, and orders of the state and federal governments or public bodies having jurisdiction affecting any contract that may result from this RFP.

4.11 Responsibility of those performing the work

4.11.1 The vendor shall be responsible for the acts and omissions of all of the vendor’s employees and all subcontractors’ employees, if applicable, as well as all other persons involved in performing any tasks associated with the provision of the goods and/or services outlined in this RFP by the vendor.

4.11.2 The vendor shall at all times enforce strict discipline and good order among the vendor’s employees and shall not employ any unfit person or anyone not skilled in the task assigned.

4.11.3 The vendor, when so determined by the University, shall dismiss incompetent or incorrigible employees from the project, and such persons shall be prohibited from returning to the project without written consent of the University.

4.12 Work Site Conditions

Unless directed otherwise by the designated University representative, the contractor shall:

4.12.1 Perform work under this contract in such a manner as to not to interrupt or interfere with the operation of activities within the buildings and surrounding University facilities.

4.12.2 Store its apparatus, supplies, materials and equipment in an orderly fashion so as not to interfere with the progress of the contractor's work, the work of the University or any other contractor employed by the University.

4.13 Work Site Damages

Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the University's satisfaction at the contractor's expense, except such as may be directly due to the sole negligence of employees of the University.

4.14 Disqualification

The University reserves the right to consider as acceptable only those responses submitted in accordance with all of the requirements set for herein, and which demonstrate an understanding of the scope of the work.

A respondent may be disqualified and their response rejected for any one or more of the following reasons:

- The proposal shows any non-compliance with applicable law.
- The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.
- The proposal has any provision(s) reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.
- The respondent is debarred or suspended from doing work with-in the State of Massachusetts or the US Federal Government.
Section V Submittal of Bids

5.0 All responses must be submitted on and in accordance with this format. If more space is required to furnish any additional description of or information regarding the commodities and/or services offered, the vendor may so note in Table of Contents of the submittal such additional pages will be made part of the proposal.

5.1 Each firm, by submitting an offer, represents that the firm has:

5.1.1 Read and completely understands the documents and attachments thereto.

5.1.2 Is familiar with the conditions under which goods and/or services are to be provided, including availability and cost of goods, labor, and shipping and inside delivery to the location specified.

5.1.3 Understands and agrees that all offers must conform to the instructions and conditions contained herein to receive consideration.

5.2 Information Requirement

Firms shall provide the following information and documentation:

- Complete equipment specifications
- Point-by-Point response to the RFP and Purchasing Agreement: acknowledge each paragraph or section and indicate “comply” or “exception taken”
- Exceptions: provide a list of any exceptions to, or deviations from, these specifications, terms or conditions; otherwise, the vendor will be held responsible for compliance with all requirements listed herein.
- Service / Maintenance Plans: breakdown of options available per paragraph 3.0.26
- Four (4) sets of technical and planning documents per paragraph 3.0.27
- Training: details of training options available per paragraph 3.1.2
- Warranty: complete details of the initial warranty offered per paragraph 3.4
- Provide a narrative outlining the Vendor’s project approach
- Provide a narrative outlining how the Vendor will establish conformance testing protocol and their approach to conformance testing.

5.3 References

Provide a minimum of three (3) references from other universities or institutions that have contracted or utilized proposer’s equipment and services and whose requirements are similar to those outlined herein. Include examples of projects and of successful and compatible outcomes in regards to fMRI at similar research universities. At a minimum, the customer’s name, the name of a contact person, an e-mail address and a telephone number shall be provided.

The University shall make such investigations as deemed necessary to determine a vendor’s ability to provide the specified goods and/or services and to perform the installation in an expeditious and workmanlike manner. The University reserves the right to reject any bid if the evidence submitted by, or investigation of, such vendor fails to satisfy the University that said vendor is properly qualified to carry out the obligations of the contract.

5.4 Bidder’s Qualification Statement/References:

To be completed by vendor and submitted with their proposal.

5.5 Insurance Requirements

The vendor shall secure and pay the premium or premiums of the following policies of insurance with respect to which minimum limits are fixed in the schedule set forth below. The University of Massachusetts shall be included as a named insured on all such policies. Each such policy shall be maintained in at least the limit fixed with respect thereto, and shall cover all of the proposer’s operations hereunder, and shall be effective throughout the period of this contract or any extension thereof. It is not the intent of this schedule to limit the types of insurance required herein.

5.5.1 Schedule

5.5.1.1 Commercial General Liability

- Each Occurrence $1,000,000
- Personal and Advertising Injury $1,000,000
- General Aggregate $2,000,000
• Fire Legal Liability $ 100,000

The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this award.

5.5.1.2 Business Automobile Liability: Minimum Limits for Owned, Scheduled, Non Owned, or Hired Automobiles with a combined single limit of not less than $1,000,000 per occurrence.

5.5.1.3 Workers’ Compensation and Employer’s Liability: As required under Massachusetts state law.

5.5.1.4 Such other insurance in such amounts which from time to time may reasonably be required by the mutual consent of the University and awarded vendor against other insurable hazards relating to performance.

5.5.2 All policies of insurance provided for in this Section shall be issued by insurance companies with general policyholder’s rating of not less than A- and a financial rating of not less than Class VIII as rated in the most current available A.M. Best Insurance Reports and be licensed to do business in the State of Massachusetts. All such policies shall be issued in the name of the awarded vendor, and shall name, as Additional Insured, the University of Massachusetts. Policies shall waive the right of recovery against the University and shall be primary.

5.5.3 As to insurance required by this agreement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the University within fifteen (15) days after the tentative award of this agreement. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate in lieu thereof. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving thirty (30) days written advance notice hereof to the University's representative and that the insurance reflected thereon meets the minimum requirements of the proposal. A renewal policy or certificate shall be delivered to the University at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the University as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the University, the Proposer shall promptly obtain a new and satisfactory policy in replacement upon such written notice from the University.

5.6 The complete response to this solicitation shall include the following documentation:

5.6.1.1 Form of Proposal
5.6.1.2 Complete equipment specifications
5.6.1.3 Point-by-Point response – must reference bid section number in your response
5.6.1.4 Exceptions to specifications, terms or conditions
5.6.1.5 Service / Maintenance Plans
5.6.1.6 Four (4) sets of technical and planning documents
5.6.1.7 Training: details of training options
5.6.1.8 Warranty details
5.6.1.9 Narrative outlining the Vendor’s project approach
5.6.1.10 Narrative outlining conformance testing protocol
5.6.1.11 References
5.6.1.12 Bidder's Qualification Statement
5.6.1.13 Certificate of Insurance
5.6.1.14 Non-discrimination Certificate
5.6.1.15 Signature Authorization

RESPONDENTS ARE REQUESTED TO SUBMIT DOCUMENTATION IN THE ORDER LISTED ABOVE. INCLUDE A TABLE OF CONTENTS WITH PAGE NUMBERS IDENTIFYING EACH REQUIRED COMPONENT.

5.7 Incomplete Packages
Failure to provide all information requested in the RFP shall be cause to reject a proposal as non-compliant at the University's sole discretion.
5.8 **Minor Technicalities**
The University reserves the right to accept or reject any and all proposals and to waive minor technicalities if, at the University's sole discretion, such a waiver will not substantially change the offer or provide a competitive advantage to any vendor.

5.9 **Non-acceptance**
Non-acceptance of an offer shall mean that another offer was deemed more advantageous to the University, or that all offers were rejected.

5.10 **Obligations**
The contents of the RFP and any clarification thereto submitted by the successful firm shall become a part of the contractual obligation incorporated by reference into the ensuing contract.

5.11 **Modification Or Withdrawal Of Proposals Will Be Executed As Follows:**

5.11.1 A proposal shall not be modified, withdrawn or canceled by the respondent for a ninety (90) day period following the time and date assigned for the receipt of proposals and the respondent so agrees by submitting a proposal.

5.11.2 Prior to the time and date assigned for receipt, Proposals submitted early shall be modified or withdrawn only by written notice to the Director of Procurement at the Amherst Campus. Such notice shall be received by the Director of Procurement at the Amherst Campus prior to the designated date and time for receipt of Proposals. Withdrawn Proposals may be resubmitted up to the time designated for receipt of Proposals provided they are then fully in conformance with these terms and conditions.

**Section VI Award**

6.0 **Award Process**

6.0.1 A contract will be awarded to the vendor whose proposal the University deems to be the most advantageous to the University, in accordance with the criteria set forth within the RFP, taking into account the quality of the goods or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility.

6.0.2 The University may reject the proposal of any Bidder who is in default of any prior contract or has misrepresented the capabilities of the equipment or service to be provided.

6.0.3 The University may, in accordance with and pursuant to the Regulations of Massachusetts State Agencies, correct inaccurate awards resulting from clerical or administrative errors.

6.1 **Method of Award**
Only instruments that meet the minimum specifications outlined in Section III will be evaluated. The award shall be made to the most responsive and responsible firm offering the best value and most feasible proposal based on the criteria in the RFP as determined by the University. All firms, in submitting proposals, concur with this method of award and agree that they will not dispute any award made using this method.

The University reserves the right to conduct any test or make any contacts it may deem advisable to make accurate evaluations.

6.2 **Award Negotiations**
Selection may be made without further discussion or negotiation; therefore, proposals should be submitted upon the most favorable terms. Proposals must demonstrate an understanding of the scope of work; the ability to accomplish the tasks set forth, and must include information that will enable the University to determine the vendor's overall qualifications. The University reserves the right to request additional information or clarification on any matter included in the proposal. Prior to the award, the University may elect to conduct negotiations with the highest ranked proposers for purposes, which may include but are not limited to:
- Resolving minor differences and informalities;
- Clarifying necessary details and responsibilities;
- Emphasizing important issues and points;
- Receiving assurances from proposers;
- Exploring ways to improve the final contract.

If good-faith negotiations between the highest ranked bidder and the University do not result in mutually agreeable terms, the University reserves the right, at its sole discretion, to abandon negotiations with the highest ranked bidder, rescind its Notice of Intent to Award without penalty, and commence negotiations with the second highest ranked Bidder without further obligation to the bidder.

6.3 Requests for Clarification and/or Supplemental Information
As part of the review process, the University may request the Proposer to supply, in writing: clarifications; additional documentation; or information needed to fairly evaluate each proposal. Proposers are required to provide a written response within three (3) business days of their receipt of any request for clarification by the University.

6.4 Notification of Selected Firm
It is the University’s intention to review proposals, complete contract negotiations and execute an agreement.

6.5 The award will be contingent upon the successful Proposer’s acceptance of all of the required terms and conditions in the University’s standard contract for services, a sample of which is located at: http://www.umass.edu/procurement/Fill-In_Forms/Word%20Source%20Files/CFSL/CFS_Long_May2010_enabled.pdf and execution of any applicable required State of Massachusetts certifications and affidavits.

6.6 Evaluation Criteria
Major criteria to be evaluated are listed below. Weighted values will be assigned by the University prior to the opening date listed in the RFP.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>System Characteristics and Functionality, and Organizational Capability</td>
<td>Capability of vendor’s system to provide the functionality and conform to the technical specifications as described herein.</td>
</tr>
<tr>
<td></td>
<td>Compatibility of hardware, software, control sequencing and data collection with current and prospective University and collaborator research.</td>
</tr>
<tr>
<td></td>
<td>The overall value of the product and services provided by the proposer and their joint proposer, if applicable, demonstrated through competitive positioning, unique service offerings, technological capabilities, project management capabilities and network of collaborators and research partners.</td>
</tr>
<tr>
<td>Project/Implementation Plan</td>
<td>A narrative outlining the Vendor’s project approach; management approach, including the distribution of tasks, travel, and project management; resources dedicated to the project; communication plan and a comprehensive quality control/quality assurance plan.</td>
</tr>
<tr>
<td></td>
<td>A narrative outlining how the Vendor will establish conformance testing protocol</td>
</tr>
<tr>
<td>Support Plan</td>
<td>A plan for technical, research, and ongoing maintenance support that describes the number, function, relevant experience and competencies of the employees, management team, and/or contractors assigned to this proposal; the process through which support is provided; and the overall availability of support. The support plan shall demonstrate the overall quality of employees and management team, adequacy of staffing level for the life of the contract, and that assigned personnel have relevant experience in a higher education and/or public research institution of higher education setting of a similar or greater size than the University of Massachusetts.</td>
</tr>
</tbody>
</table>
A narrative outlining training made available through the product offering support, whether the training will be provided onsite or offsite, the number of seats and the amount of time to be provided, and the availability of training throughout the academic calendar.

References & History of Success
References from UMass and other universities or institutions that have contracted or utilized proposer’s services and whose requirements are similar to those outlined herein.
Examples of projects and of successful and compatible outcomes in regards to MRI/S

Pricing/Fee Structure
Overall value provided from the proposer’s product, service plan, and ancillaries, set-up costs for the implementation of the proposer’s product and service offering, ongoing annual maintenance/support costs, and hourly rates made available for on-call consulting services post-engagement.
Pricing is fair and consistent with quotes offered to peer institutions utilizing similar services.
Fee structure is comprehensive, transparent, simple to understand, explained and itemized. Enables the University to have a clear understanding of the costs associated with this proposal and the drivers of those costs.

6.7 Contract Format
The resulting contract will be the product of negotiations and will be the entire agreement between the University and the Vendor, superseding and rescinding all prior agreements relating to the subject matter thereof.

6.8 Contract Modification
All changes to the contract must be agreed to, in writing, by both parties prior to executing any change.

6.9 Contract Assignment or Subcontract
The resulting contract shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of the University.

Section VII Campus Information

7.0 Vehicles on Campus
To safeguard the students, faculty and staff, as well as to maintain the aesthetic beauty of the University, vendors must follow all University of Massachusetts Amherst parking rules and regulations. These can be found at: [http://parking.umass.edu](http://parking.umass.edu) Vendors are responsible for any citations or towing fees incurred.
APPENDIX A

Section 1

DEFINITIONS:

A. Acceptance will be upon the conclusion of the Testing Phase wherein University determines that the Equipment is in acceptable working order.

B. Downtime shall be the time that Equipment is unable to produce diagnostic images to be utilized for research or imaging due to Equipment malfunction or deficiency. Downtime shall begin upon notification to Contractor.

C. Testing Phase is the time period from the date of Installation until Acceptance. During this phase, University will test the Equipment and Contractor will make any necessary adjustments to meet University's requirements.

D. Service Agreement Period shall mean a 5 year period of time beginning at the start of the warranty period. Vendors are encouraged to offer pricing for warranties of 5, 7 and 10 years with their proposals but not less than 5 years.

E. Uptime Performance shall be the capability of the Equipment to be utilized for research or imaging. This period will be calculated over a period of twelve months beginning on the effective date of the Warranty Period or Service Agreement Period.

F. Warranty Period shall mean a 12 month period from the date of acceptance from the University. Vendors are encouraged to offer longer warranty period with their proposals.

1.1 Payment/Pricing Terms: NET 30 after acceptance of equipment. Vendor can propose other terms if they offer a discount for early payment. University reserves the right to reject any terms that they determine not to be advantageous to the University.

1.2 Detailed Contractor Responsibilities:

1.2.1 Responsibilities:

1.2.1.1 Contractor will be responsible for installation of Equipment in accordance with MRI manufacturer installation guidelines. Contractor will provide University with a copy of said guidelines. Contractor will notify University, in writing, if University's installation guidelines conflict with the manufacturers guidelines. Contractor will be responsible for any losses that arise out of its failure to notify University in writing of said conflicts.

1.2.1.2 Contractor will meet, coordinate and assist University's project engineer to determine the exact location for Equipment and to determine the schedule for installation. Contractor also agrees to meet and coordinate with any other vendors, including, but not limited to the construction contractor, to facilitate the installation of said Equipment.

1.2.1.3 Contractor will be responsible for any damage, including damage to finished surfaces, resulting from the performance of this Agreement shall be repaired to the University's satisfaction at the Contractor's expense, except such damage as may be directly due to the sole negligence of employees of the University.

1.2.1.4 Contractor will comply will all State and Federal applicable statutes, laws, ordinances, regulations, codes, rules or orders of, or issued by, any governmental body having jurisdiction over the services, location of the services or the Agreement. If any of these codes/requirements change and have an impact on this Agreement, such changes shall apply to this Agreement upon the effective date of such change.
1.2.1.5 Contractor must not presently be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with the State of Massachusetts, US Federal Government or any agency thereof.

1.2.1.6 Contractor’s bid submitted in response to the RFP was not made in connection or concert with any other person, entity or bidder, including any Affiliate of any other bidder, and is in all respects fair and without collusion or fraud.

1.2.1.7 Contractor is able to perform under this Agreement using Contractor’s own resources or the resources of a party who was not a bidder for the Services.

1.3.2 **Deliverables/Methods/Schedule:** Contractor will deliver equipment to University in accordance with the following schedule:

**INSTALLATION SCHEDULE TO BE INSERTED HERE upon final award.**

1.3.2.1 In the event University needs to delay the installation, Contractor will be responsible for storing Equipment until such time as University is prepared to accept delivery. University will give Contractor thirty (30) days notice of the desired delivery date. Storage for up to 90 days beyond the date agreed upon and specified in the University’s purchase order will be at no cost to the University. Charges beyond 90 days must be mutually agreed upon by both parties.

1.3.2.2 Contractor will maintain ownership of and responsibility for the equipment until the final Installation is complete and accepted by the University.

1.3.2.3 Upon installation of Equipment, University will enter a Testing Phase for **15 business days.** During this Testing Phase, Contractor will be responsible for making any adjustments, modifications or fixes to ensure that the Equipment is functioning as required by University. “Acceptance” of the Equipment will be upon the conclusion of a satisfactory Testing Phase.

1.4 **Training:**

1.4.1 Contractor will provide formal and informal training to University personnel in the operation of the Equipment. Contractor will cover all training expenses including, but not limited to tuition, travel and any per-diem costs.

1.4.2 Contractor will also provide training for 4 university personnel on preventative maintenance and repair of all components of the Equipment. Contractor will cover all training expenses, including, but not limited to tuition, travel and any per-diem costs.

1.4.3 Vendor must include detailed information with their proposal on the types of training, location, number of sessions, etc. so that the University can evaluate their proposal.

1.5 **Warranty:**

1.5.1.1 Contractor must warrant to the University that the Equipment will perform in substantial compliance with its performance specifications for a period of **12 months** after Acceptance. The University will accept optional warranty periods that exceed 12 months. Vendor to provide full details, including pricing, in their proposal.

1.5.2.1 During the warranty period, University has the right to return the Equipment, without penalty and for a full refund, if said Equipment is determined to be unacceptable due to deficiencies in the performance specifications.

1.5.3.1 Contractor will provide services 24 hours per day, 7 days per week and 365 days per year, as necessary, for urgent repairs. Vendor to include a full breakdown of repair services offered with a cost breakdown for repairs during normal business hours, after hours and weekend/holiday coverage. This breakdown should fully describe all services offered including on campus, remote and phone
consultation services. Describe response times for all service options provided.

1.5.4. Contractor will provide University with written reports of any maintenance that is performed on the Equipment. The reports must detail the work performed, provide accurate hours for labor and travel and contain list prices for any parts that were replaced.

1.5.5. During the warranty period, if the Equipment is inoperable due to a repair for more than twenty four hours, Contractor will extend the warranty period by one week for each 24 hour period that the equipment is inoperable. For instance if the unit is inoperable for 72 hours then the vendor will extend the warranty period by 3 weeks.

1.5.6. In the event University transfers or relocates the Equipment, Contractor will inspect the Equipment prior to, and after its relocation and assist University with the transfer at no additional cost within the warranty period or if under a maintenance agreement. The Warranty on said Equipment will remain in place for the remainder of the Warranty period.

1.6. System Performance Guarantee for Warranty Period and Service Agreement Period:
Contractor guarantees ninety-nine percent (99%) Uptime Performance during the Principal Coverage Period. For purposes of this section the following definitions apply:

i.) **Measurement Period**: The Measurement Period for determining Uptime Performance is twelve months beginning on the effective date of the Warranty Period or Service Agreement Period and thereafter on the annual anniversary date of such effective date.

ii.) **Base Hours** means the hours/day and days/week over which Uptime Hours and Downtime will be calculated during the Measurement Period. The Base Hours will be the contracted hours of coverage provided for under this Agreement.

iii.) **Uptime Hours** are determined by subtracting the total Downtime from the Base Hours for the Equipment.

iv.) **Uptime Percentage Calculation** is determined by dividing the Uptime Hours by the Base Hours and multiplying the result by 100. Below is an example of how Uptime Percentage Calculation is determined:

Base Hours = 8:00AM to 5:00 PM Monday through Friday over 12 months
(9 hours x 5 days) x 52 weeks = 2,340 Base Hours
2,340 Base Hours – 70 Downtime hours = 2,270 Uptime Hours
(2270/2,340) x 100 = 97.0% Uptime Percentage

If the Equipment' Uptime Performance level is found to be less than the guaranteed percentage, in accordance with the Uptime Percentage Calculation, Contractor will extend the warranty for the Service Agreement by 30 calendar days for every percentage point below the guaranteed percentage.

END OF RFP AA15-GD-4970