

REQUEST FOR BID PROPOSALS

For a:

“High Performance Liquid Chromatograph-Mass Spectrometer (HPLC-MS)”

WEST VIRGINIA STATE UNIVERSITY RESEARCH AND DEVELOPMENT CORPORATION

The West Virginia State University Research and Development Corporation (“the Corporation”) is soliciting proposals for a high performance liquid chromatograph-mass spectrometer (HPLC-MS).

SECTION ONE GENERAL INFORMATION

1.1 **Purpose of this Request.** The purpose of this Request for Proposals (RFP) is to select a qualified vendor to provide a high performance liquid chromatograph-mass spectrometer (HPLC-MS). The Corporation, by means of this RFP, invites all qualified vendors to submit bid proposals in accordance with the requirements outlined in this RFP. The Corporation anticipates that, based on its review and evaluation of the Proposals received pursuant to this RFP, it will select a Proposer and execute a contract whereby the Proposer renders Products and Services to the Corporation, in accordance with terms and conditions set forth in the partnership agreement.

1.2 **Primary Goal of this Request.** To procure an HPLC-MS to enhance chemistry research and teaching at the University and provide a tool to prepare students for rapidly growing chemical technology fields.

1.3 **Information about West Virginia State University and WVSU Research and Development Corporation.** Located in Institute, West Virginia; West Virginia State University was founded in 1891 as an 1890 Land-Grant institution. As such, WVSU has a tripartite mission of providing education via instruction, research, and outreach. The University has a current total student population of close to 4,000. WVSU offers associate, baccalaureate, and graduate programs. The University consists of five Academic Colleges including Natural Sciences and Mathematics, Arts and Humanities, Business Administration and Social Sciences, and Professional Studies and the Arts, and a number of special departments and units such as the Office of Research and Public Service. The procurement of an HPLC-MS is a major component of a US Department of Defense (DoD) Research and Education Program for Historically Black Colleges and Universities and Minority Serving Institution (HBCU-MI) Equipment/Instrumentation grant, awarded to the University to enhance its current research capabilities and strengthen its academic programs. The WVSU Research and Development Corporation (hereinafter the Corporation) was established in 1991 to provide fiscal services to the Corporation which facilitate research and development grants and opportunities. This RFP is being administered by the Corporation.

1.4 **Corporation's Right to Reject.** This RFP does not commit the Corporation to select a Proposer or to award a Contract to any Proposer. The Corporation reserves the right to accept or reject, in whole or in part, any Proposal it receives pursuant to this RFP. In the event that mutually acceptable terms cannot be reached within a reasonable period of time, the University reserves the right to undertake negotiations with the next most advantageous firm without undertaking a new procurement process.

1.5 **Schedule of Events.** The Corporation will make a good faith effort to follow the timeline below for evaluating, negotiating and issuing an award:

Event

Deadline for Intent-to-Submit Form
Deadline for Accepting RFP Questions
Deadline for RFP submission
Proposer Selection and Agreement Execution

Date

June 5, 2014 (4:00 pm EST)
June 5, 2014 (4:00 pm EST)
June 13, 2014 (4:00 pm EST)
June 16, 2014 (4:00 pm EST)

SECTION TWO
RFP REQUIREMENTS

- 2.1 **Right to Modify, Rescind, or Revoke RFP.** The Corporation reserves the rights to modify, rescind, or revoke this RFP, in whole or in part, at any time prior to the date on which the authorized representative of the Corporation executes a Contract with the Selected Proposer.
- 2.2 **Compliance with RFP Requirements.** By submission of a Proposal, a Proposer agrees to be bound by the requirements set forth in this RFP. The Corporation, at its sole discretion, may disqualify a Proposal from consideration, if the Corporation determines a Proposal is non-responsive and/or non-compliant, in whole or in part, with the requirements set forth in this RFP.
- 2.3 **Binding Effect of Proposal.** Unless otherwise agreed in writing signed by the Corporation's Executive Director, each Proposer agrees to and shall be bound by the information and documentation provided with the Proposal, including prices quoted and partnership services.
- 2.4 **Signature, Certification of Proposer.** The Proposal must be signed and dated by a representative of the Proposer who is authorized to bind the Proposer to the terms and conditions contained in this RFP. Each Proposer submitting a Proposal certifies to both (a) the completeness, veracity, and accuracy of the information provided in the Proposal and (b) the authority of the individual whose signature appears on the Proposal to bind the Proposer to the terms and conditions set forth in this RFP. Proposals submitted without the required signature shall be disqualified.
- 2.5 **Requirements for Submission.** In response to this RFP each Proposer **MUST** submit an **Intent-to-Submit Form** (Appendix B) to be eligible to participate and be considered in this RFP. This form must be signed and sent via fax or email by June 5, 2014, 4:00 p.m. EST.

Each Proposer shall submit **a sealed package** containing: one (1) original and three (3) copies-- which must be clearly defined as the ORIGINAL – as well as, one (1) electronic copy. **Faxed proposals will not be accepted.** The original shall be prepared as a Word document, formatted in at least 12-point-font double spaced. Copies should be of good quality and legible. The cover shall also reflect the subject matter of the Proposal as follows: RFP FOR “High Performance Liquid Chromatograph-Mass Spectrometer (HPLC-MS)”. Electronic copy shall be submitted on a flash drive and included along with requested hardcopies, in one clearly labeled, sealed box/package, to be submitted to address below:

West Virginia State University
Research and Development Corporation
Attn: Karen Thomas
Administrative Research Associate
4015 Fairlawn Avenue
Institute, WV 25112-1000
Email: kathomas@wvstateu.edu

2.6 **Deadline for Proposals.** Proposals must be at the above specified address and business office, no later than 4:00 p.m., Eastern Standard Time, on June 13, 2014.

ANY PROPOSAL RECEIVED AFTER THE DEADLINE WILL BE DISQUALIFIED FROM CONSIDERATION.

2.7 **Risk of Loss, Damage, Delay.** Proposer acknowledges and agrees to release and hold harmless the West Virginia State University Research and Development Corporation, West Virginia State University, Corporation's Board of Directors, University's Board of Governors, officers, employees, agents, and personnel, from and against any and all claims, liability, damages, and costs, including court costs and attorneys' fees, arising out of or pursuant to delivery of the Proposal or failure to deliver the Proposal to the Business Office at West Virginia State University Research and Development Corporation, as specified in Sections 2.5 and 2.6 of this RFP.

2.8 **Ownership of Proposals.** All Proposals become the physical property of the Corporation upon receipt.

2.9 **Use, Disclosure of Information.** Proposers acknowledge that the Corporation is a private not-for-profit agency incorporated in the State of West Virginia and is, therefore, not required to comply with the West Virginia Freedom of Information Act. However, Proposers acknowledge that West Virginia State University is a State Public University required to comply with the West Virginia Freedom of Information Act. Thus, if a Proposal includes proprietary data, trade secrets, or information the Proposer wishes to exempt from public disclosure, then the Proposer must specifically label such data, secrets, or information as follows: "**PRIVILEGED AND CONFIDENTIAL -- PROPRIETARY INFORMATION.**" To the extent permitted by law, information labeled by the Proposer as proprietary will be used by the Corporation only for purposes related to or arising out of the (a) evaluation of Proposals, (b) selection of a Proposer pursuant to the RFP process, and (c) negotiation and execution of a Contract, with the Proposer selected.

2.10 **Costs of Participation.** The Corporation specifically disclaims responsibility and/or liability for any and all costs, expenses, or claims related to or arising out of the Proposers participation in this RFP process, including but not limited to costs incurred as a result of preparing, copying, shipping, presenting, and/or clarifying the Proposal and the information relevant to the Proposal.

2.11 **Compliance with Applicable Laws, Regulations, Ordinances, Board of Directors Policies, Corporation Policies and Procedures, and any applicable University Policies and Procedures.** By submitting a Proposal, the Proposer agrees to and shall comply with all applicable local, state and federal laws and regulations, as well as with all applicable policies.

SECTION THREE **RFP PROCEDURES**

3.1 **Rescission of Proposal.** A Proposal can be withdrawn from consideration at any time prior to expiration of the Deadline for Proposals, as stated in Section 2.6 of this RFP, pursuant to a written request sent to the Administrative Research Associate, administering this RFP, at the same address provided in Section 2.5 above.

3.2 **Request for RFP Electronic Copy.** A Proposer may request an electronic copy of the RFP from the Administrative Research Associate by calling 304-204-4353, or by sending an emailed request to kathomas@wvstateu.edu. An electronic copy of the RFP will also be available for downloading at the following University website: www.wvstateu.edu/research/HPLC-MS/rfp. A hard copy of the RFP can be picked up at 4015 Fairlawn Ave, Institute, WV. The RFP will be available until June 5, 2014 by 4:00 pm.

3.3 **Request for Clarification.** The Corporation reserves the right to request clarification of any information contained in a Proposal.

3.4 **Questions by Proposers.** The deadline for questions submitted by Proposers is June 5, 2014 **no later than 4:00 p.m., Eastern Standard Time (EST)**. The Corporation will accept no questions after this date. **Questions in regard to the RFP must be submitted via email as specified below; the question, written Corporation response, and addenda, if any, related to the RFP will be distributed to all “Eligible” Proposers via email from June 5 to June 12, 2014, by 2:00 p.m. EST.** If the Corporation determines a question has been sufficiently answered in the RFP, the inquiring Proposer will be referred to the relevant section of the RFP.

All questions related to this RFP may be submitted via email to:

Dr. Micheal Fultz,
Assistant Professor of Chemistry
West Virginia State University
mfultz@wvstateu.edu

3.5 **Addenda to the RFP.** Each Proposer will be provided with copies of Corporation-approved addenda, including amendments to the RFP via email. If and as necessary, as determined by the Corporation, Proposers will, in turn, be allowed time to revise or supply additional information in response to such addenda.

3.6 **Communications with Corporation’s Personnel.** Except as provided in this RFP and as is otherwise necessary for the conduct of ongoing Corporation’s business operations, Proposers are expressly and absolutely prohibited from engaging in communications with the Corporation’s (and related University) personnel and selection committee members who are involved in any manner in the review and/or evaluation of the Proposals; selection of a Proposer; and/or negotiations or formalization of a Contract. If any Proposer engages in conduct or communications that the Corporation determines are contrary to the prohibitions set forth in this Section 3.6, the Corporation may, at its sole discretion, disqualify the Proposer and withdraw the Proposer’s Proposal from consideration.

3.7 **On Campus Visits.** The Corporation understands and supports campus visits by prospective Proposers. Before arriving on campus, the visiting agency is required to register with the Assistant Professor of Chemistry 24 hours in advance by calling (304) 766-3106. Every effort will be made to accommodate visiting requests.

3.8 **Evaluation of Proposals.** The Selection Committee will review Proposals in accordance with the procedure and criteria set forth in this RFP. Award will not necessarily be made to the firm submitting the lowest cost proposal. Proposals that are (i) incomplete, (ii) not properly certified and signed, (iii) not in the required format, or (iv) otherwise non-compliant, in whole or in part, with any of the requirements set forth in this RFP may be disqualified by the Corporation.

3.9 **Proposer Presentations.** If deemed necessary by the selection committee, Proposers may be invited to campus to present their program/service to the Selection Committee; however, proposals may be accepted without such discussions or interviews. The Selection Committee will establish the time, date and location for presentations. Proposers’ contacts will be notified of this requirement via email or phone by the Administrative Research Associate, including providing further instructions established by the selection committee.

SECTION FOUR
PROPOSAL CONTENTS

4.1 **Provision of Information.** Each Proposer must provide current, accurate, complete information about all of the following requested sections (A-C) in support of its Proposal (please coordinate numbers with responses):

A. Systems Technical Specifications and Deliverables:

1. The instrument must have the following specifications:
 - a. Mass Resolution – 20,000 FWHM
 - b. Mass Range – 50 – 20,000 m/z ratio @ 1,522 m/z
 - c. Dynamic Range – 5 orders of magnitude
 - d. Mass accuracy - < 2 ppm
 - e. Sensitivity – 100:1 RMS for 10 pg reserpine
 - f. Instrument must be capable of Atmospheric Pressure Chemical Ionization
 - g. It is to include a monitor, keyboard, PC, R/W DVD and USB port.
2. Pre-installed software will include a compiled database of metabolites that can be searched via mass weight, retention time, or both. This database must be customizable for new metabolites and updateable.
3. Basic system training on-site is required following installation.
4. A second training on-site on the instrument and software capabilities, as well as preventive maintenance by a “mass spectroscopist” is required. Training should take place by August 6, 2014.
5. A minimum one year on-site warranty on all hardware is required with a response time of 1-2 working days.
6. The vendor must specify the minimum time provided for phone/email support as needed at no additional charge for all supplied hardware and software.
7. Detail information (as practically as possible) must be provided in relation to the proposed cost of each component comprising the LC-MS system systems, as above specified.
8. Upon signing of a contractual agreement for the providing of products and services as specified in this RFP, vendor is required to complete the installation of the system within 45 days.

B. Business, Financial Information.

- (1) Name, physical address, email address, telephone number, and title of the person(s) whom the Corporation can contact about the Proposal;
- (2) Corporate filings, DBA name, registration and tax identification number;
- (3) Name(s) of owner(s) or partners or directors, as applicable;
- (4) Names, titles, and resumes of Proposer officials who will serve as primary Proposer contacts;

- (5) Length of time during which the Proposer has provided the Services/Products contemplated by this RFP;
- (6) List of three (3) references, preferably for West Virginia colleges/universities, for whom the Proposer has provided or currently provides Services/Products; and
- (7) Insurance carrier(s), types, and amounts of coverage currently maintained by the Proposer, and claims/loss reports for the three (3) preceding calendar/fiscal years.

C. Services, Plans, Reports, Billing.

- (1) Description of Products and Services the Proposer is able to provide in relation to this RFP;
- (2) Detailed Plan, with projected time lines and itemized costs, for provision of Products and Services;
- (3) Names, titles, contact point of Proposer officials who will serve as primary Proposer contacts performing services in support of the agreement, plus supporting credentials demonstrating the education, training, and experience of these personnel.
- (4) Task-specific training required for Proposer's personnel;
- (5) Procedures followed when contacted by a Corporation's official about issues related to the rendition of Services;
- (6) Methods, procedures, and processes to ensure quality control; and
- (7) Billing procedures and processes utilized by the Proposer.

4.3 **Rates for Services.** Each Proposer must provide specific information about fees for all Products and Services.

4.4 **Proposer Affirmation Clauses.** Each Proposer must affirm and incorporate in its Proposal all of the Affirmations set forth in this Section 4.4. If the Corporation determines a Proposer has submitted a false statement, in whole or in part, in regard to any of these affirmations, then the Corporation will disqualify the Proposer from consideration.

- A. Bidder/proposer has not conferred or offered to confer, either directly or indirectly, any benefit whatsoever on a public servant in connection with the submitted Proposal or the subject matter of the Proposal;
- B. Bidder/proposer affirms that no affiliation exist between owners, officers, administrators and employees of the bidder/proposer and the Corporation which could be construed as a conflict of interest.
- C. Bidder/proposer either is not subject to the payment of franchise taxes to the State of West Virginia or is not currently delinquent in regard to the payment of franchise tax owed to the State of West Virginia;
- D. Bidder/proposer, individually or acting by and through its officers, principals, employees, contractors, subcontractors, agents, or personnel, has neither (i) violated state or federal antitrust laws nor (ii) communicated any of the contents of the Proposal to its competitors or any other person or entity engaged in such line of business;
- E. Bidder/proposer did not participate in or receive compensation for preparation of the RFP;
- F. Bidder/proposer certifies that the individual or business entity named in the Proposal is not ineligible to enter into a resulting contract, if any. If this certification is inaccurate, then the resulting contract can be terminated.
- I. Proposer understands that acceptance of funds under this contract acts as acceptance of the authority of the State of West Virginia, or any successor agency, to conduct an audit or investigation in connection with those funds. Proposer further agrees to cooperate fully with the State of West Virginia, and any Federal agency associated with this funding, in the conduct of the audit or investigation, including providing all records requested. Bidder/Proposer will ensure that

this clause concerning the authority to audit funds received indirectly by subcontractors through Bidder/Proposer and the requirement to cooperate is included in any subcontract awards;

- J. Bidder/proposer shall defend, indemnify, and hold harmless the State of West Virginia, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of the Proposer or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of the resulting contract;
- K. Bidder/proposer understands that any dispute arising under this RFP, or any resulting contract, may be resolved through any means, including litigation.

4.5 **Requests for Proposal Submission Form.** Each Proposer must submit a complete and signed Request for Proposal Submission Form (Appendix A).

SECTION FIVE **EVALUATION, SELECTION, AWARD**

5.1 **Discussions with Proposers.** The Corporation may conduct discussions and/or negotiations with any Proposer that appears to be eligible for award ("Eligible Proposer") pursuant to the selection criteria set forth in this RFP. In conducting discussions and/or negotiations, the Corporation will not disclose information derived from Proposals submitted by competing Proposers, except as and if law requires disclosure.

5.2 **Modification of Proposals.** All Eligible Proposers will be afforded the opportunity to submit best and final Proposals if (a) negotiations with any other Proposer result in a material alteration to the RFP and (b) such material alteration has a cost consequence that could alter the Proposers quotations regarding rates for Services.

5.3 **Selection of Proposer.** The Proposer selected for award will be determined by the Corporation in accordance with the evaluation criteria set forth in Section 5.5, to be the most advantageous to the Corporation. Proposers acknowledge that the Corporation is not bound to accept the lowest-priced Proposal.

5.4 **Evaluation of Proposals.** Corporations (and eligible University) personnel, including personnel who serve on the Selection Committee, will evaluate proposals. Submission of a Proposal indicates the Proposers acceptance of the evaluation process set forth in this RFP and the Proposers acknowledgement that subjective judgments must be made by the Corporation in regard to the evaluation process.

5.5 **Criteria for Evaluation.** Evaluation of Proposals and award to the Selected Proposer will be based on the following factors, as weighted (optional) and listed below:

A. Company and Personnel Experience and Qualifications (30 points maximum):

Provide a description of (a) your company's experience in High Performance Liquid Chromatograph-Mass Spectroscopy systems for higher education institutions which you believe qualifies your firm as a qualified provider; (b) identify the personnel that will be assigned to this engagement and their qualifications via a resume; and (c) identify the institutions for which this service/products were provided and the names, addresses and telephone numbers of a contact for each.

B. Training and Maintenance (30 points maximum):

Provide a description of the proposed training and maintenance to be provided with system.

C. Cost (50 points maximum):

Provide total costs of the (1) proposed HPLC-MS system and (2) peripheral components and software including individual costs of each of its components and if applicable, price of alternative options. Also provide costs of additional services beyond the systems' specifications above (Section 4.1) and list any discounts provided.

D. Timeline for Completion of Project (20 points maximum):

Please provide a detailed timeline required to fully complete the project from the time the purchase agreement is executed to the time the systems are fully operational. As per this RFP, a 45-day completion timeframe is requested (Section 4.1 A-8).

5.6 **Consideration of Additional Information.** The Corporation reserves the right to ask for and consider any additional information deemed beneficial to the University in evaluation of the Proposals.

SECTION SIX **INSURANCE**

6.1 Required Coverage. For the duration of the agreement, for all renewal terms, and for purposes of indemnification obligations that are specified to survive termination or expiration of the agreement, Proposer shall obtain, at its sole expense and at no cost to the University, the following coverage and shall maintain such coverage in full force and effect:

- A. **Workers' Compensation.** Workers' Compensation covering all individuals who provide Services pursuant to the agreement at the request of the Proposer, at the statutory limits in effect as of the Effective Date of the Contract and as modified from time to time by the regulatory body or insurance carrier charged with administering Workers' Compensation for the State of West Virginia;
- B. **Commercial General Liability.** Commercial General Liability, including operations, Contractual liability, and products liability in the combined single limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate;
- C. **Automobile Liability.** Comprehensive Automobile Liability Insurance in the combined single limit of not less than one million dollars (\$1,000,000); and
- D. **Employer's Legal Liability.** Employer's Legal Liability in amounts of not less than five hundred thousand dollars (\$500,000) per accident, five hundred thousand dollars (\$500,000) for disease (policy limit), and \$500,000 for disease (per person).

6.2 **Effect of Indemnification Obligations.** No provision, term, or condition in the Contract regarding indemnification obligations shall be construed to limit the application of insurance procured by the Proposer in accordance with requirements set forth in the Contract.

6.3 **Additional Named Insured, Subrogation.** With the exception of the Workers' Compensation policy, the Corporation shall be an additional-named insured on all policies, and subrogation against the Corporation must be waived.

6.4 **Certificates of Coverage.** At least seven (7) days prior to the Effective Date of the Contract and at least seven (7) days prior to the commencement of any renewal Term of the Contract, the Proposer

shall furnish the Contracting Office with certificates of insurance in a form acceptable to the University's Risk Manager, certifying that the Proposer carries the required insurance policies and coverage. The certificates shall be sent to the Business Office, at the address or fax number listed previously in the RFP.

6.5 **Notification of Cancellation.** Each insurance policy shall contain a covenant by the insurance company issuing the policy that the policy will not be modified or canceled unless thirty (30)-days' prior written notice of modification or cancellation is given to the Corporation's Business Manager. In the event the Proposer receives notice of modification or cancellation of any of the policies required under the Contract, then, prior to the effective date of modification or cancellation of the policy, the Proposer shall obtain a policy of insurance affording the required coverage from an insurance carrier acceptable to the Corporation's Risk Manager. If the Proposer fails to obtain such an insurance policy, the Corporation may immediately terminate the Contract without further notice to the Proposer.

SECTION SEVEN **GENERAL TERMS AND CONDITIONS**

7.1 **Initial Term; Renewal Terms.** The Corporation anticipates having a maintenance agreement for products and services with the selected Vendor congruent at least with the one (1) year warranty of the product/service provided - as specified in section 4.1 A- 5, above.

7.2 **Termination.** The Contract may be terminated if the first instance of the following occurs:

- A. **Termination without Cause.** In the event either the Corporation or the Proposer shall, with or without cause, at any time give to the other at least 60 days' advance written notice, the Contract shall terminate on the future date specified in such notice.
- B. **Mutual Agreement.** In the event the Corporation or the Proposer mutually agree in writing, the Contract may be terminated on the terms and date stipulated in the writing.
- C. **Termination by Default.** In the event either Party shall give notice to the other that the other Party has substantially defaulted in the performance of any obligation under the Contract, and the default has not been cured within 10 business days following the receipt of such notice by the Party alleged to be in default, the Party giving notice shall have the right to terminate the Contract immediately, upon the close of Corporation's business, or at 5p.m., Eastern Standard Time on the 10th business day after notice was received.
- D. **Termination for Insolvency, Bankruptcy, Assignment to Creditors.** The Corporation may, without further notice, terminate this Agreement immediately if the Proposer (i) petitions for reorganization under the Bankruptcy Code or is adjudged bankrupt; (ii) becomes insolvent or a receiver is appointed due to the insolvency; or (iii) makes a general assignments or sale of its assets or business for the benefit of creditors.

7.3 **Requirements for Recordkeeping.** The Proposer shall maintain records generated pursuant to Services rendered in accordance with the Contract for a period of at least three (3) years after submission of the last accounting report date on which Services were rendered, or until final resolution of any proceedings arising out of the Contract, whichever date is later in time.

7.4 **Indemnification by the Proposer.** The Proposer agrees to and shall indemnify and hold harmless the West Virginia State University Research and Development Corporation, and its Board of Directors; the University and its Board of Governors, officers, agents, employees, and personnel, from and against claims arising out of or attorneys' fees and for general conduct, whether based upon Proposer, employment, apparent Proposer, joint venture, partnership, or any other legal theory by which liability is adjudged against Corporation and /or University for the acts, intentional acts, omissions, negligence, or gross negligence of the Proposer and/or any personnel or individuals providing Services on behalf of the Contractor pursuant to the Contract. The indemnification obligations set forth in the Contract shall survive termination or expiration of the Contract.

7.5 **Right to Inspect.** The Corporation retains the right to examine, inspect, audit, and copy, regardless of location, any and all documents, records, files, data, and information generated or utilized by the Proposer in the performance of the Contract.

7.6 **Corporation's Method of Payment:** Payment of fees and expenses, not to exceed the maximum proposed, will be made upon satisfactory completion of the required services. Progress payments may be approved at the discretion of the Corporation Business Director in charge of this RFP or designee.

7.7 **Definition of Terms.**

- A. **Contract.** The term "Contract" shall mean the written agreement, if any, executed by the authorized representatives of the University and the Selected Proposer(s) that formalizes the terms, provisions, covenants, and obligations, including but not limited to those contained in this RFP, of the respective parties to the arrangement for provision of Services.
- B. **Corporation's Liaison.** The term "University Liaison" shall be defined as the Executive Director (or appointee) for purposes of this RFP.
- C. **Proposer's Personnel.** The term "Proposer's Personnel" shall mean and include any and/or all of the following, without limitation: employees, leased employees, agents, officers, directors, staff, independent contractors, contractors, or subcontractors, or any individuals furnished, referred, or provided by the Proposer for purposes arising out of or related to this RFP, the Proposer's Proposal, and the Contract, if any, that results from the award made by the Corporation to the Selected Proposer.

APPENDIXES

Appendix A: REQUEST FOR PROPOSAL SUBMISSION FORM

Appendix B: RFP INTEND-TO-SUBMIT FORM

Appendix A

**West Virginia State University
Research and Development Corporation**

REQUEST FOR BID PROPOSAL (RFP) SUBMISSION FORM

For:

High Performance Liquid Chromatograph-Mass Spectrometer (HPLC-MS)

DATE: _____

TO THE OWNER: West Virginia State University
Research & Development Corporation
4015 Fairlawn Ave
Institute, WV 25112-1000

PROJECT: High Performance Liquid Chromatograph-Mass Spectrometer (HPLC-MS)

The undersigned, hereinafter called the Vendor, Offeror, or Proposer, being familiar with and understanding the RFP Documents as well as being familiar with all conditions affecting the above project, hereby proposes to furnish all labor, material, equipment, supplies and transportation, and to perform all Work in accordance with the RFP Documents.

I (We) also acknowledge the following Addenda:

ADDENDUM

<u>NOS.</u>	<u>DATE</u>
(1) _____	_____
(2) _____	_____

I (We) understand that failure to confirm the receipt of the addendum (addenda) is cause for rejection of this proposal.

BASE PRICE: HPLC-MS

I (We) agree to perform all work required to complete installation of the HPLC-MS project, located in Institute, WV, all in accordance with the Contract Documents for the sum of:
_____ Dollars
(\$_____)

In the event of a difference between the written amount and the number amount, the written amount shall prevail.

Please note that, as requested in section **4.1 A-7** and further specified in **Section 5.5 C** of this RFP, additional information in relation to price of specific components of the HPLC-MS systems are to be included in the proposal.

It is expressly agreed that the work shall be started within seven (7) days of the Owner's Notice to Proceed. The Proposer, if successful and awarded a Contract, agrees that all Work is to be Substantially Completed within 45 calendar days following receipt of the Owner's written Notice to Proceed.

Installation Schedule:

Any work performed prior to receipt of the Owner's written Notice to Proceed and/or Purchase Order shall be at the Proposer's risk.

Upon receipt of the Owner's written notice of the acceptance of this RFP price, the Proposer agrees that she/he shall execute and deliver the bonds and insurance certificates, copy of WV Contractors License, No Dept to WV Affidavit, and Proof of Workers Compensation as set forth in the RFP Documents to the Owner, or the Proposer shall forfeit the security deposited with this Bid.

RESPECTFULLY SUBMITTED:

DATE: _____
WV VENDOR NO: _____
CONTRACTOR LICENSE NO: _____
BY: _____

(Signature in Ink)

TITLE: _____
FIRM NAME: _____
ADDRESS: _____

(SEAL: If Proposal is by a Corporation)

Appendix B

**West Virginia State University
Research and Development Corporation**

**REQUEST FOR PROPOSAL
INTENT-TO-SUBMIT FORM**

For:
“High Performance Liquid Chromatograph-Mass Spectrometer (HPLC-MS)”
Institute, WV

If you intend to submit a proposal in relation to this RFP, you are asked to complete this form by the due date as reflected in Section 1.5 and fax or email it to:

Karen Thomas
Administrative Research Associate
WVSU Research & Development Corporation
Fax: 304-766-4326
Email: kathomas@wvstateu.edu

If you identify yourself as a potential submitter, West Virginia State University Research and Development Corporation will be able to notify you of any RFP changes/revisions/addenda and forward relevant information.

Please note:

“FILING THIS INTENT-TO-SUBMIT FORM IS REQUIRED IN ORDER TO BE ELIGIBLE TO SUBMIT A PROPOSAL IN RESPONSE TO THIS RFP.”

However, filing this Intent-To-Submit Form does not commit you to submitting a proposal.

Filing an Intent-To-Bid Form is ALSO required if you wish to submit specific questions concerning an RFP.

----- INTENT-TO-SUBMIT -----

RFP Name: _____
Vendor Name: _____
Address: _____

Name of Contact Person: _____
Title: _____
Email: _____
Phone: _____
Fax: _____