**REQUEST FOR BIDS**

**For:**

“Completion and installation of greenhouse components.”

**WEST VIRGINIA STATE UNIVERSITY**

**RESEARCH AND DEVELOPMENT CORPORATION**

West Virginia State University Research and Development Corporation (“the Corporation”), is soliciting contractor services in connection with the installation of shade curtains in Rimol Greenhouses. Greenhouses are located on the campus of West Virginia State University.

**SECTION ONE**

**GENERAL INFORMATION**

* 1. **Purpose of the Request for Bids.** The purpose of this Request for Bids (RFB) is to select a qualified vendor to provide installation of shade curtains (two 30’ x 96’ and two 30’ x 48’ Wadsworth PowerPull retractable shade curtains) and finish installation of remaining greenhouse. The Corporation, by means of this RFB, invites qualified Bidders to submit bids in accordance with the requirements as outlined in this RFB. The Corporation anticipates that, based on its review and evaluation of those written Bids received pursuant to this solicitation, it will select a Bidder and execute a contract whereby the Bidder renders Products and Services to the Corporation, in accordance with the Scope of Work and terms and conditions set forth in the ensued agreement.
	2. **Primary Goal of the Request for Bids.** To procure contractor services for installation of greenhouse shade curtains and finish installation of remaining greenhouse components. The shade curtains are used to regulate temperature in greenhouses which will be used for Agricultural research at WVSU.

**Information about West Virginia State University and WVSU Research and Development Corporation.** Located in Institute, W.Va., West Virginia State University (the University) was founded in 1891, as an 1890 Land-Grant institution with a tripartite mission of providing education to its stakeholders via instruction, research and outreach. The University has a current total student population nearing 2,900, offering baccalaureate and graduate programs. The University consists of four academic colleges including Natural Sciences and Mathematics, Arts and Humanities, Business Administration and Social Sciences, and Professional Studies and the Arts, as well as a number of special departments and units such as the Gus R. Douglass Land-Grant Institute. The shade curtain installation is an effort to complete installation of a new greenhouse complex which is a part of the University’s Agricultural and Environmental Research Station. WVSU Research and Development Corporation (hereinafter the Corporation) was incorporated in 1991, under W.Va. Code Chapter 18B. The Corporation serves as the University’s primary fiscal management agent of its externally sponsored funding including grants, contracts and gifts derived from federal, state, municipal, corporate, foundation and private individuals. This RFB is being administered by the Corporation.

* 1. **Corporation's Right to Reject.** This RFB does not commit the Corporation to select a Bidder or to award a Contract to any Proposer. The Corporation reserves the right to accept or reject, in whole or in part, any Bid it receives pursuant to this solicitation. In the event that mutually acceptable terms cannot be reached within a reasonable period of time, the Corporation reserves the right to undertake negotiations with the next most advantageous firm without undertaking a new procurement process.
	2. **Schedule of Events.** The Corporation will make a good faith effort to follow the timeline below for evaluating, negotiating and issuing an award:

**Event** **Date**

Deadline for Accepting RFB Questions *April 11, 2023 (4:00 pm EST)*

Deadline for Bids Submission *April 14, 2023 (9:00 am EST)*

Public Opening of Bids (Read Aloud) *April 14, 2023 (9:15 am EST)*

Proposer Selection and Notice to Proceed *April 18, 2023 (4:00 pm EST)*

Agreement Execution *May 16, 2022 (4:00 pm EST)*

Expected Project Completion Date *August 4, 2023 (5:00 pm EST)*

* 1. **Acknowledgement of Funding.** This work is supported by the USDA National Institute of Food and Agriculture.

**SECTION TWO**

**RFB REQUIREMENTS**

2.1 **Right to Modify, Rescind, or Revoke RFB.** The Corporation reserves the rights to modify, rescind, or revoke this RFB, 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 Bidder.

2.2 **Compliance with RFB Requirements.** By submission of a written Bid, a Bidder agrees to be bound by the requirements set forth in this RFB. The Corporation, at its sole discretion, may disqualify a Proposal from consideration, if the Corporation determines a Bid is non-responsive and/or non-compliant, in whole or in part, with the requirements set forth in this RFB.

2.3 **Binding Effect of Bid.** Unless otherwise agreed in writing and signed by the Corporation’s Executive Director, each Bidder agrees to and shall be bound by the information and documentation provided with the Bid documentation, including prices quoted and partnership services.

2.4 **Signature, Certification of Bidder.** The written Bid must be signed and dated by a representative of the Bidding Company who is authorized to bind it to the terms and conditions contained in this RFB. Each Proposer submitting a Bid certifies to both (a) the completeness, veracity, and accuracy of the information provided in the written Bid, and (b) the authority of the individual whose signature appears on the Bid to bind the Bidder to the terms and conditions set forth in this RFB. Written Bids submitted without the required signature will be disqualified.

2.5 **Requirements for Submission.** In response to this RFB each Bidder **MUST** submit by April 14, 2023, 9:00 a.m. EST **a sealed written bid**. **Faxed bids will not be accepted**. The Bid shall be prepared on a word processor and formatted in at least 10-point-font that is clearly readable. The title of the Bid shall also reflect the subject matter of the Bid as follows: RFB FOR “Completion and installation of greenhouse components”. The written Bid shall be submitted to the address below in a sealed envelope/package, clearly labeled as follows: “Completion and installation of greenhouse components”.

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

Attn: Dr. Ami M. Smith

Vice President for Agricultural Research and Extension

125 Hazo W. Carter Jr. IREB

P.O. Box 1000

Institute, WV 25112-1000

2.6 **Deadline for Written Bids. Bids must be at the above specified address and business office, no later than 9:00 a.m., Eastern Standard Time, on April 14, 2023.** Bids will be open and read aloud at 9:15 am at the same location, above, where bids are submitted.

Any Proposal received after the DEADLINE will be immediately disqualified FROM CONSIDERATION, and WILL BE returned to the bidder.

2.7 **Risk of Loss, Damage, Delay.** Bidder 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 Bid or failure to deliver the Bid to the ensued Office at West Virginia State University Research and Development Corporation, as specified in Sections 2.5 and 2.6 of this RFB.

2.8 **Ownership of Proposals.**  All Bids, and any associated documentation, become the physical property of the Corporation upon receipt.

2.9 **Use, Disclosure of Information.** Bidders 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, Bidders 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 Bid includes proprietary data, trade secrets, or information and the Bidder wishes to exempt from public disclosure, then the Bidder 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 Bidder as proprietary will be used by the Corporation only for purposes related to or arising out of the (a) evaluation of Bids, (b) selection of a Bidder pursuant to the RFB process, and (c) negotiation and execution of a Contract, with the Bidder 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 Bidders participation in this RFB process, including but not limited to costs incurred as a result of preparing, copying, shipping, presenting, and/or clarifying the Bid and the information relevant to the Bid.

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 Bidder agrees to and shall comply with all applicable local, state and federal laws and regulations, as well as with all applicable institutional or Corporation’s policies.

**SECTION THREE**

**RFB PROCEDURES**

3.1 **Rescission of the Bid.** A Bid can be withdrawn from consideration at any time prior to expiration of the Deadline for Bids, as stated in Section 2.6 of this RFB, pursuant to a written request sent to the Vice President for Agricultural Research and Extension, administering this RFB, at the same address provided in Section 2.5 above.

3.2 **Request for RFB Electronic Copy**. Interested Bidders will have access to an electronic copy of this RFB through a University’s website (http://wvstateu.edu/RDCorp**)**, available for downloading purposes beginning March 31th, 2023 by 5:00 pm. Eligible Bidders can also request an electronic copy of this RFB (PDF Format) via email, upon request to the Vice President for Agricultural Research and Extension until April 7, 2023 by 4 pm.

3.3 **Questions by Bidders.** The deadline for questions submitted by Bidders is April 11, 2023 **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 RFB must be submitted via email as specified below; the question, written Corporation response, and addenda, if any, related to the RFB will be distributed to all interested Bidders via website** (<http://www.wvstateu.edu/RDCorp.aspx>**) from April 3, 2023 until April 11, 2023 by 4:00 p.m. EST.**  If the Corporation determines a question has been sufficiently answered in the RFB, the inquiring Bidder will be referred to the relevant section of the RFB.

**All questions related to this RFB must be submitted via email to:**

Dr. Ami M Smith,

Vice President for Agricultural Research and Extension

West Virginia State University

Research and Development Corporation

smitham@wvstateu.edu

3.4 **Addenda to the RFB.** In the event amendments are made to the RFB, each **interested** Bidder will be provided with copies of Corporation-approved addenda via website (<http://www.wvstateu.edu/RDCorp.aspx>). If necessary, Bidders will be allowed time to revise or supply additional information in response to such addenda.

3.5 **On Campus Visits.** The Corporation understands and supports campus visits by prospective Bidders. Before arriving on campus, the visiting agency is required to register with the Agricultural Research and Extension Administrative Assistant (Ms. Jaime Rinehart) 24 hours in advance by calling (304) 204-4066. Every effort will be made to accommodate visiting requests. Scheduled visits will be accommodated until noon on April 11, 2023.

3.6 **Communications with Corporation’s Personnel.** Except as provided in this RFB and as is otherwise necessary for the conduct of ongoing Corporation’s business operations, Bidders 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 Bids; selection of a Bidder; and/or negotiations or formalization of a Contract. If any Bidder 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 Bidder and withdraw the Bid’s Proposal from consideration.

3.7 **Evaluation of Bids.** The Selection Committee will review Bids in accordance with the procedure and criteria set forth in this RFB. Award will not necessarily be made to the firm submitting the lowest cost Bid. Proposals that are (i) incomplete, (ii) not properly 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 RFB, will be disqualified by the Corporation.

3.8 **Request for Clarifications.** The Corporation reserves the right to request clarifications of any information contained in a Bid.

3.9 **Proposer Presentations**. If deemed necessary by the selection committee, Bidders may be invited to campus to present their proposed program/service concepts or interview with the Selection Committee; however, Bids may be accepted without such discussions or interviews. The Selection Committee will establish the time, date and location for presentations if needed. Bidder’s contacts will be notified of this requirement via email or phone by the Executive Administrative Assistant including providing further instructions established by the selection committee.

**SECTION FOUR**

**PROPOSAL CONTENTS**

4.1 **Provision of Information.** Each Bidder must prepare their Bid based on the detail Set of Specifications (including Drawings) prepared by Rimol Greenhouses on behalf of the West Virginia State University Research and Development Corporation. **Additional information which must be included by Bidders in the Bid package include Sub-sections B-D** (Section 4.1), in support of their Bid. Section A, below, is being provided as an abbreviated and complementary description to the full Scope of Work:

A. **Project Specifications and Deliverables**:

West Virginia State University Research and Development Corporation is soliciting written proposals to procure contracting services in connection with the completion of the Rimol Greenhouse structure. This project is part of the University’s efforts associated with the renovation of its Agricultural and Environmental Research Station and enhancement of its Extension Services. Detailed Technical Specifications and Drawings associated with this scope of work have been prepared and will be made available by Rimol Greenhouses. **These documents will be available for pick up, at a cost determined by Rimol Greenhouses, at the following address: 40 Londonderry Turnpike STE 2D, Hooksett, NH 03106, or from Harry Edwards** **hedwards@rimol.com** **(717)-606-8021.** Proposals shall include a firm priced based on the detailed scope of work. Additional approaches enhancing or strengthening the project will be taken in to consideration. A summary of this Scope of Work is provided below:

A.1 **SCOPE OF WORK SUMMARY**

**General Work:**

The selected Bidder will install shade curtain systems, install natural gas heaters, install exhaust fans, and finish installation of other greenhouse equipment as specified in the detailed scope of work. All debris will be cleaned, removed and disposed of in accordance with local, state and federal regulations. Contractor will coordinate with the Engineer and Owner the attainment of all permits required for this work, including utility authorities.

**Specific Work:**

The selected Bidder will complete the following items:

1. Installation of the two 30’ x 96’ and two 30’ x 48’ Wadsworth PowerPull slope-flat-slope retractable shade curtain systems
2. Installation of two natural gas heaters
3. Installation of seven flue pipes to vent natural gas heaters (five of which are already installed)
4. Installation of two exhaust fans at gable area of each of the two 96’ greenhouses
5. Installation of static polycarbonate panels of ridge vent in the walkway area
6. Connection of greenhouse gutters (interior of structure) to drain pipes (exterior of structure)
	1. Core drilling through masonry or polycarbonate to be completed in 4 areas
7. Seal gutters and caulk polycarbonate panels on roof of greenhouse structure
8. Replace broken door closer in Eastern 48’ greenhouse
9. Seal under dividing wall between bays with caulk
10. Seal flashing at knee walls
11. Reinstall ridge vent motors properly
	1. Three motors in each of the two 96’ greenhouses; 6 total
12. Seal corner of exhaust fans with flashing and caulk to seal
13. Seal around doors
14. Seal hallway greenhouse endwalls in areas where polycarbonate was cut

The selected Bidder will ensure compliance with applicable requirements of federal, state and local laws, codes, rules, regulations, ordinances, and standards, including, but not limited to, local Building Codes in connection with this work.

**Examination of the Site:**

Upon obtaining a Notice to Proceed, the Selected Bidder shall: (a) gain right-of-entry for the project site; (b) visit the project site to become familiar with existing buildings and site conditions for planning and scheduling of activities; (c) proceed with the work as planned.

**Exclusions:**

1. Contractor will not be responsible for Building Liability Insurance. However, a Contractor insurance is required at the time of performing this work as indicated in Section Six (6) below.

A.2 **REQUESTED COMPLETION TIME**

The general schedule of major tasks shall be completed by August 4, 2023 (5:00 pm EST).Work delivered after this completion date will be negotiated with the owner.

A.3 **DELIVERABLES**

1. Install retractable shade curtain systems
2. Install two natural gas heaters
3. Install seven flue pipes to vent natural gas heaters
4. Install two exhaust fans at gable area of each of the two 96’ greenhouses
5. Install static polycarbonate panels of ridge vent in the walkway area
6. Connection of greenhouse gutters to drain pipes
7. Seal gutters and caulk polycarbonate panels on roof of greenhouse structure
8. Replace broken door closer in Eastern 48’ greenhouse
9. Seal under dividing wall between bays with caulk
10. Seal flashing at knee walls
11. Reinstall 6 ridge vent motors properly
12. Seal corner of exhaust fans with flashing and caulk to seal
13. Seal around doors
14. Seal hallway greenhouse endwalls in areas where polycarbonate was cut

B. **Business, Financial Information**

a. Name, physical address, email address, telephone number, and title of the person(s) whom the Corporation can contact about the Bid;

b. Corporate filings, DBA name, registration and tax identification number;

c. Name(s) of owner(s) or partners or directors, as applicable;

d. Names, titles, and resumes of Bidder officials who will serve as primary contacts;

e. Length of time during which the Bidder has provided Services/Products related to this RFB;

f. List of three (3) references, preferably for colleges/universities, for whom the Bidder has provided or currently provides Services/Products, including contact names, addresses and telephone numbers for each, and

g. 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**

a.Description of Products and Services the Proposer is able to provide in relation to this RFB;

b. Detailed Plan for provision of Products and/or Services, with projected time lines and itemized costs, required to fully complete the project from the time the notice to proceed is provided, to the time the work is fully completed; As per this RFB, a completion on or before August 4, 2023 is requested (Section 1.4).

c. Names, titles, contact point of Bidding officials who will serve as primary Bid contacts performing services in support of the requested services.

e. Procedures followed when contacted by a Corporation’s official about issues related to the rendition of Services;

f. Methods, procedures, and processes to ensure quality control; and

g. Billing procedures and processes utilized by the Bidder.

D. **Qualifications and Experience**

a. Provide a description or supporting materials of your company’s experience in performing similar work related to this scope of work which you believe qualifies your firm as a qualified provider;

b. If applicable, identify the personnel and subcontractors that will be assigned to this work; and

4.2 **Proposer Affirmation Clauses.** **Each Bidder must affirm and incorporate in its Bid package all of the Affirmations set forth in this Section 4.2**. If the University determines a Bidder has submitted a false statement, in whole or in part, in regard to any of these affirmations, then the Corporation will disqualify the Bidder from consideration.

**A.** The Bidder 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 affirms that no affiliation exists between owners, officers, administrators and employees of the bidder/proposer and the Corporation which could be construed as a conflict of interest.

C. The Bidder 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. T**he Bidder, 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.** The Bidder did not participate in or receive compensation for preparation of the RFB;

**F. T**he Bidder certifies that the individual or business entity named in the Bid is not ineligible to enter into a resulting contract, if any. If this certification is inaccurate, then the resulting contract can be terminated.

**I. The** Bidder 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. Bidder further agrees to cooperate fully with the State of West Virginia, and any Federal agency associated with this funding, in the conduct of an audit or investigation, including providing all records requested. Bidder will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Bidder and the requirement to cooperate is included in any subcontract awards;

J. The Bidder 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 Bidder or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of the resulting contract;

K. The Bidder understands that any dispute arising under this RFB, or any resulting contract, may be resolved through any means, including litigation;

4.3 **Requests for Bids Submission Form**. Each Bidder must submit a complete and signed Request for Bid Submission Form (Appendix A), along with all requested Bid documents and affirmation clauses.

##### SECTION FIVE

**EVALUATION, SELECTION, AWARD**

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

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

5.3 **Selection of Bidder.** The Bidder selected for award, as presented in response to this RFB and as determined by the Corporation in accordance with the evaluation criteria set forth in Section 5.5, will be the Bidder considered to be the most advantageous to the Corporation. Bidders acknowledge that the Corporation is not bound to accept the lowest-priced Bid.

5.4 **Evaluation of Bids.** The Corporation (and eligible University) personnel, including personnel who serve on the Selection Committee, will evaluate Bids. Submission of a Bid indicates the Bidder’s acceptance of the evaluation process set forth in this RFB and the Bidder’s acknowledgement that subjective judgments must be made by the Corporation in regard to the evaluation process.

5.5 **Criteria for Evaluation.** Evaluation of Bids and Selection of Bidder will be awarded to the “Best Qualified, Lowest Bid”, based on qualifications, pricing, and proposed timeline for completion.

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 Bids.

**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, Bidder shall obtain, at its sole expense and at no cost to the Corporation, the following insurance coverage and shall maintain such coverage in full force and effect:

* 1. Workers' Compensation. Workers' Compensation covering all individuals who provide Services pursuant to the agreement at the request of the Bidder, 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;
	2. 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;
	3. Automobile/Vehicle Liability. Comprehensive Automobile/Vehicle Liability Insurance in the combined single limit of not less than one million dollars ($1,000,000); and
	4. Employer's (Bidder) 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 Bidder 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. Proof of requested coverage must be obtained at the time the agreement is fully executed,** and at least fifteen (15) days prior to the commencement of any renewal Term of the Contract. The Bidder shall furnish the Contracting Office with certificates of insurance in a form acceptable to the Corporation’s Risk Manager (Business and Finance Director), certifying that the Bidder carries the required insurance policies and coverage. The certificates shall be submitted to the Business and Finance Director, at the time the agreement is fully executed. If the Bidder fails to produce the requested documentation by the requested due date, the Corporation reserves the right to rescind the award without further notice or explanation to the Bidder.

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 fifteen (15)-days’ prior written notice of modification or cancellation is given to the Corporation’s Business and Finance Director. In the event the Bidder 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 Bidder shall obtain a policy of insurance affording the required coverage from an insurance carrier acceptable to the Corporation’s Risk Manager. If the selected Bidder 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; Extension Terms.** The Corporation anticipates completion of this project within the timeframe proposed. However, if appropriate, the term can be extended accordingly as per the meriting circumstances.

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

1. Termination without Cause. In the event either the Corporation or the Bidder shall, with or without cause, at any time give to the other at least 15 days’ advance written notice, the Contract shall terminate on the future date specified in such notice.
2. Mutual Agreement. In the event the Corporation or the Bidder mutually agree in writing, the Contract may be terminated on the terms and date stipulated in the writing.
3. 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 the Corporation’s business, or at 5p.m., Eastern Standard Time on the 10th business day after notice was received.
4. Termination for Insolvency, Bankruptcy, Assignment to Creditors. The Corporation may, without further notice, terminate this Agreement immediately if the Bidder (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.
5. Funding Out. The Corporation shall have the right to cancel this contract at the end of the then current fiscal period if funds are not allotted for the next fiscal year to continue this contract. The Corporation may effect such cancellation by giving the Proposer written notice of its intention to cancel not less than fifteen (15) days prior to the end of the then current fiscal period, stating its reasons for cancellation. Upon cancellation of this contract as provided in this section (7.2.E), the Corporation shall not be responsible for the payment of any services received which occur after the end of the current contract period.

7.3 **Requirements for Recordkeeping.** The Bidder 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 Bidder**. The Bidder 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 Bidder and/or any personnel or individuals providing Services on behalf of the Bidder 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 Bidder in the performance of the Contract. In addition, the bidder must provide access to these records by USDA NIFA, the Comptroller General of the United States, the grantee, or their duly authorized representatives, for the purpose of inspection, audit, and copying during normal business hours.

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 reviewed and approved at the discretion of the Vice President in charge of this RFB, or designee.

7.6 **Contingent Fees**: The Bidder affirms that no person or selling agency has been retained or employed to solicit or secure the contract for a commission, percentage, brokerage, or contingent fee except employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. Discretionary annulment of the contract or recovery of such fees in the event of breach or violation will be implemented.

7.7 **Definition of Terms.**

1. **Contract.** The term "Contract" shall mean the written agreement, if any, executed by the authorized representatives of the University and the Selected Bidder(s) that formalizes the terms, provisions, covenants, and obligations, including but not limited to those contained in this RFB, of the respective parties to the arrangement for provision of Services.
2. **Corporation’s Liaison.** The term "University Liaison" shall be defined as the Executive Director (or appointee) for purposes of this RFB.
3. **Bidder’s Personnel.** The term “Bidder’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 Bidder for purposes arising out of or related to this RFB, the Bidder’s Proposal, and the Contract, if any, that results from the award made by the Corporation to the Selected Bidder.

**APPENDIXES**

**Appendix A**: REQUEST FOR PROPOSAL SUBMISSION FORM

**Appendix A**

**West Virginia State University**

**Research and Development Corporation**

**REQUEST FOR BIDS (RFB) SUBMISSION FORM**

**For**:

“Completion and installation of greenhouse components.”

Institute, WV

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TO THE OWNER: West Virginia State University

 Research & Development Corporation

 200 Byers Land-Grant Administration Building

P.O. Box 1000

 Institute, WV 25112-1000

PROJECT: “Completion and installation of greenhouse components.”

The undersigned, hereinafter called the Bidder, Offeror, or Proposer, being familiar with and understanding the RFB 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 Scope of Work as indicated in this RFB.

I (We) also acknowledge the following Addenda (if any):

**ADDENDUM**

 NOS. DATE

(1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

BASE PRICE: “Completion and installation of greenhouse components.”

I (We) agree to perform all work required in this project, located in Institute, WV, all in accordance with the Contract Documents for the sum of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

**ALTERNATES**

NOS. AMOUNT ($)

(1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

It is expressly agreed that the work shall be started at least 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 Completed by A4, 2023 (5:00 pm EST), as specified in this RFB.

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 RFB (and associated price), the Proposer agrees to deliver Documents to the Owner including copies of insurance certificates, copy of WV Contractors License, No. Dept. to WV Affidavit, and Proof of Workers Compensation before or by the time the agreement is fully executed, as set forth in this RFB.

RESPECTFULLY SUBMITTED:

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WV VENDOR NO: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTRACTOR LICENSE NO: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Signature in Ink)

TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FIRM NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_