

WEST VIRGINIA UNIVERSITY
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REQUEST FOR PROPOSALS (“RFP”)

RFP NO 202290000385.

TITLE: WVU One Waterfront Place Chillers & Cooling Tower Renovation

ESTIMATED TIME PERIOD FOR CONTRACT: August 1, 2022, through to April 30, 2023.

PROPOSER ELIGIBILITY: This solicitation is open to those Proposers that satisfy the minimum qualifications stated herein and that are available and qualified to perform work in the State of West Virginia.

RFP PROCUREMENT OFFICIAL: HARRY YUDELL

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1. INTRODUCTION.

1.1 PURPOSE AND BACKGROUND.

West Virginia University on Behalf of its Board of Governors, hereafter called “University”, is initiating this Request for Proposals (“RFP”) for the redesign of the One Waterfront Place chillers & associated cooling tower located on University’s Downtown Campus in Morgantown, WV.

1.2 OBJECTIVES AND SCOPE OF WORK.

See Exhibit A: Project Description

Drawings/Specifications/Photos:

Applicable	Description	Pages	Exhibit ID./Provide
<input checked="" type="checkbox"/>	Project Description	1	<u>EXHIBIT A</u>
<input checked="" type="checkbox"/>	Services Related to Basic Services	2	<u>EXHIBIT B</u>
<input checked="" type="checkbox"/>	Criteria and Evaluation	2	<u>EXHIBIT C</u>
<input checked="" type="checkbox"/>	Drawings	40	<u>EXHIBIT D</u>

Additional Documents:

Applicable	Submission Description	Pages	Exhibit ID./Provide
<input checked="" type="checkbox"/>	Purchasing Affidavit	1	<u>EXHIBIT E</u>
<input checked="" type="checkbox"/>	Communications Requirement	2	<u>EXHIBIT F</u>
<input checked="" type="checkbox"/>	Consensus 240, Owner-Design Professional Agreement with Supplementals	28	<u>EXHIBIT G</u>
<input checked="" type="checkbox"/>	Insurance Requirements	2	<u>EXHIBIT H</u>

2. GENERAL INFORMATION FOR PROPOSERS.

2.1 RFP PROCUREMENT OFFICIAL.

The RFP Procurement Official is the sole point of contact in the University for this solicitation. All communication between the Proposer and the University upon release of this RFP shall be with the RFP Procurement Official, as follows:

Name	Harry Youdell
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E-Mail Address	Harry.youdell@mail.wvu.edu
Phone Number	304.293.9998

Any other communication will be considered unofficial and non-binding on the University. Proposers are to rely only on written statements issued by the RFP Procurement Official. Communications directed to parties other than the RFP Procurement Official may result in disqualification of the Proposer.

Proposers shall provide immediate written notice to the University's RFP Procurement Official any time contact concerning this solicitation has not been limited to the University's RFP Procurement Official, whether initiated by the Proposer(s) or by other University employees, consultants, contractors or members of its Board of Governors.

2.2 ESTIMATED SCHEDULE OF SOLICITATION ACTIVITIES.

Activity	Date	Time or N/A
<u>ISSUANCE OF RFP</u>	<u>FRIDAY, AUGUST 19, 2022</u>	<u>3:00 PM EST</u>
<u>PRE-PROPOSAL MEETING/SITE VISIT</u>	<u>WEDNESDAY, AUGUST 24, 2022</u>	<u>10:30 AM EST</u>
<u>CUTOFF QUESTIONS</u>	<u>WEDNESDAY, AUGUST 31, 2022</u>	<u>12:00 PM EST</u>
<u>PROPOSAL DUE DATE</u>	<u>WEDNESDAY, SEPTEMBER 7, 2022</u>	<u>3:00 PM EST</u>
<u>OWNER EVALUATION</u>	<u>WEDNESDAY, SEPTEMBER 14, 2022</u>	<u>4:00 PM EST</u>
<u>EST. CONTRACT AWARD</u>	<u>WEDNESDAY, SEPTEMBER 28, 2022</u>	Click or tap here to enter text.

The University reserves the right to revise the above schedule.

2.3 PRE-PROPOSAL MEETING. Participation is ☐ required / ☒ not required.

☐ No Pre-Proposal Meeting To Be Held.

PRE-PROPOSAL INFORMATIONAL MEETING:

If Virtual: WEBINAR: WEDNESDAY, AUGUST 24, 2022, 10:30:00 AM, Eastern Time. **Participation is encouraged.** This will be a question and answer session for Prospective Proposers rather than a presentation. For connection information you must email/contact the RFP Procurement Official.

2.4 SUBMISSION OF PROPOSALS.

The proposal must be received by the RFP Procurement Official no later than 3:00 p.m. Eastern Time on Wednesday, September 7, 2022. The proposal shall be a single file in Microsoft Word or PDF format. Zipped files cannot be received by the University and cannot be used for submission of proposals. Any required submittal forms must have a scanned signature of the individual within the organization authorized to bind the Proposer to the offer, if applicable. The University does not assume responsibility for problems with Proposer's computer/servers or other electronic issues.

Proposals must be submitted electronically to the RFP Procurement Official, at the University bid site. Each proposal must be submitted as a single file and attached via Mountaineer Marketplace.

Proposers should allow sufficient time to ensure timely receipt of the proposal by the RFP Procurement Official. Late proposals will not be accepted and will be automatically disqualified from further consideration, unless the University's electronic submission method is found to be at fault. All proposals and any accompanying documentation become the property of the University and will not be returned. If you are having technical difficulty; you may contact the RFP Procurement Official prior to the submission due date and time to arrange submission via email, Dropbox or a comparable file sharing method.

Proposals may not be transmitted by fax, email or mail unless otherwise permitted by RFP Procurement Official prior to submittal deadline.

2.5 ALTERNATE PROPOSALS.

Proposers may submit more than one Proposal. All Proposals must comply with the requirements of the RFP except that additional Proposals may incorporate, by reference, repetitive information which is provided in the original Proposal.

2.6 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE.

Proposals submitted in response to this competitive solicitation shall become the property of the University.

All proposals received shall remain confidential until the contracts, if any, resulting from this RFP are signed by an authorized representative of the University and the apparent successful Proposer; thereafter, the proposals shall be deemed public records as defined in WV Code §29B-1-1 et seq. commonly referred to as the WV Freedom of Information Act.

Proposer must clearly designate any information in the proposal that the Proposer desires to claim as proprietary and exempt from disclosure under the provisions of WV Code §29B-1-1 et seq. or other state or federal law that provides for the nondisclosure of the document. The page must be identified, as well as the particular exception from disclosure upon which the Proposer is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word “Confidential” printed on the lower right-hand corner of the page.

The University will consider a Proposer’s request for exemption from disclosure; however, the University will make a decision predicated upon WV Code §29B-1-1 et seq. Designating the entire proposal exempt from disclosure will not be honored. The Proposer must be reasonable in designating information as confidential. If any information is designated as proprietary in the proposal, such information will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure if such time can be provided without violation of complying with WV Code §29B-1-1 et seq.

2.7 REVISIONS/CLARIFICATIONS/EXPLANATIONS TO THE RFP.

Addenda, clarifications, explanations, and revisions will also be published on <https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=WVUMarketplace>. For this purpose, the published questions and answers and any other pertinent information shall be provided as an addendum to the RFP and will be placed on the website. Related questions from different Proposers may be combined into a single question. Questions may be paraphrased, re-worded for clarity, and/or de-personalized to remove information that would identify a particular person or organization.

If you downloaded this RFP from the University website located at: <https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=WVUMarketplace>, you are responsible for registering and checking the bid site to ensure that the your organization to receive any RFP addenda and revisions.

Suggestions for RFP revision may be submitted to the RFP Procurement Official by posting at the University bid site. This is an opportunity for Prospective Proposers, prospective partnership members, and others to provide feedback or to suggest RFP revisions.

The Proposer is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omissions to the detriment of the University. Should the Proposer suspect any error, omission, or discrepancy in the scope of work or other portions of the RFP, the Proposer shall immediately notify the University, in writing, and the University shall issue written instructions to be followed. The Proposer is responsible for the contents of its Proposal and for satisfying the requirements set forth in the RFP.

The University also reserves the right to cancel or to reissue the RFP, in whole or in part, prior to execution of a contract.

2.8 ACCEPTANCE PERIOD.

Proposals must provide one hundred twenty (120) days for acceptance by University from the due date for receipt of proposals. This may be extended upon mutual written agreement between the University and any Proposer being considered.

2.9 RESPONSIVENESS.

All proposals will be reviewed by the RFP Procurement Official to determine compliance with administrative requirements and instructions specified in this RFP. The Proposer is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

The University also reserves the right at its sole discretion to waive minor administrative irregularities. The University may request corrections prior to forwarding the proposal to evaluators. Such corrections must be made within twenty-four (24) hours of the University's request.

2.10 MOST FAVORABLE TERMS.

The University reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Proposer can propose. There will be no best and final offer procedure. The University does reserve the right to contact a Proposer for clarification of its proposal.

Each Apparent Successful Proposer should be prepared to accept this RFP for incorporation into a contract based on the proposal submitted. Contract negotiations may incorporate some or all of the Proposer's proposal. It is understood that the proposal will become a part of the official solicitation file on this matter without obligation to the University.

2.11 CONTRACT AND GENERAL TERMS & CONDITIONS.

The Apparent Successful Proposer will be expected to enter into a contract that is substantially the same as the sample contract and its general terms and conditions, if provided in the RFP. If no sample contract is provided, the University and the Apparent Successful Proposer shall enter negotiations, in good-faith, to mutually agree on a bi-lateral agreement for such services related to the RFP. In no event is a Proposer to submit its own standard contract terms and conditions in response to this solicitation, unless specifically requested by the University. The Proposer may submit questions or exceptions to any terms and conditions of a provided sample contract or pertaining to the “Prohibited State Terms” listed below to this solicitation. All exceptions to the contract terms and conditions or “Prohibited State Terms” must be submitted through the University bid site. The University will review the requested exceptions and accept or reject the same at its sole discretion.

2.11.1 PROHIBITED STATE TERMS.

West Virginia University’s status as a state university imposes certain restrictions on its contracting activities that a private university or company does not face. Many standard clauses typically found in commercial contracts cannot be accepted by West Virginia University. The restrictions are based on constitutional and statutory prohibitions. The following provisions, without limitation, are some of the most common provisions that we must strike through when negotiating an agreement or contract.

- Indemnification and/or hold harmless. State agencies are constitutionally prohibited from agreeing to indemnify third parties. Indemnification provisions have been determined to violate the prohibition against pledges of the State’s credit and prohibition against gratuities by the State.
- Limitation of Liability. West Virginia University does not have the authority to prejudice the rights of the State of West Virginia to sue or otherwise enforce a contract by agreeing to a limit on or a waiver of liability.
- Governing Law of or venue in any state other than West Virginia. West Virginia University does not have statutory authority to accept the governing laws of another state. As an alternative, the University may agree to be silent on such issues.
- Confidentiality. The University is subject to the State of West Virginia Freedom of Information Act (W.Va. Code §29B-1-1 et. seq.). This Act gives any party the right to inspect and receive copies of most university records, including documents, contracts, and communications related to normal course of business.
- Attorney Fees. As a public institution, the University cannot agree to pay attorney’s fees, court costs, or other litigation expenses in the

event of a dispute as that would be a violation of the constitutional gratuities clause.

- Damage Clauses. Damage clause that are limited to consequential damages or special damages are generally acceptable since they are so ill-defined and speculative that most courts refuse to award them (i.e. lost profits). However, adding indirect or incidental damages as additional types of damages payable by West Virginia University is not acceptable.
- Late Payment/Cancellation Charges/Interest Charges. State agencies are prohibited from agreeing to pay late payments or cancellation charges. This stems from an opinion of the Attorney General that late payment charges are in the nature of penalty/gratuity which the State is constitutionally prohibited from paying absent specific statutory authorization.
- Taxes. The State is exempt from most taxes and generally will not agree to contract language which requires the payment of taxes. The University will not agree to reimburse the vendor for the payment of taxes.
- Binding Arbitration. West Virginia University does not agree to binding arbitration. The rationale is that there is no specific statutory authority allowing us to do so. The State Attorney General has exclusive authority and control over all matters of litigation or potential litigation involving State agencies, thus University has no authority to limit the type or scope of judicial action. Provisions which effectively waive the right of the Attorney General to bring actions on behalf of the state are prohibited.
- Interest. The Attorney General has determined that payment of interest would be prohibited by the gratuities clause of the constitution and that the University lacks statutory authority to agree to the payment of interest.
- Funding Clause. The University cannot commit funds on multi-year contracts across Fiscal Years. All contracts across Fiscal Years are subject to fund availability and legislative appropriation. The University has a right to terminate due to non-funding outside the current Fiscal Year. Such termination shall not be an event of default.

2.12 COSTS TO PROPOSE.

The University will not be liable for any costs incurred by the Proposer in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

2.13 NO OBLIGATION TO CONTRACT.

This RFP does not obligate the state of West Virginia or the University to contract for services specified herein.

2.14 REJECTION OF PROPOSALS.

The University reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

2.15 WITHDRAWAL OF PROPOSALS.

Proposals may be withdrawn by written notice to the RFP Procurement Official before the deadline established for receipt of Proposals. Withdrawals must be made on company letterhead and signed by an authorized representative of the Proposer. Proposals may only be withdrawn by the Proposer's authorized representative, provided the identity of the person requesting withdrawal is established and the person signs a receipt.

2.16 ELECTRONIC PAYMENT.

The University prefers to utilize electronic payment in its transactions. The successful Proposer will be provided a form to complete with the contract to authorize such payment method.

3 INSURANCE COVERAGE.

All required and optional partners must meet the same insurance coverage requirements as the Proposer. The Proposer is to furnish the University with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Proposer shall, at its own expense, obtain insurance coverage which shall be maintained in full force and effect during the term of the contract. The Proposer shall furnish evidence of coverage in the form of a Certificate of Insurance ("COI") that such insurance coverage shall be provided, and a copy of the COI shall be forwarded to the University within fifteen (15) days of the contract effective date.

☐ Proposer shall be subject to the standard insurance provisions in this Section.

Liability Insurance

1. Commercial General Liability Insurance: Proposer shall maintain commercial general liability (CGL) insurance and, if necessary, commercial

umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the “each occurrence” limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the “each occurrence” limit. CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract) and contain separation of insureds (cross liability) condition.

Additionally, the Proposer is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

2. Business Auto Policy: As applicable, the Proposer shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of “Any Auto.” Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

Employers Liability (“Stop Gap”) Insurance: In addition, the Proposer shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

3. Workers’ Compensation Coverage. The Proposer will at all times comply with all applicable workers’ compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The University will not be held responsible in any way for claims filed by the Proposer or their employees for services performed under the terms of this contract.

☒ Proposer shall NOT be subject to the standard insurance provisions in this Section. This RFP has specific insurance provisions as provided on EXHIBIT H: INSURANCE that the Proposer shall meet if awarded a contract pursuant to this RFP.

All insurance shall be subject to these “Additional Provision:”

All insurance policy shall include the following provisions:

1. Additional Insured. The University, its elected and appointed officials, agents, and employees shall be named as an additional insured on all general liability, excess, umbrella, and property insurance policies. All insurance

provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.

2. Cancellation. The University shall be provided written notice before cancellation or nonrenewal of any insurance referred to therein, in accord with the following specifications.

The insurer shall give the University forty-five (45) days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the University shall be given ten (10) days advance notice of cancellation.

3. Insurance Carrier Rating. All insurance and bonds should be issued by companies admitted to do business within the State of West Virginia and have a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the University's Risk Manager before the contract is accepted or work may begin.
4. Excess Coverage. By requiring insurance herein, the state does not represent that coverage and limits will be adequate to protect Proposer, and such coverage and limits shall not limit Proposer's liability under the indemnities and reimbursements granted to the state in any contract.

4. PROPOSAL CONTENTS.

- 4.1 Proposals must be written in English and submitted electronically through the Sourcing Director on Mountaineer Marketplace website. Any proposal sent to any differing address other than Sourcing Director on Mountaineer Marketplace may be considered unresponsive.
- 4.2 Proposals must provide information in the same order as presented in the Exhibit B listed above with the same headings. This will not only be helpful to the evaluators of the proposal but should assist the Proposer in preparing a thorough response.
- 4.3 Items marked "mandatory" must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.
- 4.4 Fonts in proposed narrative, forms and attachments must be Calibri font not smaller than 12 point except for figures, diagrams, and tables which may be 10 point or larger Calibri. All pages in the Proposal must be sequentially numbered.
- 4.5 Erasures or other changes must be initialed by the person signing the Proposal. Proposals signed by an agent of the Proposer (other than an officer or a partner) should

be accompanied by evidence of the agent's authority (unless such evidence has been previously furnished to the University).

- 4.6 Proposal documents shall be prepared in single-spaced type, on 8-1/2" x 11" pages. Pages shall be numbered to show the page number and total number of pages in the Proposal (e.g., Page 1 of 15, Page 2 of 15, etc.).
- 4.7 If a pricing document is provided, all pricing must be completed within that document. Failure to utilize supplied pricing documents may result in disqualification from the RFP process.
- 4.8 To provide uniformity and to facilitate comparison of Proposals, all information submitted should clearly refer to the page number, section, or other identifying reference in this RFP. All information submitted must be noted in the same sequence as its appearance in this RFP.
- 4.9 All names and applicable titles shall be typed and printed where indicated on the various documents. Required entries on all Proposal documents shall be typed using black ribbon, printed using black printer ink, or legibly written in black ink (no pencil).
- 4.10 Only required components will be forwarded to reviewers.

5. EVALUATION AND CONTRACT AWARD.

5.1 EVALUATION PROCEDURE.

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda and revisions issued. The evaluation of proposals shall be accomplished by an evaluation team(s), to be designated by the University, which will determine the ranking of the proposals.

University, at its sole discretion, may elect to select the top-scoring Proposers as Apparently Successful Proposers or as finalists for an in-person or online oral presentation.

In ranking proposals or determining whether to fund a project fully, partially, or at all; evaluation team(s) may consider multiple factors, such as: reviewer scores, comments, and/or recommendations; presentations; proposal components (e.g. budgets and other components); and questions raised about the project during team discussion.

The RFP Procurement Official may contact the Proposer for clarification of any portion of the Proposer's proposal.

5.2 EVALUATION WEIGHTING AND SCORING.

The following weighting and points will be assigned to the proposal for evaluation purposes:

Criteria Description	Allowable Page(s)	Point Value
<u>FIRM PROFILE</u>	1	20

<u>PROJECT TEAM QUALIFICATIONS AND EXPERIENCE</u>	3	30
<u>PROJECT APPROACH</u>	3	30
<u>PRICING AND OVERALL VALUE OF SERVICES</u>	1	20
<u>TOTAL (MUST EQUAL 100)</u>		100

5.3 ORAL PRESENTATIONS MAY BE REQUIRED.

The University may, after evaluating the written proposals, elect to schedule oral presentations with requested respondents. Should oral presentations become necessary, the University will contact the top-scoring Proposers from the written evaluation to schedule a date, time, and location. Commitments made by the Proposer at the oral interview, if any, will be considered binding. The University may update initial scoring based on Proposer interviews at its discretion.

5.4 NOTIFICATION TO PROPOSERS.

The University will notify each Apparently Successful Proposer of their selection in writing upon completion of the evaluation process. Proposers whose proposals were not selected for further negotiation or award will be notified separately by e-mail. The University's selection decision is final and is not appealable.

In order to maximize the impact of limited funds, Apparently Successful Proposers may be asked to revise the project budget and/or scope of work. Successful negotiations will result in a contract between the University and the Apparently Successful Proposer(s). Work will begin in accordance with the contract.

If no proposals are selected for funding, University may either request proposal modifications or end the competition without making an award.

5.5 COMPLAINT PROCEDURE.

Complaints may be made by any Prospective Proposer. The complaint process occurs early in the solicitation to catch mistakes and errors before Prospective Proposers must submit a bid. A Prospective Proposer may file a complaint based on one or more of the following reasons:

- The solicitation unnecessarily restricts competition.
- The evaluation/scoring process is unfair or flawed.
- The requirements are inadequate or insufficient so that a response is difficult to prepare.

Complaints must be in writing, describe the reason(s) for the complaint, and provide sufficient basis for the complaint. The complaint must state the RFP number, the reason(s) for the complaint with specific facts and complete statements of the basis for the complaint. A description of the corrective action or remedy being requested must also be included. Complaints must be signed by the Prospective Proposer or an authorized Agent.

Complaints may be submitted through the University bid site, e-mail, or hand delivered and must be addressed to the RFP Procurement Official.

Complaints must be received by the RFP Procurement Official no later than 5:00 PM, local time, on the fifth (5th) business days prior to when the proposals are due.

Complaints received less than five (5) business days prior to when the proposals are due will be reviewed and considered only as time permits.

The RFP Procurement Official will respond in writing to all complaints within three (3) business days of receipt of the complaint. The response will include the decision, how the review was conducted, and the basis upon which a decision was made. The University decision regarding the complaint is not appealable or repeatable.

5.6 DEBRIEFING OF UNSUCCESSFUL PROPOSERS.

Any Proposer who has submitted a proposal and been notified that they were not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the RFP Procurement Official within three (3) business days after the Unsuccessful Proposer Notification is e-mailed to the Proposer. Debriefing requests must be received by the RFP Procurement Official no later than 5:00 PM, local time, in Morgantown, West Virginia on the third business day following the transmittal of the Unsuccessful Proposer notification. The debriefing must be held within three (3) business days of the request.

Requests for a debriefing conference must be in writing and describe the reason(s) the debriefing conference is being requested and provide sufficient basis for the request. The request for a debriefing conference must state the RFP number, the reason(s) for the request with specific facts and complete statements of the basis for the request. Requests for a debriefing conference must be signed by the Proposer.

Discussion at the debriefing conference will be limited to the following:

- Evaluation and scoring of the Proposer's proposal.
- Critique of the Proposer's proposal based on the evaluation.
- Review of Proposer's final score in comparison with other final scores without identifying the other Proposers.

The RFP Procurement Official will schedule the debriefing conference for a maximum of one hour which must be held within three (3) business days of the request and will promptly notify the Proposer of the debriefing conference date and time. Comparisons

between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person, videoconferencing or on the telephone.

5.7 COMPLAINTS OR PROTESTS.

Complaints or protests associated with this solicitation must be submitted in accordance with Section 7 of the University's Procurement Rules see:

<https://procurement.wvu.edu/files/d/e0eb9788-b152-4758-974b-5bdfd5096e7f/procurement-manual-2006-wvu.pdf>).