



**West Virginia Community &
Technical College System
Request for Proposal (“RFP”)**

RFP No. 26275

For more information about WVCTCS, please visit <https://wvctcs.org>.

TITLE: Construction Manager – Pierpont Community & Technical College’s Aviation Maintenance Technology Facility (PCTC AMT) Project

PROPOSAL DUE DATE: May 28, 2026, 2:00pm ESDT

PROCUREMENT OFFICIAL: Kelley Smith, Director of Procurement

bid.receipt@wvhepc.edu

Any and all communication shall be held with the Director of Procurement Official. Proposers shall not communicate with any other West Virginia Community & Technical College System, (WVCTCS), and Pierpont Community & Technical College, (PCTC), personnel or representative during the RFP process. If Proposers are found to have communicated with any other representative of WVCTCS, and/or PCTC during the RFP process, the Proposer may be disqualified, and the Proposal will not be accepted by WVCTC.

I. INTRODUCTION AND OVERVIEW OF SOLICITATION

A. OVERVIEW OF SOLICITATION

The Owner, West Virginia Community & Technical College System, (WVCTCS), is initiating this Request for Proposals (“RFP”) to solicit Proposals from qualified firms or individuals (“Proposers”) for the following: Using the Construction Manager (“CM”) at Risk project delivery method to construct a new Pierpont Community & Technical College Aviation Maintenance Technology Facility, (PCTC AMT). The new PCTC AMT facility is to be located at the Benedum Airport Authority’s Aerotech Park off WV Route 279 in Bridgeport, WV. This 65,000 square-foot facility will feature two large high bay hangars to accommodate a multitude of aircraft training support. The Aviation-related specialty labs and shops include Avionics, Flight Control, Hydraulics, Composite Metals, Non-Destructive Testing, Sheet Metal, Wood, and Paint. The facility also includes an expanded welding lab for specialty training for students beyond the requirements of aeronautics. General classroom spaces adjoin the labs and hangars for a direct connection between instructional and practical learning. In addition to the administration area, support spaces include the Computer Lab, Learning Resource Center, Student Lounge, and Testing Center.

B. SOLICITATION SCHEDULE

The following is an anticipated Solicitation Schedule. The WVCTCS may, in its sole discretion change this schedule at any time. If WVCTCS changes dates in the schedule before the deadline for receipt of Proposals, it will do so by an addendum to this RFP. It is each prospective Proposer's responsibility to check the will be posted at the following URL:

<https://wvctcs.org/purchasing-and-finance>

It is the Bidder's obligation to check this website for current information regarding this RFP and its timelines.

RFP Publication	May 8, 2026
Question Deadline (see Exhibit A)	May 21, 2026, 2:00pm ESDT
Proposal Due Date ("Due Date")	May 28, 2:00pm ESDT
Anticipated Contract Start Date	June/July 2026

C. PRE-PROPOSAL MEETING:

See Exhibit A - Instructions To Bidders

II. SCOPE OF SERVICES

Proposer must be aware that the overall Project Schedule is paramount in this project, and a schedule extension is unacceptable. Proposers must take this into consideration in preparing the Proposal.

See Exhibit A – Instructions To Bidders
See Exhibit B – General Terms and Conditions
See Exhibit C – Guidelines For Vendors For Submissions Via Email
See Exhibit D – Bid Certification And Signature
See Exhibit E – Addendum Acknowledgement
See Exhibit F – Project Description
See Exhibit G – Preconstruction Scope of Work
See Exhibit H – GMP Development and Bidding
See Exhibit I – CM Cost Worksheet
See Exhibit J – Classification of CM Project Costs
See Exhibit K – Owner's Budget Cost of Construction
See Exhibit L – Building Information Modeling
See Exhibit M – Project Schedule

III. RESPONSE REQUIREMENTS & EVALUATION CRITERIA

All responses must be formatted with the items and in the sequence as presented in this Section of the RFP. Except as otherwise set forth herein, Section III outlines the minimum requirements for the preparation and presentation of a response. Failure to comply may result in rejection of

the response. The Proposal should be specific and complete in every detail, prepared in a simple and straightforward manner.

Proposers are expected to examine the entire RFP, including all specifications, standard provisions and instructions. Failure to do so will be at the Proposers' risk. Each Proposer shall furnish the information required by the RFP.

Evaluation Criteria: The following evaluation factors will be used in determining the best-qualified Proposal:

Criteria	Allocated Points
Project Approach/Methodology	30 Points
Project Team	20 Points
Project Experience	30 Points
CM Fees and Costs	20 Points
Total	100 Points

For each item and qualification in the Scope of Services and Response Requirements Section, submit detailed information regarding your firm's qualifications and experience as it pertains to the higher education environment. Describe in detail the services your company can provide to WVCTCS, your ability to meet the requirements, your experience in providing the services, and specifically how you will provide the service to the WVCTCS community. This information includes, but it not limited to, the questions and criteria listed within this section.

A. Project Approach/Methodology – 30 Points (LIMIT 7 PAGES)

- a. Provide a statement outlining your approach to Construction Management at Risk for this project and the added value to the project as a result of your processes and approach. Identify and discuss design and construction challenges for this project and provide examples on how to address these issues based on your previous work experiences. Identify and discuss specific lessons-learned that you plan to apply to this project.
- b. Discuss how your firm intends to meet the challenges of the proposed budget and schedule for the project based on the information provided.
- c. Discuss your ability to self-perform work and which work packages your firm may consider self-performing on this project, including Division One: General Requirements.
- d. Provide a proposed design and milestone construction schedule for this project in graphic format. Include a summary of your scheduling capabilities, processes, and tools. Describe your understanding of the key schedule drivers for this project.

B. Project Team – 20 Points (LIMIT 7 PAGES)

- a. Provide a concise summary narrative as to why your team is the best suited for this project. Explain why each team member was selected and their attributes and contributions they add to the overall team and this project.
- b. Provide an Organizational Chart of the personnel proposed for this project.
 - 1) Provide location of corporate headquarters and other divisional offices, specifying from which location(s) team members and alternates would report.
 - 2) Provide resumes for each key team member (Executive, PM, Superintendent, Project Engineer and Estimator), including the following information:
 - i. Summary of Education, including the name(s) of the institution(s), from which the individual graduated and the year of graduation.
 - ii. Experience with the Proposer's firm, including the various types of project experience for the Proposer.
 - iii. Experience within their career relating to the scope of this RFP and the type of project experience throughout their career.
 - iv. Experience with projects of similar nature to the WVCTCS project.
 - 3) Provide a list of projects (not necessarily included in C., Section I) where two or more members of the proposed team for this project were part of the project team. Identify which team members were on the project, title and responsibilities, and duration on project for each.
 - 4) Listing of any relevant qualifications, professional registrations, and certifications relevant to the individuals proposed role on the project.
 - 5) Provide the number of total years of experience in construction industry and years of experience in proposed position.
 - 6) Relevant employment history, for past ten (10) years. Provide name(s) of employer(s), position(s) held and dates of employment (year only) in chronological order for relevant experience
 - 7) Provide a list of relevant project experiences. Highlight projects that are included in the five projects included in C., Section I, or others that have similar attributes of the subject project. If the experience was gained for a different employer or in a different position, please note the employer and position held for that project.
- c. Provide location of corporate headquarters and other divisional offices, specifying from which location(s) team members and alternates would report

 WVCTCS expects that the proposed team members will be available should the project be awarded, but requests that a "first alternate" for the key project members be submitted if there is a potential that the proposed person may not be available for the project at date of award.

The WVCTCS reserves the right to interview any candidate that was not included on the proposed team and to reject the proposed candidate. Post-award, the WVCTCS reserves the right to reconsider the contract based on the results of the interview

Resumes should include the number of total years of experience in construction industry and years of experience in proposed position.

Resumes should include a list of relevant project experience. Highlight projects that are included in the projects included in C., Section 3.i, or others that have similar attributes of the subject project. If the experience was gained for a different employer or in a different position, please note the employer and position held for that project.

C. Project Experience – 30 Points (LIMIT 7 PAGES)

- a. Identify three to five (3-5) recent projects in which your company has provided construction management or general contracting services that are similar to the subject project. Confirm if it is acceptable to contact with the Client References of each project provided.
- b. The following information is requested on each project:
 - 1) Facility name, Owner and address
 - 2) Start Date and Completion Date and/or status of Project
 - 3) Client Reference (Name, position, address, and telephone number)
 - 4) Architect
 - 5) Project Budget
 - 6) Role in Project and delivery method: General Contractor, Construction Manager at Risk, Construction Management Agent, or Design-Builder
 - 7) Project Team: Managing Office Location, Project Executive, Project Manager, Superintendent, Project Engineer and Estimator (specifically highlight team members proposed for this project.
 - i. Note if Preconstruction Services and Design Assist services were provided
 - ii. Project Description: Identify new construction and/or renovation and include major elements of the project and/or any unique features.

D. CM Costs and Fees – 20 Points (LIMIT 4 PAGES)

- a. Provide a Lump Sum Fee for Preconstruction Services and GMP Development. Provide hourly rates, including overhead and profit for preconstruction staff.
- b. Provide a breakdown of your proposed site management staff costs.
 - 1) Provide base wages, excluding CM Fee for overhead and profit. Include a line-item breakdown for travel, lodging, per diem, company vehicles and mobile phone if applicable.
 - 2) Site management staff should include but are not limited to; Project Manager, Project Engineer(s), Superintendent, and administrative support staff.
- c. The total Site Management Staff Cost should be included in line 3.0 of Table 1 attached as Exhibit D.
- d. Provide the CM Fee for profit and home office overhead.
 - 1) The CM Fee should be expressed as a percentage of the project Total Construction Costs. WVCTCS intends to establish the CM Fee as a fixed amount at the time of the agreement. This fixed CM Fee will be utilized in preparing the GMP. If the project scope, schedule, or budget changes significantly prior to issuing the GMP, the CM fixed fee may be adjusted based on negotiations at the time of GMP development.
- e. Complete GMP Cost Worksheet - Exhibit D based on the following breakdown:
 - a. For the purposes of this Proposal, assume the Construction Cost of Work for trade bid packages will be \$20,000,000.
 - f. CM Contingency will be negotiated at time of GMP; for the purposes of this RFP, assume two percent (2%).
 - g. All bonds and insurance premiums will be reimbursed based on actual cost confirmed by final third-party audit; enter estimated amounts.
 - h. Reference CM Cost Classification, Exhibit E, for information regarding allocation of costs.

IV. RFP RULES AND GUIDELINES

A. COMMUNICATIONS

Throughout the procurement process, all communication, outside of those submitted under “Explanations and Clarifications” as described herein, between the Proposer and the WVCTCS shall be with the Procurement Official identified above. “Proposers” includes subcontractors at all levels and joint venture members, where applicable. Discussions or communications regarding this solicitation with any other individuals associated in any capacity with the WVCTCS, its consultants, contractors or members of its Board of Governors, or members of any Evaluation Committee are prohibited, unless otherwise approved in writing by the Procurement Official. Discussions or communications with any other person, regardless of the format, could result in disclosure of proprietary or other competitive sensitive information or otherwise create the appearance of impropriety or unfair competition and, thereby, compromise the integrity of WVCTCS’s procurement process.

Proposers shall provide immediate written notice to the Procurement Official any time contact has not been limited to the Procurement Official concerning this solicitation, whether initiated by the Proposer or by other WVCTCS employees, consultants, contractors or members of its Board of Governors. **Any violation of this prohibition may result in the disqualification of the Proposer from further participation in this solicitation, and from award of any contract or subcontract under this solicitation. By submitting, the Proposer certifies that it is in compliance with the above.**

B. REVISIONS, EXPLANATION, AND CLARIFICATIONS TO THE RFP

Any explanation or clarification desired by a Proposer regarding the meaning or interpretation of any part of this solicitation must be submitted in writing by an authorized representative of the Proposer through the e-mail address listed in Exhibit A with a clear cross-reference to the relevant RFP section. Requests for explanations or clarifications must be submitted on or before the deadline for questions. Requests for clarification received after this deadline may not be considered and the WVCTCS is under no obligation to address them.

Written explanations or clarifications provided to a Proposer concerning an interpretation of the solicitation shall be furnished to all Proposers if such information is necessary in submitting Proposals or if the lack of such information would be prejudicial to uninformed Proposers. The Proposer must check the Q&A Board throughout the procurement process to view all applicable information. The WVCTCS is under no further obligation to ensure that Proposers receive explanations or clarifications.

Oral explanations or clarifications given before the award of any contract, at any pre-proposal conferences or otherwise, do not serve to modify the solicitation and will not be binding on the WVCTCS. Suggestions for RFP revision may be submitted to the Procurement Official by emailing Kelley Smith Director of Procurement at bid.receipt@wvhepc.edu. This is an opportunity for prospective Proposers, prospective partnership members, and others to provide feedback to inform RFP revisions if needed.

The WVCTCS also reserves the right to cancel or to reissue the RFP, in whole or in part,

prior to execution of a contract.

C. MODIFICATION/ACKNOWLEDGMENT OF SOLICITATION ADDENDA

The WVCTCS reserves the right to modify or amend the solicitation. If it is amended, then all terms and conditions which are not modified remain unchanged.

When the solicitation is modified or amended, the Procurement Official shall post a solicitation addendum on the following URL:

<https://wvctcs.org/purchasing-and-finance>. The WVCTCS is under no further obligation to ensure that Proposers receive addenda.

An Addendum may be issued for many reasons including, but not limited to, (a) making changes or corrections to the RFP; (b) clarifications, revisions, additions or deletions to the goods or services specifications; (c) providing information necessary to ensure fair and competitive solicitation (i.e. used in cases where one Proposer has received information that other Proposers have not); (d) extension or postponement of the Due Date, or other RFP date, due to WVCTCS need or Proposer request; or (e) any other reason determined by the Procurement Official to be necessary or advantageous to the University.

The CPO or designee may extend the Proposal Due Date, if doing so is in the best interest of the WVCTCS. Additionally, Proposers who contact the Procurement Official prior to the Due Date, may request to extend the Due Date, such issuance of an extension is at the WVCTC's sole discretion. Such postponement shall be accomplished through an Addendum to the RFP, which shall be published and distributed through the WVCTC's Public URL Site.

D. PREPARATION OF PROPOSALS – GENERAL

1. Examine the Entire Solicitation. Prior to submission of Proposals, Proposers are expected to thoroughly examine all provisions of and Attachments, Appendices, and/or Addendums to the solicitation, whether incorporated by reference or otherwise. Failure to do so will be at the Proposer's risk and will not be a basis for the Proposer to request relief of any kind prior to or after contract award.
2. Exceptions to Solicitation. If the Proposer cannot accept WVCTCS's terms, conditions or requirements, the Proposer shall raise their exceptions in their Proposals. It is the WVCTC's sole discretion as to whether or not it will accept or deny any exceptions raised by Proposers.
3. Furnish Information. Proposers shall furnish all information required by the Solicitation. Unnecessarily elaborate Proposals or lengthy presentations are not desired or required; however, Proposals should be clear, concise, and include sufficient detail for effective evaluation. The Proposer is cautioned that it is the Proposer's sole responsibility to submit information related to the evaluation categories, and that WVCTCS is under no obligation to solicit such information if it is not included in its Proposal. Failure by the Proposer to submit such information may cause an adverse impact on the evaluation of its Proposal.

4. General Format. 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. If a pricing document is provided to Proposers, all pricing must be completed within that document. Failure to utilize supplied pricing documents may result in disqualification from the RFP process.
5. Required Signatures. All Proposals must be submitted by an individual authorized to extend a formal Proposal. The University accepts electronic signatures. By submitting the Proposal, the Proposer certifies compliance with the signature authority required.
6. 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. Such alternative proposals should be clearly marked as an alternate to clearly delineate from proposer's official proposal.
7. Proprietary Information or Other Confidential Information. Proposals submitted in response to this solicitation shall become the property of WVCTCS. All Proposals received shall remain confidential until the contract(s), if any, resulting from this RFP are signed by an authorized representative of the WVCTCS and the Apparent Successful Proposer; thereafter, the Proposals shall be deemed public records as defined in W. Va. Code § 29B-1-1, *et seq.* commonly referred to as the West Virginia 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 W. Va. Code § 29B-1-1 *et seq.* or other state or federal law that provides for the nondisclosure of your 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 WVCTCS will consider a Proposer's request for exemption from disclosure; however, the WVCTCS will make a decision predicated upon W. Va. 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 W. Va. Code § 29B-1-1 *et seq.*

8. Use of Subcontractors. If the Proposer intends to use subcontractors to perform any portion of the work or to provide any of the parts or equipment described in this RFP, this must be clearly stated in the Proposal. The Proposer's response must include a description of which portion(s) of the work that will be sub-contracted and the names and addresses of potential subcontractors under the contract. The WVCTCS reserves

the right to reject any proposed Subcontractor of the Proposer. Proposer may not change or revise any subcontractor after the Proposal is submitted without the written approval of WVCTCS.

9. Proposal Preparation Costs. The WVCTCS shall not be liable for any costs incurred by a Proposer in responding to this RFP, regardless of whether the University awards a contract through this process, cancels this RFP for any reason, or contracts through another RFP or another process.
10. Errors and Omissions. 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 WVCTCS. 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 WVCTCS procurement officer. The Proposer is responsible for the contents of its Proposal and for satisfying the requirements set forth in the RFP.
11. Firm Offer Period. Offers must be kept firm for acceptance by the WVCTCS for at least one hundred twenty (120) days after the date that Proposals are due. Proposals with acceptance periods of less than one hundred twenty (120) days may be considered non-responsive. The Proposer may specify a longer period than indicated here. If the Proposer indicates no time period for acceptance, the Proposal will be considered firm for one hundred twenty (120) days and thereafter until written notice to the contrary is received.

E. PROPOSAL SUBMISSION & FORMAT

1. Proposal Submission.

The Proposal must be submitted per Exhibit A.

2. Proposal Format for Submission. The Proposal response shall be set out in the format outlined in Section III (“Response Requirements and Evaluation Criteria”) of this RFP. These sections represent the minimum amount of information required by the WVCTCS. Proposers are encouraged to add content if needed; however, unnecessarily elaborate Proposals are discouraged. The Proposal shall be submitted in the following formats: One single pdf file in 8.5”x11” format with an accompanying single Excel file.

a. PROPOSAL MATERIALS

The Proposal material and accompanying documentation submitted in response to the RFP becomes the property of the WVCTCS upon submission to the WVCTCS and may be appended, if necessary, to any formal document which would further define or expand the contractual relationship between the WVCTCS and the Proposer. All of the material will be considered as part of this RFP.

b. WITHDRAWAL AND MODIFICATION OF PROPOSALS

Proposal withdrawals shall be submitted through the WVCTCS Director of Procurement Officer prior to the Due Date and Time set forth in the RFP. Withdrawals must be made on company letterhead and signed by an authorized representative of the Proposer. Once withdrawn, the Proposer may modify and resubmit their Proposal before the Due Date and Time.

Any modification of a Proposal should be prepared on company letterhead, signed by an authorized representative, and state that the new document supersedes or modifies the prior Proposals, and submitted to the WVCTCS as required pursuant to this RFP.

c. REJECTION OF PROPOSALS

The WVCTCS 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. If any Proposal is rejected, a written explanation prepared by the CPO, or designee, shall be noted in the Procurement File.

d. LATE SUBMISSIONS

Any Proposal, withdrawal, or modification received after the Due Date and Time will not be considered. The electronic clock on the National Institute of Standards and Technology Site, (nist.gov), shall be considered the official timepiece used to determine whether the Proposal, withdrawal, or modification was late.

e. PROPOSAL EVALUATION

1. Proposal Opening. Proposals, modifications, and withdrawals shall be opened by the WVCTCS. Upon receipt of Proposals, the Director of Procurement and the Director of Facilities and Capitol Project Management Officials will initiate the evaluation and selection process, to include a general review to determine if Proposals comply with the solicitation provisions and contain the required information and submittals. If they do not, the Director of Procurement Official may reject them.
2. Evaluation Committee. An Evaluation Committee will be appointed to evaluate Proposals. Appointments are at the sole discretion of the WVCTCS.
3. Substantiation of Proposals. The WVCTCS reserves the right to require each Proposer to substantiate any aspect of the Proposal, its own qualifications for providing the services required, and any other area of interest relative to the Proposal response.
4. Evaluation Criteria. The evaluation factors identified in Section III of this RFP will be used in determining the best qualified (3) Proposals that are most advantageous to the WVCTCS. The Evaluation Committee shall utilize the consensus scoring method as outlined in Section III of this RFP, unless otherwise approved by the Director of Procurement Official or designee.

5. Oral Presentations. The WVCTCS will, after evaluating the written Proposals, select (3) three RFP's to schedule oral presentations interviews with requested Proposers. The WVCTCS will contact the selected 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 WVCTCS may update initial scoring based on Proposer interviews at its discretion.
6. Discussions/Negotiations. If discussions or negotiations occur, they may include both the technical and financial aspects of the Proposals.
7. Best and Final Offers. The WVCTCS may initiate a best and final offer as part of the solicitation process between Proposers who the WVCTCS believes are in a competitive range. In addition, when Proposals are evaluated and two or more Proposers receive the same Consensus Score, the tie shall be broken, and an award made by allowing the tied Proposers to make a best and final offer. If a tie is not broken by a "best and final offer," then the tie may be broken by a flip of a coin, or any other impartial method deemed prudent by the CPO.
8. Final Negotiations of Terms/Conditions with Best Proposer. Following the selection of the best Proposal, the WVCTCS and selected Proposer may enter into negotiations to arrive at mutually agreeable terms and conditions. The contents of the selected Proposal may become contractual obligations of the contract. Failure of the Proposer to accept or negotiate, in good faith, the Proposal obligations into a contract may result in rejection of the Proposal. If the WVCTCS is unable to negotiate a mutually satisfactory contract with the best Proposer, negotiations shall be formally ended with the Proposer and begun with the next best Proposer. Negotiations shall be undertaken in this manner until a mutually satisfactory contract has been negotiated or the solicitation is canceled. The WVCTCS will demonstrate "good faith" in reaching a mutually acceptable contractual agreement. Notwithstanding this, there are certain conditions that are unacceptable to the WVCTCS. See Section V of this RFP for a non-exhaustive list of provisions that are unacceptable to the WVCTCS.

f. AWARD OF CONTRACT

1. Basis of Award. The WVCTCS will award a contract based upon the evaluation of (3) three selected Proposers interviews. Accordingly, initial Proposals should be submitted on the most favorable terms from both a technical and price standpoint.
2. Determination of Responsibility. A responsible Proposer is one who affirmatively demonstrates to the WVCTCS that it has adequate financial resources and the requisite capacity, capability, and facilities to perform the contract, has a satisfactory record of performance on other comparable projects, has a satisfactory record of integrity and business ethics, and is otherwise qualified and eligible to receive award under the solicitation and laws or regulations applicable to the procurement. The WVCTCS reserves the right to investigate the capabilities of Proposers, confirm any part of the information furnished by a Proposer, and require other evidence to determine that the Proposer is responsible.

3. Rejection of Proposals & Waiver of Minor Information/Irregularities. The WVCTCS reserves the right to reject any or all Proposals in part or in total for any reason, to accept any Proposal if considered best for its interest, and to waive informalities and minor irregularities in Proposals received, commensurate with best public procurement practices.
4. Notice of Award. Any award of a contract resulting from this RFP will be made only by an authorized WVCTCS Employee.

g. CANCELLATION OF SOLICITATION

The WVCTCS may cancel this solicitation at any time before or after receipt of Proposals.

h. COMPLAINTS OR PROTESTS

Complaints or protests associated with this solicitation must be submitted in accordance with the WVCTCS's Procurement Manual.

E. REQUIREMENTS FOR FINAL CONTRACT

The WVCTCS may provide a sample contract and its terms and conditions as an Attachment to this RFP. If the WVCTCS provides a sample contract, the Apparent Successful Proposer will be expected to enter into a contract that is substantially the same as the sample contract and its terms and conditions. If no sample contract is provided, the WVCTCS and the Apparent Successful Proposer shall enter negotiations, in good faith, to mutually agree on a bi-lateral contract for such services related to this 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 WVCTCS. 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 WVCTCS Public Bid Site. The WVCTCS will review requested exceptions and accept or reject the same at its sole discretion.

a. PROHIBITED TERMS

WVCTCS's status as a state agency 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 WVCTCS. 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 when negotiating an agreement or contract.

1. Indemnification and/or Hold Harmless. State agencies are constitutionally prohibited from agreeing to indemnify third parties.

2. Limitation of Liability. WVCTCS 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.
3. Governing Law of or Venue in a State Other than West Virginia. West Virginia CTCS does not have statutory authority to accept the governing laws of or venue in another state. As an alternative, the WVCTCS may agree to be silent on such issues.
4. Confidentiality. WVCTCS is subject to the West Virginia Freedom of Information Act (W. Va. Code §29B-1-1 et. seq.). Thus, WVCTCS cannot agree to keep the terms and conditions of a contract or agreement confidential.
5. Attorney Fees. As a public institution, the WVCTCS 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.
6. Damage Clauses. Damage clauses that include indirect or incidental damages as additional types of damages payable by WVCTCS is not acceptable.
7. Late Payment/Cancellation Charges/Interest Charges. State agencies are prohibited from agreeing to pay late payments or cancellation charges.
8. Taxes. The State is exempt from most taxes and generally will not agree to contract language which requires the payment of taxes. The WVCTCS will not agree to reimburse the vendor for the payment of taxes.
9. Binding Arbitration. The WVCTCS has no statutory authority to agree to binding arbitration and the State Attorney General has exclusive authority and control over all matters of litigation or potential litigation involving State agencies. Thus, WVCTCS has no authority to limit the type or scope of judicial action.
10. Interest. The WVCTCS lacks statutory authority to agree to the payment of interest.
11. Funding Clause. The WVCTCS cannot commit funds on multi-year contracts across Fiscal Years. All contracts across Fiscal Years are subject to fund availability and legislative appropriation. The WVCTCS has a right to terminate due to non-funding outside the current Fiscal Year. Such termination shall not be an event of default.

b. ELECTRONIC PAYMENT

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

c. INSURANCE COVERAGE

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

OR

Proposer shall be subject to the insurance provisions in Exhibit B

The successful Proposer shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the contract. The Proposer shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the WVCTCS prior to the contract effective date. Additionally, the Proposer is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

The successful Proposer shall procure, at its own expense, and maintain for the duration of the PO/contract, the following insurance coverage from insurers licensed or registered to do business in the State of West Virginia: (a) Commercial general liability insurance of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate; (b) Worker's Compensation insurance in accordance with applicable statutory limits (c) Commercial Automobile insurance in the amount of \$1,000,000 per occurrence for all owned, non-owned, hired, leased, rented, and employee non-owned vehicles, (d) where applicable, professional liability insurance of \$1,000,000 per claim/loss and \$2,000,000 annual aggregate, with proof that coverage shall remain in effect for a minimum of three years from the date of completion of the project, Supplier shall provide such other insurance as may be required by law. All insurance carried by Supplier in connection with the Services shall list WVCTCS as an additional insured and such insurance shall be primary and not contributory as to any other insurance the WVCTCS may have in effect. The Supplier shall provide a certificate of insurance to the WVCTCS evidencing required coverage prior to commencement of the Services All policies shall provide a minimum of thirty (30) calendar days' written notice prior to cancellation or material change. The insurance company(ies) providing the above-described coverage shall have an AM Best Rating of no less than (A-) excellent.