

**WVSU RFB “Completion and installation of greenhouse components”  
Q&A**

**Q.** Will contractor be required to obtain any permits for completing the began installation of the greenhouse components?

**A.** Our understanding of the WV state code is that projects which are primarily agricultural in nature are exempted from the state building code. We encourage interested contractors to verify this independently.

**Q.** How does the project being funded by USDA NIFA affect the project or the contractor?

**A.** Section 1.5 of the RFB states: “Acknowledgement of Funding. This work is supported by the USDA National Institute of Food and Agriculture.”

USDA funded projects are subject to the terms and conditions of the USDA funding award which supports the project. Pertinent to this project are the following passages from the terms and conditions regarding contracts:

*“...all solicitations, bids, contracts, and/or other subtier arrangements must include provisions that are consistent with applicable statutes and Federal regulations, including, but not necessarily limited to those in Appendix II of 2 CFR part 200, and the following: “*

*“Copeland "Anti-Kickback" Act. (18 U.S.C. 874 and 40 U.S.C. 3145). All contracts and subgrants in excess of \$2,000 for construction or repair awarded by the grantee and its subrecipients must include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that each contractor or subgrantee will be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works, to give up any part of the compensation to which the person is otherwise entitled. “*

*“Maintenance of and Access to Records. All negotiated contracts over \$10,000 must include a provision requiring the contractor to maintain books, records, documents, and other evidence pertinent to performance under the contract in accordance with generally accepted accounting principles and practices, consistently applied. In addition, they must provide for access to these records by 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. “*

*“Clean Air Act and Federal Water Pollution Control Act. Contracts and subgrants in excess of \$100,000 must contain provisions that require compliance with applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C., Chapter 85, Subchapter I), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. In addition, such provisions must state that no part of the work may be carried out in any facility listed on the EPA List of Violating Facilities and must require that contractors and subrecipients report violations to the grantee.”*

*“Contingent Fees. All bid solicitations and contracts must contain a provision 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. Provision will be made for the discretionary annulment of the contract or recovery of such fees in the event of breach or violation.”*

*“Liability Insurance. All contracts must contain a provision requiring the contractor to obtain and maintain sufficient comprehensive liability insurance to protect the parties to the contract from claims for bodily injury, death, or property damage arising from project performance.”*

*“Design Responsibilities. All contracts for A/E services must include provisions affirming the contractor's responsibility for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services to be furnished under the contract. In addition, it must require the A/E contractor to correct any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services without payment of additional compensation. “*

*“Construction Responsibilities. All contracts for construction must provide for all work to be performed in accordance with approved designs, drawings, and specifications. They also must provide for a normal guarantee period (usually one year from the date of substantial completion) and will set forth action required of the contractor to effect necessary repairs or to correct defects in workmanship.”*

*“Value Engineering. All contracts for A/E services in excess of \$10 million must include value engineering provisions.”*

**Q.** The completion date is set for August 04, 2032. Completion cannot be achieved until August 31, 2023. Will this be acceptable?

**A.** Section A.2 of the RFB, which states “ *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.* “ , allows for flexibility in completion timeline.