

COLLEGE OF WESTERN IDAHO REQUEST FOR PROPOSALS

Ford Idaho Center Facility Operations and Venue Management Services

RFP 05-2026 – FIC Operations and Venue Management

PROPOSAL DUE: Friday, July 17, 2026, at 5:00 PM MT

College of Western Idaho

Attn: RFP 05-2026 FIC Operations and Venue Management

Email to: thaynepearson@cw.edu

CC: contract@cw.edu

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REQUEST FOR PROPOSALS - Ford Idaho Center Facility Operations and Venue Management Services

1. Introduction

The College of Western Idaho (“CWI” or “College”) is a public, open-access community college serving Western Idaho, with facilities currently located in Nampa and Boise. Since opening its doors in 2009, CWI has grown in response to the Treasure Valley’s need for affordable, career-aligned higher education and workforce pathways. Today, CWI serves more than 34,000 students and has experienced eleven consecutive semesters of enrollment growth.

CWI offers a broad range of academic, transfer, professional-technical, continuing education, dual credit, basic skills, and fast-track career training programs. Across these offerings, CWI’s value to the region has remained practical and consistent: affordable access, programs connected to career opportunity, and institutional capacity that responds to the needs of students, employers, and the communities CWI serves.

CWI is now responsible for the Ford Idaho Center (“FIC”), a multi-asset event and community venue platform located in Nampa, Idaho. FIC includes an arena, amphitheater, equine and event facilities, outdoor grounds, parking areas, premium spaces, plazas, gates, concourses, and other public areas. The transfer of FIC to CWI represents a significant stewardship responsibility for the College: maintaining an active regional venue, supporting community use, managing the asset with financial discipline, and evaluating future opportunities in a manner consistent with CWI’s public mission.

FIC is both a regional event venue and an institutional asset of CWI. Its future operation must balance commercial performance and alignment with the College’s mission, including principles of community access and public accountability. Over time, FIC may also create opportunities to support community engagement, workforce partnerships, student learning experiences, regional economic activity, and broader institutional visibility. Any such opportunities must be developed thoughtfully, responsibly, and in coordination with CWI’s academic, operational, financial, and community priorities.

FIC is currently operated by Oak View Group (“OVG”); their current agreement is expiring on September 30, 2027. CWI is therefore issuing this RFP as a procurement and best-value selection process for future services. Through this process, CWI seeks an operator that can provide professional venue management while understanding the distinctive responsibilities of operating a public community asset connected to an open-access community college.

1.1 Purpose

Through this RFP, CWI seeks a ten-year agreement with the successful respondent (“Proposer,” “Respondent,” or “Offeror”) for the exclusive rights for facility management services at the Ford Idaho Center including the venues listed below. The purpose of this Request for Proposals (“RFP”) is to obtain information from and enter into a contract with a qualified firm to provide comprehensive management and operations services at the Ford Idaho Center. The scopes of work for the management services are more fully described in Section 8 of this RFP.

The successful Offeror (the “Facility Manager”) shall be an independent contractor of CWI and shall furnish all management, supervision, labor, and any or all other services required by CWI, consistent with generally accepted operation of a first-class public assembly facility. CWI invites proposals from interested parties according to the terms of this RFP.

CWI anticipates that the Facility Manager may be incentivized, through the commission or fee structure, to make voluntary capital or operational improvements that enhance the performance of the Ford Idaho Center. Such investments, if made, shall be at the Facility Manager’s sole discretion and financial risk, and shall not create a partnership, joint venture, or shared risk arrangement with CWI.

This RFP does not constitute a commitment to any form of procurement action. An Evaluation Committee will carefully review all submittals to determine which respondents meet the needs of CWI. Based on the information

received, CWI will determine whether to issue an intent to award and negotiate a contract with the top scoring Proposer. CWI will not be responsible for any cost incurred in furnishing the response to this inquiry.

1.2 Authority

This RFP is issued under Idaho Code 67-2801 et seq. All proposals submitted in response to this solicitation shall be subject to the State of Idaho procurement law. Both state and federal law prohibit bribes, gratuities, and kickbacks. All responses to this RFP become the property of the College and will be available for public records requests upon completion of the contract negotiation process unless exempt under the law. See Public Records below.

Response to this RFP is voluntary and does not constitute a commitment, implied or otherwise, for CWI to take procurement action in this matter. The College will not be responsible for any costs incurred in furnishing this information. CWI requests that no copyrighted information, or personally identifiable information, be submitted in response to this RFP unless expressly requested by CWI.

2. Instructions to Proposers

2.1 Bid Submission Delivery Instructions

All responses must be delivered as follows:

- **Proposal must not exceed 100 pages. For integrated bids covering multiple scopes, the page limit is cumulative at 50 pages per scope (e.g., a proposal covering all three scopes may be up to 150 pages total). Page limits exclude redlines to terms & conditions and other appendices.**
- Proposal materials must be emailed via a PDF attachment, and received on or before Friday, July 17, 2026, at 5:00 PM MT.

Proposals received after the designated time and date indicated will not be considered for evaluation.

2.2 RFP Schedule

Event	Date
Request for Proposal Issued and Advertised	5/27/26
On-Site Facility Walkthrough	6/10/26
Question Period Ends	6/18/26
Questions and Answers Posted	6/30/26
Proposals Due	7/17/26
Public Opening	7/20/26
Evaluation Period	7/20/26-8/14/26
Interviews	8/5/26
Best and Final Offer, if requested	8/7/26
Intent to Award	8/17/26 – 8/24/26
Anticipated Award	9/10/26
Anticipated Contract Commencement	10/1/27

Dates are subject to change at CWI's sole discretion.

2.3 Facility Walkthrough

CWI intends to host an optional facility walkthrough at the Ford Idaho Center on Wednesday June 10, 2026, at 9:00am MT. Proposers wishing to attend must submit a notice of intent to participate to Thayne Pearson at thaynepearson@cw.edu no later than Tuesday, June 9, 2026, by 5:00pm MT.

2.4 Contact with College Personnel

Questions Prior to Bid Submission – All Proposers submitting questions regarding this RFP prior to bid submission must email questions to Thayne Pearson, Procurement Manager, at thaynepearson@cw.edu and cc: contract@cw.edu. Write in the subject line of all emails, “RFP 05-2026 FIC Operations and Venue Management”

All questions must be submitted on or before Thursday June 18, 2026, at 5:00 PM MT. Responses to all questions will be posted on CWI's website on Tuesday June 30, 2026, by 5:00 PM MT.

The College reserves the right to modify this RFP, as circumstances require. The RFP and all subsequent addenda may be found on the CWI website. It will be the responsibility of the Proposers to check for updates and/or amendments at:

<http://cwi.edu/info/procurement-division-contractspurchasing>

2.5 Proposal Opening

All proposals received by the time and due date will be publicly opened by representatives of CWI on Monday, July 20, 2026, at 9:00 AM MT at the College of Western Idaho Administration Building, 6056 Birch Lane, Suite 200, Nampa, Idaho. At the time of opening only the names of the Proposers will be shared. The opening document with the names of the Proposers will be shared publicly on CWI's website.

2.6 Errors in Proposals

Proposers are solely responsible for the accuracy, completeness, and responsiveness of their proposals. The College shall have no obligation to identify, correct, or seek clarification of any errors, omissions, or inconsistencies in a proposal. Modifications to proposals will not be accepted after the deadline.

2.7 Withdrawing Proposals

Proposers may withdraw a proposal at any time prior to the deadline by submitting an email to thaynepearson@cwi.edu sent by an authorized representative of the Proposer. After withdrawing a proposal, the Proposer may submit another proposal at any time prior to the proposal due date.

2.8 Limitations

The College will not be obligated in any way by any Proposer's response to this RFP. Selection of a proposal and the accompanying award of a contract are to be based on evaluation criteria established in this RFP and described in the Evaluation and Award section. The selection is at the sole discretion of the College.

The issuance of this RFP does not constitute an assurance that any contract will be entered into by any parties and the College expressly reserves the right to:

- Request additional information and data from any or all Proposers.
- Supplement, amend, or otherwise modify the RFP or cancel this request with or without the substitution of another RFP.
- Disqualify any Proposer who fails to provide information or data requested herein or who provides inaccurate or misleading information or data.
- Disqualify any Proposer on the basis of any real or apparent conflict of interest.
- Disqualify any Proposer on the basis of past performance on other projects.
- Negotiate with any Proposer to this RFP and choose the best combination of qualifications and price for the project and services described in this RFP.
- Select one or none of the Proposers to provide the services, or portions thereof, as described in this RFP.
- Award this RFP independently of other related FIC procurements. A Proposer may win one, multiple, or none of the related FIC RFPs.
- Consider an integrated offering that responds to multiple FIC RFPs, provided that the Proposer also submits separate pricing, staffing, scope, and implementation detail for each RFP.

2.9 Public Records

CWI is a public agency. Unless exempt, all documents in its possession are public records subject to inspection and copying under the Idaho Public Records Act, Chapter 1, Title 74, Idaho Code. The Public Records Act contains certain exemptions – one of which that is potentially applicable to part of a Proposer's response is an exemption for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not

being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy. Prices quoted in a proposal are not trade secrets.

If any Proposer claims any part of a Proposal is exempt from disclosure under the Idaho Public Records Act, the Proposer must: (1) Indicate by marking the pertinent document “CONFIDENTIAL”; and (2) include the specific basis for the position that it be treated as exempt from disclosure citing a specific exemption pursuant to the Idaho Public Records Act. Marking the entire proposal as “Confidential” is not acceptable and not in accordance with Idaho Public Records Act and will not be honored. Such blanket designations will be disregarded.

By claiming materials to be exempt from disclosure under the Idaho Public Records Act, Proposer expressly agrees to defend, indemnify, and hold CWI harmless from any claim or suit arising from CWI’s refusal to disclose such materials pursuant to the Proposer’s designation. In any event, CWI may produce documents to a requesting party, if CWI determines in its sole discretion, that the documents are not exempt. Any questions regarding the applicability of the Public Records Act should be addressed to your own legal counsel prior to submission.

3. Submittal Requirements

3.1 Proposal Format

Proper must submit an electronic submission for this RFP as described in Section 2.1. Electronic submissions should be in PDF format.

Each response shall also include the company's contact(s) responsible for the proposal, phone numbers, and email addresses.

Proposers are responsible for all costs associated with preparing their proposals, answering all questions, and providing CWI with requested information. If selected to provide demonstrations or interviews, Proposers are also responsible for all demonstration costs including, but not limited to, transportation, lodging, and meals. CWI is under no obligation to incur or reimburse any Proposer for any proposal costs. It is likely that demonstrations or interviews will be by video conferencing.

3.2 Eligibility for Award

In order for a Proposer to be eligible for an awarded contract, the proposal must be responsive to this RFP and Evaluators must be able to determine that the Proposer is responsible and has the resources and capacity to perform the resulting contract satisfactorily.

Eligible Proposers, at a minimum, must meet the following requirements and state so in the proposals:

- The proposer should disclose in its proposal any conditions or foreseeable circumstances (i.e., mergers, acquisitions, etc.) that would have an adverse effect on its ability to honor all terms of the contract or service it can provide.
- Be able to comply with the required performance schedule, taking into consideration all existing business commitments.
- Have necessary personnel and management capable of performing requirements on a resulting contract.
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

4. Proposal Evaluation, Interview, and Award

4.1 Evaluation Criteria Overview

Evaluation Criteria	Available Points
Mandatory Submittal Items	Pass/Fail
Company Summary	10
Staff Resources	10
Response to Scope of Services and Proposed Approach	15
Capital Improvement and Revenue Enhancement Plan	25
Fee Structure	40
Total	100

If interviews are conducted, a total score of 120 points is possible. The interview will be worth up to 20 additional points.

4.2 Offeror Submitted Response Evaluation

The Offeror Submitted Response will be reviewed first on a “pass” or “fail” basis to determine compliance with those requirements listed in Section 5. All Proposals which are determined to be responsive in this regard will continue in the evaluation process.

Offeror’s Capital Improvement and Revenue Enhancement Plans will be evaluated as a part of the Offeror Submitted Response. Evaluation of these plans will contain quantitative and qualitative dimensions. To aid in CWI’s quantitative evaluation of Offerors’ plans, Offerors must at a minimum make clear their:

1. Total Planned Capital Investment
2. Total Projected Revenue Enhancement and/or Cost Savings

The above should be expressed in total dollars over the initial contract term, with assumptions clearly stated.

Qualitative components of the Offeror Submitted Response, including Sections 6, 7, 8, and parts of Section 9, will be evaluated and scored utilizing one (1) or more Evaluation Committee(s).

A maximum of 60 points will be awarded for the Offeror Submitted Response.

4.3 Fee Structure Evaluation

CWI encourages respondents to this RFP to propose various options for a fee structure for the proposed services to be provided by the Facility Manager. CWI anticipates a core fee structure consisting of a fixed monthly Base Management Fee, a performance-driven Annual Incentive Fee, and an annual Minimum Performance Guarantee (paid to the College by the Facility Manager as a revenue floor for CWI). The Minimum Performance Guarantee should exceed the Base Management Fee. These core fees, plus any other fees or revenue sharing structures, constitute the FIC’s Annual Operating Model.

Offerors must at a minimum clearly state their:

1. Monthly Base Management Fee
2. Annual Incentive Fee Structure
3. Annual Minimum Performance Guarantee

CWI will evaluate the Annual Operating Model on a net basis considering each of the Base Management Fee, Incentive Fee, and Minimum Performance Guarantee to arrive at a Net Cost/Benefit to CWI to be used in fee structure evaluation.

4.4 Interviews and Demonstrations

At the discretion of the College, up to three responsive Offerors with the highest total normalized score after the evaluation of the Submitted Response and Fee Structure may be invited to interview. If the College holds interviews, they will be mandatory for all invited Offerors and will be evaluated. CWI may require the attendance of proposed key personnel, account leaders, technology leaders, operations leaders, or legal/financial representatives as applicable.

4.5 Best and Final Offer

The Best and Final Offer (BAFO) process is an optional step that may be initiated solely at the discretion of the College when cost proposals remain a determining factor after initial evaluations. The BAFO process shall be limited to pricing adjustments and shall not include revisions to technical or service components unless expressly authorized in writing.

Conditions for BAFO

A BAFO will only be requested under the following circumstances:

- Initial cost proposals do not clearly establish a fair comparison for evaluation.
- Additional clarification or competitive pricing is deemed necessary to finalize the award determination.

Notification and Instructions

Respondents selected for BAFO will receive written notice specifying:

- The requirement to submit a revised cost proposal.
- The submission deadline and format.
- Any specific cost elements that require adjustment or clarification.

Finality of Submission

- Submission of a Best and Final Offer (BAFO) shall supersede and replace the Offeror's originally submitted cost proposal in its entirety. The BAFO shall be deemed the Offeror's final and binding cost submission for all purposes under this solicitation.
- No further revisions will be permitted after the BAFO deadline.
- Failure to submit a BAFO by the stated deadline may result in disqualification from further consideration.

Evaluation and Award

BAFO submissions will be evaluated in accordance with the criteria set forth in this RFP, with emphasis on cost competitiveness and overall value. CWI reserves the right to:

- Make an award based on initial proposals without requesting BAFO.
- Accept or reject any BAFO submission.
- Cancel the BAFO process at its sole discretion.

Reservation of Rights

Participation in the BAFO process does not guarantee award. CWI retains full discretion to award a contract based off Section 4.9.

4.6 Unresponsive Proposals

Proposals not meeting the following requirements may be deemed unresponsive and may not be afforded consideration:

- A submitted proposal may be deemed unresponsive if the Proposer does not specifically offer all services as specified in the RFP.
- The proposal must acknowledge that all services, terms, and conditions specified in this proposal are included in the quoted price.
- The proposal must state that this RFP and the proposal submitted by the Proposer in response to this RFP will be made a material part of any contract executed.
- A submitted proposal may be deemed unresponsive if the Proposer does not respond to all questions in Sections 6-9.

4.7 Discussions and Negotiations

CWI anticipates negotiating with one (1) Proposer based on the Evaluation Criteria provided in Section 4.1. CWI may require finalists to attend part or all of the negotiations in person in Nampa; however, CWI reserves the right to

change to virtual negotiations at any time. Specific detail regarding the requested parties (e.g., technical expert, legal counsel, etc.) will be included in the invitation to participate in negotiations.

CWI anticipates discussing the following topics during negotiations:

- Scope of work, specifications, and requirements
- Clarification of the parties' roles and responsibilities
- Detailed Implementation Plan for implementation of the Contract
- Fee Structure and Billing Procedure

CWI reserves the right to identify any topic for discussion during negotiations.

4.8 Contract Period

The intent of this RFP is to contract with the successful Proposer for an initial term of ten (10) years. Any renewal, extension, amendment, termination right, or non-appropriation provision shall be negotiated by CWI and the successful Proposer and shall remain subject to Idaho law, CWI policy, and final contract approval.

The successful Proposer will be required to operate the FIC on the College's fiscal year of July 1 through June 30.

4.9 Contract Award

The award, if any, will be made to the responsive, responsible Offeror whose Proposal receives the highest number of total normalized points, unless CWI determines that no award is in the best interest of the College. This RFP does not commit CWI to awarding a contract, paying any costs incurred in the preparation of a proposal, or contracting for the services described herein.

CWI will name the apparent successful Proposer in a Notice of Intent to Award. Identification of the apparent successful Proposer is procedural only and creates no right in the named Proposer to award of the contract.

Where Proposer's proposal differs or conflicts with the College's RFP or its Appendices, the terms of this RFP shall apply. Where Proposer's proposal, licenses, service terms, or other terms supplement the RFP and its Appendices, the supplemental terms and conditions shall apply only if specifically reviewed, approved, and accepted by the College in a written Addendum. License, service, maintenance, or any other type of agreements desired by the firm to be signed by the College, are only binding upon the College to the extent they are in full agreement with the RFP and have been specifically reviewed, approved, and accepted by the College in writing.

The College reserves the right to incorporate all or any portion of the successful Proposer's response into the resulting Contract. Notwithstanding the foregoing, the College reserves the right to negotiate all terms, conditions, scope of services, and pricing prior to execution of a final Contract. No Proposal or portion thereof shall be binding on the College unless and until expressly incorporated into a fully executed written agreement.

5. Mandatory Submittal Items

- Section 3.2 - Eligibility for Award. Certify all criteria can be met or disclose any relevant information related to Section 3.2.
- Section 6 - Company Summary. Provide a response to each item requested in Section 6.
- Section 7 - Staff Resources. Provide a response to each item requested in Section 7.
- Section 8 – Scope of Services and Proposed Approach. Provide a response to each item requested in Section 8.
- Section 9 – Capital Improvement and Revenue Enhancement Plan. Proposers must provide a response in the form of a plan which satisfies the requirements of Section 9.
- Fee Structure
- Signed Appendix A - Signature Block.
- Signed Appendix B - Conflict of Interest and Debarment.
- Appendix C – Data Room

All proposals must respond directly to all requirements and questions posed in this RFP and comment on capabilities to meet such requirements. Emphasis should be on clarity and brevity of Offeror responses to each question in Sections 6 through 9.

6. Company Summary

- Describe Offeror's company, ownership structure, primary business focus, and core service offerings.
- Describe the location of headquarters and other offices of the submitting firm. On-site offices will be available. Provide the location of the regional office that would serve CWI and FIC.
- Identify any parent companies, affiliates, subsidiaries, strategic partners, subcontractors, or joint venture partners that would participate in service delivery.
- Provide evidence of financial stability, including audited financial statements or equivalent documentation for the past two fiscal years
- Describe briefly Offeror's knowledge and experience in providing services required in this RFP.
- Disclose any current or recent engagements that could create a conflict of interest or impair objectivity in serving CWI.
- Disclose any contracts terminated for cause, material litigation, regulatory action, or debarment/suspension matter within the past five years.

7. Staff Resources

- Identify the proposed day-to-day onsite general manager and executive sponsor for CWI and FIC and describe their professional backgrounds.
- Provide a proposed organizational chart for the FIC engagement, identifying key roles, reporting relationships, and the individuals proposed to fill each position. For each key role, include a brief description of responsibilities and minimum qualifications
- Provide resumes or biographies for all proposed key personnel.
- Describe staffing continuity plans, including how the Offeror will avoid disruption if key personnel change.
- Provide at least three current clients. Include contact name, title, address, telephone number, and email address for each reference. Indicate the scope and scale of services provided and relevance to the FIC engagement.

8. Scope of Services and Proposed Approach

8.1 Introduction and Background Information

This section describes the full scope of services CWI expects the Facility Manager to provide and requests the Proposer's detailed approach to fulfilling those responsibilities. Proposers shall organize their response to Section 8 using the subsection headings provided, addressing each subsection in order. Within each subsection, Proposers should address all enumerated items but are not required to respond bullet-by-bullet. Responses should be substantive and specific to the Ford Idaho Center; general capability statements without demonstrated application to FIC's scale, complexity, and mixed-use character will be scored lower. CWI is looking for evidence that the Proposer understands the unique operational demands of the FIC campus, has a credible and specific plan to meet them, and brings relevant experience that directly informs that plan.

8.1.1 Ford Idaho Center Description

The Ford Idaho Center Complex is a 500,000+ S.F. complex located directly off Interstate-84 which consists of the following venues:

- **Ford Idaho Center Arena**
- **Ford Idaho Sports Center**

- **Ford Idaho Center Amphitheater**
- **Ford Idaho Horse Park**

This complex collectively hosts concerts, festivals, sporting events, equestrian events, trade shows, conventions, corporate receptions, holiday parties, and high school and college graduation ceremonies.

The **Ford Idaho Center Arena** opened in 1997 with a maximum seating capacity of 12,279 and 31,200 S.F. of floor space with access large enough to drive a semi-truck loaded with production and staging equipment directly into the arena. This facility consists of:

- Total space of 120,000 S.F (130' x 240' open floor)
- Seating capacity varies by configuration:
 - 180 degrees – 9,700 seats
 - 270 degrees – 11,400 seats
 - 360 degrees – 12,657
 - In the Round – 13,067
 - Theater – 2,500 to 6,000 seats
- Staging is 60' x 40' from 4 to 6 feet high with 12' x 24' wings
- Three truck loading dock bays
- Full Matrix scoreboard (open steel over arena floor)
- Bose PA system
- State of the art lighting, excellent for all televised events
- Electrical 1-800 amp, 2-600 amp, 1-400 amp, 2-200 amp and 1-200 amp at mid floor
- Rooms:
 - 4 dressing / locker rooms
 - 1 star dressing room
 - 2 production rooms (1 large green room, 1 all-purpose room)
 - 3 offices
 - 1 training room
 - 1 multi-purpose / catering room

The **Ford Idaho Sports Center** is the newest addition to the Complex having opened in 2002. From March to October the venue is the site of some of the largest equine and agriculture events in the Northwest including several national horse shows. This facility consists of:

- A 100,000 S.F. building
- 175' x 300' open floor space
- Permanent bleacher seating capacity of 990 on the east side
- Lighting for televised events
- Phone and internet access
- Hook-ups for 8-110 amp panels
- Vendor space
- Portable sound system

The **Ford Idaho Center Amphitheater** opened in 1998 and is an outdoor venue that hosts numerous concerts and events. This facility consists of:

- Seating for 11,000 with both reserved seating and grass general admission
- A stage area which is 60' x 40' and 5 feet height with optional wings available as needed and with three truck loading dock bays
- Electrical: 1 – 600 amp, 2 – 400 amp, 1 - 200 amp, and 4 – 110v (GFI) from 30 amp disconnect
- Backstage rooms, including:
 - 4 locker rooms
 - 1 star dressing room
 - 2 dressing rooms

- 2 production rooms
- 1 large green room
- 1 multipurpose room (divisible)
- 1 office

The **Ford Idaho Horse Park** opened in 2002 and has hosted thousands of horses in events such as Team Roping, local 4-H, Regional Arabian Horse, Quarter Horse Association, Mounted Shooting, Dressage and many others. The Horse Park consists of:

- An English Riding Facility, with a Grand Prix Course and multiple show arenas
- An indoor arena with 97,500 S.F. (175' x 360' open floor space), fixed bleacher seating, excellent lighting for televised events, hook-ups for eight 110 amp panels, vendor space, and portable sound system
- An outdoor arena with 45,000 S.F. (15' x 300' space)
- Warm-up pens (covered and uncovered)
- Stock Pens with 100,000 S.F. (200' x 500' space) split into 12 holding pens
- Stalls (596 total) with water at each building and additional rental stalls if the demand warrants.

Floor plans, FF&E list, and an event list for the Ford Idaho Center Complex will be included in the Data Room for this RFP (See Appendix E).

8.2 Goals and Objectives

As the new owner of the Ford Idaho Center, CWI intends to operate high-quality, state-of-the-art event facilities that are competitive in the industry and attract diverse event activity including but not limited to sporting, equestrian, entertainment and cultural events, conventions and trade shows, consumer and public shows, meetings, and community events. It is CWI's intention that the Ford Idaho Center be operated in a professional and fiscally responsible manner consistent with best industry practices and all applicable laws and ordinances. CWI will retain the right to reserve designated dates and times for College use, subject to mutual agreement with the Facility Manager.

Operating objectives include contracting with a Facility Manager that operates the Ford Idaho Center with limited or no ongoing public subsidy, providing quality customer service, innovative marketing efforts, and facility maintenance and upkeep, while working cooperatively with other agencies to maximize event activity and operating efficiency.

CWI further seeks proposals that include a meaningful capital investment commitment by the Facility Manager; one that reflects the long-term potential of the FIC as a premier regional venue serving one of the fastest-growing communities in the American West. The Treasure Valley's continued population and economic growth represents a significant opportunity for the right operator, and CWI is looking for a partner with the vision and resources to invest in the FIC's future accordingly. Proposers are encouraged to think ambitiously about capital improvements that will enhance the FIC's competitive position, expand revenue opportunities, and elevate the guest experience for years to come. Additional detail on expectations for a capital investment is provided in Section 9.

It is important to CWI that the Ford Idaho Center continues to be utilized for community events, such as high school graduations and the Boys and Girls Club Community Day, and that the Facility Manager balances this goal with financially profitable operations. CWI further envisions FIC as a living laboratory for students, with applied learning opportunities for internships, workforce experiences, and career pathways across venue operations, event management, hospitality, marketing, and related fields.

Proposers should treat these goals and objectives as an important part of the evaluation process. In addition to the operational detail requested throughout this section, CWI asks Proposers to address the following questions, which are intended to elicit higher-level thinking about strategic approach, institutional fit, and long-term vision for the FIC. Responses should be substantive but concise; CWI is looking for demonstrated understanding of its priorities, not an exhaustive narrative.

- Describe Offeror's business philosophy and provide specific data demonstrating previous success with services comparable to those requested in this RFP.
- Describe your experience managing multi-asset venues including arenas, amphitheaters, equine facilities, outdoor grounds, parking, premium spaces, and other public areas, and why that experience positions you to succeed at the FIC specifically.
- Describe how your operating model would position FIC as a strategic CWI institutional asset, supporting workforce development, student learning opportunities, community engagement, regional economic impact, and institutional visibility.
- Describe your proposed event booking and programming strategy, including the mix of local, regional, national, civic, community, equine, entertainment, sports, corporate, and CWI uses you would target.
- Describe your approach to revenue enhancement and cost management, including best practices and specific initiatives you would implement at FIC.
- Describe your approach to KPIs and performance incentive structures, with emphasis on net operating performance, revenue growth, customer satisfaction, event volume, facility condition, safety, community engagement, and CWI mission alignment.

8.3 Scope of Work Requested

CWI seeks to enter into a contract with a qualified and experienced firm to operate, maintain, grow, and promote the Ford Idaho Center. The Proposer must demonstrate proven experience managing venues of comparable size and type, including arenas, amphitheaters, and sports facilities, and the ability to successfully attract concerts, equine events, and other events consistent with FIC's capabilities. The Facility Manager will be expected to perform to the highest industry standards and in the best interest of CWI. The Facility Manager shall act as CWI's representative with respect to day-to-day management and operation of the Ford Idaho Center and shall operate the Ford Idaho Center entirely at its own financial risk as an independent contractor.

This scope of services excludes base responsibility for food and beverage operations, ticketing software, and sponsorship sales, each of which will be addressed through separate RFPs issued by CWI. The Facility Manager will, however, be responsible for administering and overseeing any food and beverage, ticketing, and sponsorship contracts executed by CWI during the term of the Agreement. In addition, the Proposer may bid on multiple or all of these opportunities as an integrated offering. See Section 10 for more information.

As such, specific services and responsibilities include, but are not limited to:

8.3.1 Management

The Facility Manager shall be responsible for managing the daily operations of the Ford Idaho Center in the most efficient and profitable manner. At a minimum, this includes, but is not limited to the following operational functions:

- Groundskeeping and grounds maintenance
- Custodial and building maintenance services
- Security coordination
- Marketing and promotional activities
- Event setup and teardown
- Event coordination and supervision
- Event services and guest experience
- Staff scheduling
- Box office and ticketing operations
- Parking management
- Information services
- Website maintenance and digital presence

In fulfilling these responsibilities, the Facility Manager shall:

- Maintain the Ford Idaho Center in a first-class, safe, and sanitary condition at all times.

- Develop and implement management and operational standards governing quality of services, maintenance, and physical appearance of all FIC facilities (both interior and exterior) so as to provide a first-class entertainment and customer service experience for all patrons and clients.
- Manage and operate the Ford Idaho Center in accordance with policies approved by CWI, at all times in the public interest and in accordance with the highest professional and ethical standards.
- Manage all day-to-day functions and operations of the Ford Idaho Center as an independent contractor, acting as CWI's representative with respect to day-to-day management. The Facility Manager is the principal for all operational revenues and expenses. CWI shall not record or control any operating revenues or operating expenses of the facility.
- Establish, maintain, and adjust pricing for all commercial users of the Ford Idaho Center, including rates for event rentals, services, equipment, labor, and other operational charges. These rates shall be market competitive, aligned with comparable public assembly facilities, and subject to approval by CWI. Nothing in this Agreement shall be construed to grant the College operational control over commercial pricing.
 - **Preferred Internal Rate:** The College shall maintain the right to establish a preferred internal usage rate for its own events, including commencements, collegiate athletics competitions, instructional activities, student-facing events, employee recognition events, and other College-sponsored uses. The Facility Manager shall implement this preferred internal rate and incorporate it into its pricing structure.
 - **Community Preferred Rates:** The College may designate categories of mission-aligned community users, including but not limited to, high schools conducting graduations, local nonprofit organizations, government entities, youth development organizations, or other community users, for whom the Facility Manager shall apply a preferred or reduced rental rate.
 - Such preferred community rates shall be clearly identified in the pricing schedule and applied upon the request or designation of the College. These preferred rates shall not constitute College involvement in general operational pricing and shall not restrict the Facility Manager's authority to set or adjust commercial rates for other users.
 - **Snake River Stampede:** The Snake River Stampede has a long-term facility use agreement and relationship with the Ford Idaho Center. This agreement will be made available in the Data Room.
 - **Transparency and Annual Review:** The Facility Manager shall provide the College with a current pricing schedule annually for informational and oversight purposes. This submission does not constitute operational approval, nor shall it be interpreted as the College directing pricing decisions for commercial users.
 - **No Impact on Independent-Contractor Status:** Implementation of preferred internal or community rates shall not be construed as the College exercising operational control over the Facility Manager. The Facility Manager shall remain the principal for all operational decisions, revenues, expenses, and pricing for commercial users.
- Interact with CWI and participate in the Ford Idaho Center Advisory Commission as required.
- Work with CWI in developing a standard license agreement. CWI's Risk Manager shall determine insurance requirements applicable to licensees.
- Negotiate and administer all facility contracts including, but not limited to, services, events, tenants, novelties and merchandise, premium seating licenses, and equipment. Any contract between the Facility Manager and an affiliated entity shall be generally consistent with agreements at comparable facilities, reflect market conditions, and be on terms customarily charged for comparable goods and services.
- In procurement situations that, in CWI's opinion, create a potential conflict of interest for the Facility Manager, CWI may directly negotiate the procurement solely to ensure compliance with College policies and to protect CWI's interests.

- Perform Ford Idaho Center information technology functions and maintain systems in state-of-the-industry condition, including PCI-compliant point-of-sale systems, modern venue management platforms, secure and supported hardware, and current software versions consistent with practices at comparable facilities. Any IT equipment purchased by the Facility Manager specifically for use at the Ford Idaho Center that is permanently installed, integrated into the facility, or affixed to CWI property shall become the property of CWI at the end of the Agreement, except for mobile devices, laptops, or proprietary systems hosted offsite by the Facility Manager.
- Establish an effective system of communication that encourages linkages and collaborative efforts between the Ford Idaho Center and other related industry segments.
- Return the Ford Idaho Center and all Furniture, Fixtures and Equipment (FF&E) to CWI in the same condition and quantity in which they were provided, except for normal wear and tear, at the conclusion of the Agreement term.
- Abide by all applicable local, county, state, and federal laws pertaining to its operations and secure all licenses and permits necessary for operation of the Ford Idaho Center. The successful Proposer shall be responsible for, and pay all federal, county, city and state taxes arising as a result of the Management Agreement, including those levied against the College.
- Qualify to hold any required Idaho retail liquor license. The Proposer, and any principals, officers, directors, owners, managers, or other individuals with a controlling interest in the Proposer, or who will be responsible for on-site management of the Ford Idaho Center, must be eligible to hold or participate in the holding of a state liquor license in accordance with Idaho Code Section 23-910. At a minimum, the Proposer certifies that no such individual has been convicted of any disqualifying offense identified in Idaho Code Section 23-910, including but not limited to felony convictions or violations of laws governing alcohol beverages that would render the individual ineligible for licensure.
- Maintain an electronic building information management system that tracks building maintenance, modifications, and lifecycle costs.
- Comply with CWI brand standards, public records requirements, confidentiality requirements, data security requirements, and all applicable federal, state, and local laws.
- Provide such additional advice and assistance in relation to the operation, management, maintenance, and supervision of the Ford Idaho Center as CWI may reasonably require.

Responses should clearly demonstrate how the Proposer will deliver efficient daily operations, maximize revenue and utilization, maintain exceptional facility conditions, and provide outstanding guest experiences, while operating as an independent contractor aligned with CWI's policies, community commitments, and oversight expectations.

8.3.2 Sales and Marketing

- Develop and implement an event booking and programming strategy, schedule events, negotiate contracts, and confirm event bookings across entertainment, equine, sporting, corporate, civic, and community categories.
- Develop a detailed marketing plan.
- Develop and maintain a positive working relationship with area marketing agencies.
- Develop and implement a customer service program.
- Periodically conduct market research to include customer satisfaction surveys of patrons and clients and report those results to the College on a bi-annual basis.
- Manage box office operations and coordinate with CWI's designated ticketing services provider.

- Create promotional materials, floor plans, maps and other facility-related marketing materials.
- Develop rental agreements and event-related service forms, subject to CWI approval.
- Develop and maintain the Ford Idaho Center's digital presence, including the FIC website, social media accounts, email marketing, and digital advertising, in a manner consistent with CWI brand standards and designed to drive event awareness, ticket sales, and community engagement.
- Coordinate group sales outreach and manage fulfillment, hospitality, and client relationship functions for premium seating inventory, suites, and VIP experiences

Responses should demonstrate the Proposer's ability to attract and program a diverse mix of events, maximize ticket sales and attendance, maintain strong relationships with promoters and community partners, deliver high-quality marketing and digital presence, and ensure exceptional customer service and guest experiences aligned with CWI brand standards.

8.3.3 Maintenance and Repair

- Be responsible for preventative maintenance, general maintenance and repair of all facilities under the Management Agreement. The interior, exterior, and infrastructure of the physical facility and grounds will be maintained by the successful Proposer. The Facility Manager shall also be responsible for informing the College of degraded conditions beyond ordinary wear and tear.
- The Facility Manager must develop and annually update a long-term capital improvement plan (CIP) and a plan for major repairs & maintenance (R&M) activities for the Ford Idaho Center. The CIP and R&M plans must be provided to the College as necessary and within the College-required timeframe.
- The Facility Manager is further responsible for taking all actions necessary to maintain the validity of all warranties and for ensuring that repairs to any part of the Ford Idaho Center or FF&E which are under warranty are accomplished under the warranty.
- Maintain a neat and orderly operation at all times, and be responsible for, or oversee, vendor contracts pertaining to the necessary housekeeping and groundskeeping services to properly maintain the Ford Idaho Center.

Responses should demonstrate the Proposer's ability to develop and manage long-term capital improvement and maintenance plans, preserve asset condition and warranties, and ensure consistent, high-quality housekeeping and groundskeeping operations.

8.3.4 Accounting and Finance

- Prepare an annual operating budget for internal use in managing the Ford Idaho Center and provide CWI with a summary including key assumptions for oversight purposes. Such submission does not constitute CWI approval or operational control.
- Participate in annual strategic planning and performance review meetings with CWI and FIC leadership.
- All operating financial activity shall be maintained on the Facility Manager's financial statements. CWI shall receive monthly summary reports for oversight, but these reports shall not be consolidated into CWI's financial statements.
- Establish a system of internal controls to provide reasonable assurance that the Ford Idaho Center's resources are used in an effective and efficient manner.

- Keep full and accurate accounting records relating to its activities at the Ford Idaho Center in accordance with generally accepted accounting principles.
- Provide monthly financial reports to the College that include, but are not limited to, an event and financial analysis comparing budget to actual amounts and corresponding explanations of positive or negative variances, a list of upcoming events, P&L by event, monthly facility P&L, cash flow statement, rolling 12-month forecast, capital project tracker, commission calculation detail and supporting documentation, operating and maintenance issues/concerns, and any other appropriate information as requested by the College.
- Administer payroll for all persons employed by the Facility Manager at the Ford Idaho Center.
- Prepare and distribute event settlement reports to CWI within 7 days following each event, detailing gross revenues, deductions, commissions, and net amounts.
- Support CWI audit rights, including access to relevant books, records, reports, transaction data, and supporting documentation. The Facility Manager should expect that CWI will require an annual audit.

Responses should demonstrate the Proposer's ability to maintain accurate and transparent financial records, develop and manage operating budgets, deliver comprehensive and timely reporting, support audit requirements, and ensure strong financial oversight and accountability while operating independently of CWI's financial structure.

8.3.5 Obligations of the College

CWI will retain the following administrative and oversight responsibilities throughout the term of the Agreement:

- Negotiate, execute, and oversee the contract between CWI and the Facility Manager.
- Provide all initial land, buildings, facilities, and FF&E in good working order, to be inventoried at the time of Management Agreement signing.
- Establish minimum insurance requirements for all contracts and license agreements through CWI's Risk Manager and Insurance Provider.
- Monitor the Facility Manager's performance on a regular basis through monthly reports and periodic performance audits.
- Approve policies, transactions, relationships, or activities that create legal, financial, safety, or reputational exposure for CWI, including the use of CWI trademarks and agreements that obligate the College. Operational pricing and day-to-day operating policies shall be established by the Facility Manager.
- Oversee certain aspects of FIC pricing under the conditions outlined in Section 8.3.1.
- Coordinate any owner-funded maintenance or capital agreements as further defined in the Management Agreement.
- Make periodic inspections of the facilities and FF&E to verify that they are being maintained in a neat and orderly condition.
- Provide the Facility Manager with timely access to information, decisions, and approvals necessary for the Facility Manager to carry out its operational responsibilities under the Agreement.
- Reserve the right to modify its functional role with respect to administering the operations of the Ford Idaho Center at any time, subject to the terms of the Management Agreement.

8.3.6 Transition Plan

- Provide a detailed transition plan from the current management structure to the proposed operating model.
- Identify transition phases, milestones, dependencies, staffing requirements, technology requirements, data migration needs, risk areas, and CWI decisions required.

- Describe how the Proposer will coordinate with the current provider, CWI, FIC staff, event promoters, sponsors, key vendors, and other affected parties.
- Describe how the Proposer will protect business continuity, customer service, event operations, financial controls, and data integrity during transition.
- Provide a proposed transition timeline and list of information needed from CWI to implement the transition.
- Proposers that are the current Facility Manager should, in lieu of a transition plan, provide a continuity and improvement plan describing how they will maintain uninterrupted operations, address any deficiencies in the current operating model, and implement the enhancements proposed in their response. The continuity plan should address staffing, systems, contracts, financial controls, and any areas identified for improvement.

Responses should demonstrate the Proposer's ability to effectively plan and execute a structured transition, coordinate with key stakeholders, mitigate risks, and maintain uninterrupted operations, financial controls, and customer service; or, if the incumbent, outline a continuity and improvement plan that enhances current operations and addresses identified opportunities.

9. Capital Improvement and Revenue Enhancement Plan

Proposer shall include a capital improvement and revenue enhancement plan that identifies practical, revenue-focused opportunities to improve the Ford Idaho Center's long-term performance, guest experience, event competitiveness, and community value. Capital or operational investments outlined in this proposal, if made, shall be at the Facility Manager's sole discretion and financial risk, and shall not create a partnership, joint venture, or shared-risk arrangement with CWI.

The plan should address, at a minimum, the following:

9.1 Amphitheater Improvement Strategy

Identify recommended improvements to the Amphitheater that would increase event bookings, improve artist/promoter appeal, enhance guest experience, expand premium or VIP opportunities, and support higher per-capita revenue.

9.2 Arena Revenue Enhancement Opportunities

Provide recommendations for Arena upgrades that could improve event flexibility, premium seating, concessions performance, fan amenities, backstage/event operations, and the ability to attract a broader mix of concerts, family shows, sporting events, and community events.

9.3 Horse Park and Equine Facility Development Plan

Assess the Horse Park's current revenue potential and recommend improvements that could increase equine event bookings, participant experience, stall/RV utilization, ancillary spending, and multi-day event competitiveness.

9.4 Cross-Facility Capital Prioritization

Provide a prioritized list of proposed capital projects across the Arena, Amphitheater, Horse Park, outdoor grounds, parking areas, premium spaces, concourses, plazas, and public areas, including estimated cost ranges, expected operational impact, revenue potential, and implementation timing.

9.5 Return on Investment and Funding Approach

For each recommended capital improvement, describe the anticipated revenue impact, operating expense impact, payback logic, potential funding sources, and Proposer's capital contribution, investment, cost-sharing, or performance-based funding model.

9.6 Guest Experience and Commercial Activation

Identify improvements that would enhance guest satisfaction, increase dwell time, support premium hospitality, improve wayfinding, and create more attractive event-day experiences across the venue complex.

9.7 Implementation Roadmap

Provide a phased implementation plan that distinguishes near-term, medium-term, and long-term opportunities, including dependencies, operational disruption considerations, required CWI approvals, and the role the Proposer would play in planning, procurement, project management, and execution.

10. Integrated Offering Option

As noted in the Introduction, CWI is issuing multiple RFPs related to the future operation and commercialization of the FIC. A Proposer may submit proposals for one, multiple, or all RFPs. A Proposer may also submit a bundled or integrated alternative in addition to their responses to each individual RFP. As an example, if a Proposer wanted to submit an RFP with an integrated proposal for Sponsorship and the Food and Beverage RFP, the Proposer would submit an RFP for each individual RFP, but also include in each RFP an integrated alternative included in both the Sponsorship and Food and Beverage RFP. Any integrated alternative must clearly identify the service areas included, proposed governance model, service-specific staffing, pricing, revenue share, transition plan, risks, and assumptions. Each RFP will be evaluated independently before integrated alternatives will be considered. CWI may award one, multiple, or no RFPs, and the same vendor may be selected for more than one RFP.

If proposers submit an integrated bid they acknowledge that, once evaluated, it may replace all prior single-response submissions, at CWI's sole discretion and any evaluations or scoring associated with those prior submissions shall no longer apply.

Appendix A: Signature Block

Please return this page with each copy of your submittal.

- () Proposer has reviewed and understands all terms, conditions, and specifications herein stated.
- () Proposer has reviewed and understands Section 2.9 Public Records.
- () The Proposer is qualified to perform work and services as included.
- () The pricing contained in the proposal is valid for 120 days from submittal.
- () Proposer has reviewed and accepts the CWI Contract Terms in Appendix B.

Field	Response
Signature	
Name and Title	
Company Name	
Address, City, State, Zip Code	
Phone Number and Email	
Federal Tax ID Number	
Date of Submission	

Appendix B: Conflict of Interest/Debarment

CONFLICT OF INTEREST

No employee of College of Western Idaho (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Offeror or in the proposed transaction. Offeror neither employs, nor is negotiating to employ, any College of Western Idaho employee, Board of Trustee member or close relative, with the exception of the person(s) identified below. Offeror did not participate, directly or indirectly, in the preparation of specifications upon which the RFP or offer is made.

List in the comments section below the name(s) of any College of Western Idaho employee, Board of Trustee member or close relative who now or within the preceding 12 months: (1) works for the Offeror; (2) has an ownership interest in the Offeror (other than an owner of less than 1% of Offeror's stock, if Offeror is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Offeror; (4) has received grant, travel, honoraria or other similar support from Offeror; or (5) has a right to receive royalties from the Offeror.

DEBARMENT/SUSPENSION STATUS

The Offeror certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency. The Offeror agrees to provide immediate notice to the College of Western Idaho's Vice President of Finance in the event of being suspended, debarred or declared ineligible by any department or federal agency, or upon receipt of a notice of proposed debarment that is received after the submission of the RFP or offer but prior to the award of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the Offeror named and that the information contained in this document is true and accurate to the best of their knowledge.

Comments

Signature

Name and Title

Company Name

Address

Date

Appendix C: Data Room and Confidential Information Note

CWI may elect to provide selected data to qualified Proposers through a controlled data room. If a data room is used, CWI may require execution of a non-disclosure agreement and may limit access to firms that certify their intent to submit a proposal. CWI may also withhold confidential, exempt, proprietary, student, personnel, or security-sensitive information as permitted or required by law.

Potential data to be provided by CWI may include annual attendance, annual event count by type, ticket volume, gross ticket sales, concessions revenue, catering revenue, sponsorship revenue, parking revenue, operating revenue, operating expenses, current staffing, capital needs, current technology systems, and existing agreements.

Appendix D: Sample Contract Terms

THIS PROFESSIONAL SERVICES CONTRACT (“Contract”), dated _____, is between the College of Western Idaho (“College”) and _____ (“Contractor”). College and Contractor may also be referred to as “Party” or “Parties” within Contract.

RECITALS

College requires the services of an individual or entity with the particular training, ability, knowledge, and experience possessed by Contractor for providing to Facility Operations and Venue Management Services.

The Parties agree that Contractor will provide College with such services subject to certain conditions.

The Parties agree to set forth the terms and conditions of their agreement in this Contract.

Terms and Conditions of Contract

The resultant contract (“Contract”) will constitute the College’s acceptance of the signed and dated proposal in response to the RFP FIC-OPS. The RFP and its Appendices and any amendments, and the Responding Proposal submitted by the successful Proposer will be incorporated into and become the contract. The following terms and conditions will be incorporated. By submitting an offer the Proposer warrants they have reviewed these terms and conditions and by them upon any acceptance of a proposal by the College of Western Idaho:

1. Governing Law/Jurisdiction

The contract resulting from this RFP solicitation shall be governed in all respects (validity, construction, capacity, performance) by the laws of the State of Idaho or applicable federal laws. The venue or jurisdiction of any claim arising from this contract shall be in the federal and/or district courts located in Ada County, Idaho.

2. Compliance with Laws

Proposer shall agree to fully cooperate with any audit or investigation, and comply with all requirements of federal, state and local laws and regulations applicable to firm, firm’s service or to the property provided by firm pursuant to this agreement.

Verification:

Proposer’s obligations under this section include the verification process under Idaho Code Section 67-7903 requiring documentation of lawful presence for all employees.

Anti-Discrimination:

Acceptance of this agreement binds the Proposer to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964, in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified individual with a disability in the United States shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17,

and the Americans with Disabilities Act of 1990, are also incorporated into this agreement. The Proposer shall comply with pertinent amendments to such laws made during the term of the agreement and with all federal and state rules and regulations implementing such laws. The Proposer must include this provision in every subcontract relating to this agreement.

FERPA:

The privacy of student record information is protected under the federal Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g. If at any time during the course of activities under this agreement, the Proposer is provided access to individual student information, or to a system that contains individual student information, the Proposer agrees to maintain that information in absolute confidence and in compliance with FERPA, and agrees not to use or disclose that information or create or maintain copies of that information for any purpose not directly related to and expressly authorized under this agreement.

Certifications Required by Idaho Law:

- A. Proposer certifies, pursuant to Section 67-2346, Idaho Code, that Proposer, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations, is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this Section defined in Section 67-2346, Idaho Code, shall have the meanings set forth therein.
- B. Proposer certifies, pursuant to Section 67-2359, Idaho Code, that Proposer, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations, is not currently owned or operated by the Government of China and will not for the duration of the contract be owned or operated by the Government of China. The terms in this Section defined in Section 67-2359, Idaho Code, shall have the meanings set forth therein.
- C. Proposer certifies, pursuant to Section 67-2347A, Idaho Code, that Proposer, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations, is not currently engaged in, and will not for the duration of the contract engage in, a boycott of any individual or company because the individual or company: (i) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (ii) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Section 18-3302(2)(d), Idaho Code. The terms in this Section defined in Section 67-2347A, Idaho Code, shall have the meanings set forth therein.
- D. That Proposer is not, and will not for the duration of the contract become, an abortion provider or an affiliate of an abortion provider as those terms are defined in the “No Public Funds for Abortion Act,” Idaho Code §§ 18-8701 *et seq.*

3. Confidential Information

Proposer and its employees agree to maintain the confidentiality of any sensitive or personal data relating to the College. Proposer and its employees may be privy to financial, personnel or other information that the College regards as proprietary or confidential. The Proposer shall not disclose such confidential information to any third party without the express consent of the College.

“Confidential Information” includes (but is not limited to):

- 1. Personnel records, personal information that is non-public, health records, professional discipline records.
- 2. Trade secrets, information protected by copyright laws, patents or pending patent applications, production records.
- 3. Proprietary information both financial and technical, appraisals, proposals, promotional marketing.

Confidential Information does not include records maintained by College that are determined in the sole discretion of College that are public records as defined in Idaho Code 74-102, including this Contract and other communication between College and Contractor.

4. Standard of Performance

The Parties acknowledge that the College in selecting the Proposer to perform the services of this RFP and is relying upon the Proposer's reputation for excellence in the performance of the services required hereunder. The Proposer shall be responsible for the professional quality and technical accuracy of their advice and other services furnished by them. The Proposer shall perform services with the degree of skill that is normally exercised by recognized professionals and with the standard of care with respect to services of a similar nature. The rights of the College provided for under this contract are in addition to any rights and remedies provided by law.

The Proposer shall devote such time to performance of its duties under this contract as is reasonably necessary for the satisfactory performance of such duties. Nothing in the foregoing shall be construed to alter the requirement that time is of the essence in this contract.

5. Ownership of Work Product

All work products of Contractor that result from this Contract ("the work products") are the exclusive property of College. If any of the work products contain intellectual property of Contractor that is or could be protected by federal copyright, patent or trademark laws or state trade secret laws, Contractor hereby grants College a perpetual, royalty-free fully paid, non-exclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so, all such work products and any other information, designs, plans, or information provided or delivered to College or produced by Contractor under this Contract. The Parties expressly agree that all works produced pursuant to this Contract are works specifically commissioned by College and that Contractor shall obtain written permission from College before publishing, displaying, or using any work or work products resulting from this Contract

6. Independent Contractor Status

It is understood and agreed that in the performance of the services under this contract, Parties shall at all times act as independent contractors with respect to each other. Nothing herein shall be construed to create a joint venture, partnership, or employee/employer relationship between the Parties. Except as expressly authorized herein, neither party hereto shall have any right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party.

Notwithstanding the foregoing, the College may delegate to the Contractor certain limited authority to act on behalf of the College in connection with the operation, management, and booking of the Facility, including the execution of agreements within the scope, financial limits, and approval requirements set forth in this Agreement. Any such limited authority shall be strictly construed and exercised in accordance with the terms of this Agreement. No course of conduct or failure to enforce any provision shall be deemed to grant the Contractor any authority not expressly provided.

Contractor shall supply, at its sole expense, all equipment, tools, materials and/or supplies to accomplish the work performed except as may already be present at and currently utilized in connection with the Facilities, a list of which equipment, tools, and materials is included in the Dara Room for this RFP. The College shall not be responsible for providing worker's compensation coverage for firm nor shall the Proposer be entitled to any benefits including but not limited to vacation pay, sick leave, PERSI, retirement benefits, health, life, dental, disability and unemployment insurance benefits.

7. Indemnification and Limitation of Liability

To the fullest extent permitted by law, the Facility Manager, its subcontractors, agents, servants, officers, or employees shall indemnify and hold harmless the College, including but not limited to, its elected and appointed officials, officers, employees, and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the Facility Manager's performance of the Agreement or any other agreements of the Facility Manager, entered into by reason thereof. The Facility Manager shall indemnify and defend the College, including, but not limited to its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the Facility Manager, its subcontractors, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including but not limited to, damage

awards, costs and reasonable attorney's fees. The indemnification shall not be affected by any other portions of the Agreement relating to insurance requirements. The Facility Manager agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

Limitation of Liability. To the fullest extent permitted by Idaho law, and except as expressly provided in this Agreement, neither party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages, including without limitation lost profits, loss of revenue, or loss of business opportunity, arising out of or relating to this Agreement, regardless of the cause of action and even if advised of the possibility of such damages.

Exceptions to Limitation. The limitations set forth in this Section shall not apply to:

- (i) Contractor's indemnification obligations;
- (ii) damages arising from Contractor's gross negligence or willful misconduct;
- (iii) claims for bodily injury, death, or tangible property damage to the extent covered by required insurance; or
- (v) any liability that cannot be limited under Idaho law.

Notwithstanding anything to the contrary in this Agreement, the liability of College shall be subject to the limits pursuant to the Idaho Tort Claims Act, including without limitation a prohibition against punitive damages, sovereign immunity, governmental tort claims acts, and statutory limitations on liability and damages. Nothing in this Agreement shall be construed as a waiver of such protections.

8. Dispute Resolution

Before commencing litigation, each party agrees to notify the other party of any dispute arising out of or relating to this contract, and to attempt to resolve any such dispute by negotiation. If the Parties are unable to resolve the dispute in thirty (30) days of such notice, the Parties agree to endeavor to resolve the dispute through mediation. Parties agree that disputes will first be submitted to mediation by written notice to the other party. In mediation, the Parties will work in good faith to resolve any differences with the aid of a mediator. The mediator will be selected by mutual agreement, but if an agreement as to the selection cannot be reached, one shall be designated by the American Arbitration Association. The mediator shall determine the conduct and the format of the mediation. Each party will bear its own costs in mediation. All other fees and expenses shall be divided equally between the

Parties. Either party may initiate litigation within the State or federal courts located within the state of Idaho to resolve the dispute if it is not resolved by negotiation or mediation.

9. Force Majeure

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the Parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, provided that in all cases the Parties shall notify the other promptly in writing of any cause for delay. If reasonably possible, the firm shall make every reasonable effort to complete performance as soon as possible.

10. Terms of Payment

Terms of payment will be negotiated for the final contract. Invoices will be submitted separately to the College on a monthly basis which clearly delineates what services are being billed for during the period. Each invoice shall include the date the service was rendered and a description of the service provided. Invoices will be paid by the College on a net thirty (30) payment basis.

11. Assignment of Rights

Neither party may assign, transfer or delegate any or all its rights or obligations under this contract, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This contract shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

12. Incorporation by Reference

In the event of any conflict between the terms and provisions of this contract and those of any other incorporated documents, the following order of precedence shall govern:

- Federal Law and Regulations
- Idaho State Law
- Terms Incorporated from RFP

13. Non-Waiver

The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

14. Amendments

This contract may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving.

15. Termination

Pursuant to Idaho Code and College policy, the College may enter into contracts, including leases and rentals, for periods of time exceeding one (1) year provided that such contracts contain no penalty to or restriction upon the College in the event cancellation is necessitated by a lack of financing for any such contract or contracts. The College reserves the right to terminate this contract without penalty if, in its sole judgment, the College of Western Idaho Board of Trustees fails, neglects, or refuses to appropriate sufficient funds as may be required for the College to continue such payments, or requires any return or “give-back” of funds required for the College to continue payments.

Termination for Breach:

The Parties may terminate the contract (and/or any order issued pursuant to the contract) when the breaching Party has been provided written notice of default or non-compliance and has failed to cure the default or noncompliance within a reasonable time, not to exceed thirty (30) calendar days. The Parties, upon termination for default or non-compliance, reserve the right to take any legal action they may deem necessary including, without limitation to offset damages against any payment due.

16. Contractor's Signature

An authorized signature is required in Appendix A for a proposal to be considered eligible. A representative of the Vendor's signature on the face of this solicitation certifies that this proposal is made without prior understanding, contract, or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. Vendor agrees to abide by all conditions of this solicitation and certifies that the signatory is authorized to sign this proposal for the Vendor.

Appendix E: Insurance Requirements

Insurance Requirements

Vendor shall provide evidence of insurance coverage as set out in this Appendix. The intent of the required insurance is to protect the College should there be any claims, suits, actions, costs or damages arising from the any negligent or intentional act or omission of the firm or its agents while performing under the terms of this contract.

Before the start of the contract, the Vendor shall provide evidence of such coverage as set out in this Appendix. All insurance provided shall be issued by companies admitted to do business within the state of Idaho. The College will be provided notice thirty (30) days written notice of any cancellation, non-renewal or material changes to the insurance provided.

Failure on the part of the Vendor to procure and maintain required insurance shall constitute a material breach of contract upon which the College may immediately terminate this agreement.

- Workers' compensation insurance providing the statutory limits required by Idaho law. In addition, it shall provide Coverage B, Employer's Liability Coverage, of not less than \$1,000,000 each accident, \$1,000,000 disease – policy limits, and employees' liability with limits of not less than \$100,000 per occurrence. The required limit may be met by excess liability (umbrella) coverage.
- Commercial general liability insurance providing contractual, personal injury, bodily injury and property damage liability coverage with limits of at least \$1,500,000 per occurrence, \$5,000,000 general aggregate, and \$5,000,000 aggregate products and completed operations. The required limit may include excess liability (umbrella) coverage. The policy shall name the College and its representatives as an additional insured. If "occurrence form" insurance is not available, "claims made" insurance will be acceptable. The policy shall be maintained for three years after completion of this agreement. Proposer shall maintain host liquor liability coverage as part of its commercial general liability coverage described above.
- Automobile liability insurance covering all owned, non owned, and hired automobiles, trucks, and trailers. The coverage shall be as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,500,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.
- Crime insurance coverage in the amount of \$1,000,000.

The Facility Manager will provide the College with at least 30 days written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Facility Manager agrees to hold the College harmless from any liability, including additional premium due because of the Facility Manager's failure to maintain the coverage limits required. The College's approval or acceptance of certificates of insurance does not constitute the College's assumption of responsibility for the validity of any insurance policies nor does the College represent that the above coverage and limits are adequate to protect any individual/group/business, its consultants' or subcontractors' interests, and assumes no liability therefore.