8.0 DISPUTES & REMEDIES

A. Types of Disputes
The Director of Business Operations is authorized to settle and resolve any questions regarding:
1. Any protest concerning the solicitation or award of a contract;
2. Any controversy arising between the School and a contractor by virtue of a contract between them, including, without limitation, controversies based on breach of contract, mistake, misrepresentation or any other cause for contract modification or rescission; and,
3. As per delegation from the State of Colorado Purchasing Office, any dispute arising from solicitations and contracts through the State Buildings process which is initiated and managed by Planning and Construction.

B. Costs of Filing
All costs associated with filing and prosecuting a protest or contract dispute shall be borne by the protestor/contractor.

C. Protests other than Contract Disputes

1. Filing of Protests
   a. Subject of Protest
      Protestors may file a protest on any phase of a solicitation or award including, but not limited to, specifications, award, or disclosure of information marked as confidential in a solicitation offer. Protests shall be submitted in writing within seven (7) working days after such aggrieved person knows or should have known of the facts giving rise thereto.
   b. Form
      The written protest shall include, at a minimum:
      (i) The name and address of the protestor;
      (ii) Appropriate identification of the procurement by solicitation number;
      (iii) A statement of the reasons for the protest; and
      (iv) Any available exhibits, evidence or documents substantiating the protest.
   c. To Whom Addressed
      The protest shall be addressed to the Director of Business Operations or Purchasing Manager and sent to the Office of Business Operations.

2. Requested Information
Any additional information regarding the protest should be submitted within the time period requested in order to expedite resolution of the protest. If any party fails to comply expeditiously with any request for information by the Director of Business Operations, the protest may be resolved without such information.

*See Section 12 for definitions of italicized words*
3. **Decision**  
The Director of Business Operations shall render a written decision regarding the protest within seven (7) working days after the protest is received. The decision shall be based on and limited to a review of the issues raised by the protestor and shall set forth each factor taken into account in reaching the decision. The Director of Business Operations shall furnish a copy of the decision to the protestor in writing.

4. **Stay of Procurement**  
In the case of protested RFPs only; there shall be a stay of procurement until the decision of the Director of Business Operations is rendered, unless the Director of Business Operations determines that execution of a contract without delay is necessary to protect substantial School interests.

5. **Actions in Court**  
If a protestor has filed a complaint in court which complaint is also the subject of a protest filed with the Director of Business Operations, the Director of Business Operations will not review the protest.

6. **Entitlement to Costs**  
When the Director of Business Operations substantiates a protest and the protestor should have been awarded the contract under the solicitation but, due to a defect in the School’s solicitation or process, was not, the protestor shall be entitled to the reasonable costs incurred in connection with responding to the solicitation. No other costs shall be permitted and reasonable costs shall not include attorney fees.

**D. Contract Disputes**

1. **Statement of Policy**  
The terms and conditions of School contracts establish procedures and remedies to resolve contract and breach of contract controversies between the School and a contractor. It is the School’s policy to try to resolve all controversies by mutual agreement through informal discussions without litigation. As used in these rules, the word “controversy” is meant to be broad and all encompassing, including the full spectrum of disagreements from pricing of routine contract changes to claims of breach of contract.

2. **Situation Prior to Issuing Decisions**  
When a controversy cannot be resolved by mutual agreement, the Director of Business Operations shall review the matter within twenty (20) working days after receiving a written request by the contractor for a final decision and shall issue a written decision.

3. **Final Decision**  
The Director of Business Operations shall furnish a written copy of the decision to the contractor. The decision shall include:
   a. A description of the controversy;
b. A reference to the pertinent *contract provision(s)*;
c. A statement of the factual areas of agreement and disagreement; and
d. The supporting rationale for the decision.

4. **Actions in Court**

   If a *contractor* has filed a complaint in court which complaint is also the subject of a protest filed with the Director of Business Operations, the Director of Business Operations will not review the protest.