

COLLEGE OF WESTERN IDAHO REQUEST FOR PROPOSALS

Ford Idaho Center Food and Beverage, Concessions, Catering, and Premium Hospitality Services

RFP 06-2026 - FIC Contractor, Food and Beverage

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

Attached PDF by email:

College of Western Idaho

Attn: RFP 06-2026 – FIC Contractor, Food and Beverage

Or Email to: thaynepearson@cw.edu

CC: contract@cw.edu

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REQUEST FOR PROPOSALS - Ford Idaho Center Food and Beverage, Concessions, Catering, and Premium Hospitality 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 food service is currently operated by OVG Hospitality (formerly "Ovations Food Services"). The current agreement is expiring on September 30, 2027. CWI is therefore issuing this RFP as a required procurement and best-value selection process for future services.

1.1 Purpose

CWI seeks proposals from qualified food and beverage operators to provide concessions, catering, premium hospitality, alcohol service support, vending, portable carts, and event hospitality services at FIC. The selected Contractor will be expected to improve revenue performance, service quality, menu variety, speed of service, local and regional vendor participation, premium hospitality, technology integration, reporting, and fan experience.

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 50 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 12:00 pm 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, at 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 06-2026 – FIC Contractor, Food and Beverage” 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, 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://cw.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

CWI will not be liable for any errors in proposals. 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@cwidi.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. 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

The Proposer 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, Capital Improvement and Revenue Enhancement Plans, and Proposed Approach	40
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.

Evaluation of Offeror Submitted Responses will contain quantitative and qualitative dimensions. To aid in CWI's quantitative evaluation of Offerors' responses, Offerors should, 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 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 Offeror. The agreement resulting from this RFP shall be a commission-based agreement. Compensation payable to Owner shall be the greater of:

1. The total commissions earned on Gross Receipts during the applicable Contract Year, or
2. The Minimum Annual Guarantee proposed by the Proposer and accepted by Owner.

4.3.1 Required Pricing Proposal

Each Proposer shall provide the following:

1. A commission percentage on Gross Receipts from general concession food sales.
2. A commission percentage on Gross Receipts from nonalcoholic beverage sales.
3. A commission percentage on Gross Receipts from alcohol sales.
4. A commission percentage on Gross Receipts from premium areas, clubs, suites, catering, and hospitality sales, if applicable.
5. A commission percentage on subcontractor sales, kiosk sales, portable sales, food truck sales, or other third-party sales conducted under the operator's authority, or alternatively the percentage of subcontractor income or royalties payable to Owner.
6. A Minimum Annual Guarantee for each Contract Year.
7. A proposed annual escalator for the Minimum Annual Guarantee, stated as either a fixed annual percentage increase or a fixed annual dollar increase.
8. A proposed capital reserve contribution, stated as a percentage of Gross Receipts, to be used for equipment replacement, smallwares, and mutually approved concession improvements.
9. Any proposed marketing or fan value pricing program and the requested commission treatment, if different from standard event pricing.

Gross Receipts

For purposes of the agreement, Gross Receipts shall mean the total amount charged or received from all food and beverage sales and related concession activity conducted pursuant to the agreement, whether cash or credit, whether collected or not, including sales from permanent stands, portable locations, premium areas, suites, catering, vending under the concessionaire's control, and approved subcontractor activity. Gross Receipts shall exclude only:

1. Any taxes separately stated and actually remitted to the appropriate taxing authority
2. Discounts specifically approved by Owner
3. Refunds actually issued to customers and supported by documentation

No deduction shall be allowed for credit card fees, payment processing charges, bad debt, shortages, spoilage, internal allocations, management fees, labor, uniforms, insurance, utilities, or other operating expenses unless expressly approved in writing by Owner.

Minimum Annual Guarantee True Up

Within thirty calendar days after the end of each Contract Year, the concessionaire shall deliver an annual reconciliation comparing total commissions paid during the year to the Minimum Annual Guarantee for that year. If commissions paid are less than the Minimum Annual Guarantee, the concessionaire shall remit the deficiency with the annual reconciliation.

Capital Reserve and Equipment Reinvestment

A capital reserve account shall be established and funded monthly from the agreed percentage of Gross Receipts. Funds in the capital reserve shall be used solely for mutually approved equipment purchases, replacement of smallwares, technology upgrades, stand improvements, portable units, or other food and beverage related capital needs. Any expenditure from the capital reserve shall require Owner's prior written approval. Any unused balance at contract expiration shall remain with Owner unless otherwise expressly provided in the agreement.

Rebates

Offeror shall disclose any corporate rebate, discount or similar programs on a local, regional, or national level that the FIC would be participating in or contributing to.

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) Offeror 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 five (5) years, with an additional five (5) year extension option at CWI's sole discretion. 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.
- 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 8.

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

- Describe Offeror's principals and 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 Food and Beverage Operator 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 and CWI campus locations; general capability statements without demonstrated application to FIC's scale, event mix, and multi-venue character will be scored lower. CWI is looking for evidence that the Proposer understands the unique operational demands of this contract, 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 facility utilizes Clover point of sale (POS) systems and is equipped with the following:

- 19 printers
- 73 handheld POS
- 22 pay screen POS
- 25 workstation POS
- 12 cash drawers

Concession and catering opportunities currently available at the FIC include:

- **Ford Idaho Center Arena**
 - 2 main external concourse spaces all on one main level
 - 3 permanent concession stands
 - 4 POS per concession stand
 - 3 bar locations
 - 1 POS per bar
 - 1 beer bar location
 - 3 POS at beer bar
 - 2 mobile 'grab 'n' go' units (utilized in both Arena and Amphitheater)

- Currently 13 contracted additional vendors
- **Ford Idaho Center Arena – Rodeo Club**
 - Rentable party room that accomodates up to 125 attendees for seated meal or 160 for a cocktail party.
 - Located within the Ford Idaho Center Arena
- **Ford Idaho Center Amphitheater**
 - 3 permanent bar locations with 3 points of sale each
 - Currently 9 contracted vendors
- **Ford Idaho Sports Center**
 - 3 permanent points of sale set up in a restaurant atmosphere called the Les Schwab Corral, within the Sports Center
 - Les Schwab Corral can accommodate up to 200 for seated meal and 230 for cocktail party
 - Ability to add additional points of sale

Additional Information:

- Current Beverage sponsors of the FIC are Pepsi and the local MillerCoors distributor.
- 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

CWI seeks to enter into a long-term agreement with a qualified and experienced Food and Beverage Operator to provide comprehensive food, beverage, and catering services across the Ford Idaho Center and select CWI campus locations. CWI's goal is to deliver a first-class food and beverage experience that enhances the guest experience, supports the financial performance of the FIC, and reflects the College's commitment to quality, community, and institutional responsibility.

The scope of this RFP encompasses food and beverage services at the following locations:

1. **Ford Idaho Center** (Arena, Sports Center, Amphitheater, and Horse Park): full-service concessions, bars, catering, and event-day food and beverage operations across all venues and event types.
2. **CapEd Student Success Center Coffee Shop**: approximately 650 square feet, located on the main Nampa campus. CWI seeks a qualified operator to run this campus café as part of an integrated service agreement. This space is currently built to a 'core and shell' state within a full operating building opening on the CWI Nampa Campus in July 2026.
3. **Boise Micron Academic Center Coffee Shop**: approximately 500 square feet, located on the Boise campus. CWI seeks a qualified operator for this location as part of the same integrated agreement. This space will be built to a 'core and shell' state within a fully operating building opening in Boise in Fall 2027.
4. **Additional CWI locations, as mutually agreed to by Owner and Contractor.**

CWI's intent in bundling these locations is to attract operators with the scale, resources, and institutional commitment to deliver high-quality service across a diverse portfolio, from large-scale arena events to daily campus café operations. CWI recognizes that the campus coffee shop locations alone may not attract the caliber of operator this contract requires and views the integrated scope as essential to achieving an appropriate level of service at all locations.

CWI may also consider including grab-and-go and vending relationships within the scope of this RFP. Proposers are invited to address this in their proposals.

In addition to the operational detail requested throughout this section, CWI asks Proposers to address the following higher-level questions about their strategic approach and institutional fit:

- Describe your philosophy for delivering food and beverage services at a multi-use public assembly facility, and how that philosophy applies specifically to FIC's mix of arena events, equestrian events, amphitheater concerts, and community uses.
- Describe your experience managing food and beverage operations at venues of comparable size, event volume, and operational complexity, and why that experience positions you to succeed at FIC.
- Describe your proposed operating model for FIC, including staffing, management, purchasing, inventory control, menu development, event planning, catering coordination, premium hospitality, and event-day execution.
- Describe how you would approach the campus coffee shop locations and how you would ensure service quality at smaller-format locations while managing a high-volume event venue contract.
- Describe your approach to revenue enhancement, including menu development, pricing strategy, alcohol revenue optimization, catering sales growth, and per-capita improvement.
- Describe proposed capital investment in kitchen equipment, concession stand upgrades, POS systems, portable locations, branded carts, premium hospitality, and service speed improvements.
- Describe your sustainability philosophy, including local sourcing, waste reduction, composting, and recycling practices you would implement at FIC and the campus locations.

8.3 Scope of Work Requested

The Food and Beverage Operator will have the exclusive right to manage all food and beverage services at the Ford Idaho Center and the CWI campus locations identified in Section 8.2, subject to the exclusivity carveouts described in Section 8.3.1. The Operator shall act as an independent contractor, operating the foodservice program entirely at its own financial risk.

The Operator will be responsible for all concession sales, catering, bar operations, premium hospitality, coffee shop operations, and any vending or grab-and-go services included in the final agreement. Specific services and responsibilities include, but are not limited to, the following:

8.3.1 Exclusivity and Scope Boundaries

The Food and Beverage Operator shall have the exclusive right to manage food and beverage services (including alcoholic beverages) across all designated areas of the Ford Idaho Center and CWI campus locations. Food and beverage service is defined as the preparation and serving of food and non-alcoholic and alcoholic beverages at a per-plate, per-person, or per-order charge, regardless of event type, including banquets, meetings, conferences, trade shows, and all other facility uses.

CWI reserves the right, in its reasonable discretion, to waive exclusivity in the following instances:

- College internal events
- Center Garden events
- Amphitheater events, provided the Operator retains the right of first refusal
- Food service companies renting a significant portion of the facility, including kitchen, for internal functions provided such companies are responsible for leaving the kitchen and facility in the same condition as received
- Backstage refreshment service for performers, with the Operator's consent
- The Snake River Stampede (see Section 8.3.2)

In all cases of exclusivity waiver, CWI shall provide prior timely notice to the Operator. CWI shall be solely responsible for any damage, cleaning costs, or inventory loss arising from events for which a waiver is granted.

This RFP does not include merchandise rights for any tenant of the Ford Idaho Center.

8.3.2 Snake River Stampede Carveout

The Snake River Stampede has a facility use agreement and relationship with the Ford Idaho Center. This agreement will be made available in the Data Room.

8.3.3 Technology, Point-of-Sale, and Data

- Deploy and maintain a modern, cloud-based point-of-sale system across all concession stands, bars, kiosks, portable carts, catering operations, and campus coffee shop locations. Systems must accept credit and debit cards, support contactless and mobile payment, and maintain offline functionality in the event of connectivity loss.
- Integrate POS systems with FIC's ticketing platform, accounting systems, and financial reporting infrastructure as required by CWI. Proposers should describe their proposed integration approach and any known compatibility considerations.
- Provide mobile ordering capability for arena and amphitheater events where operationally appropriate.
- Ensure CWI owns or has full and unrestricted access to all food and beverage sales data, event data, customer data, inventory data, and reporting data generated through operations at FIC and the CWI campus locations. This access shall survive termination of the agreement.
- Maintain industry-standard data security practices, PCI compliance, and privacy controls across all systems and locations. Submit to a technology and security review by CWI as a condition of contract execution.
- Maintain cybersecurity insurance in amounts to be specified by CWI legal, procurement, and information technology prior to contract issuance.
- Describe your proposed approach to inventory management systems, including how purchasing, receiving, waste tracking, and reconciliation are managed across multiple locations and event types.
- At agreement termination, transfer all system access, sales data, customer data, and reporting history to CWI or its designee in a mutually agreed format.

Describe Offeror's POS platform, system integrations, mobile ordering, and inventory management approach. Confirm compliance with connectivity, data access/ownership, security (including PCI), and reporting requirements.

Also confirm the ability to meet cybersecurity and insurance requirements, participate in CWI's technology review, and fully transfer all data and system access to CWI upon contract termination.

8.3.4 Concessions and Bar Operations

- Operate all permanent and portable concession stands, bars, kiosks, and carts across all FIC venues during events, ensuring sufficient coverage and staffing calibrated to each event's specific attendance profile, venue configuration, and service requirements.
- Maintain convenient and accessible points-of-sale placed based on each event's specific requirements. All locations must be open for event move-in and move-out periods at the Ford Idaho Center.
- Develop and maintain menus and pricing appropriate to each venue and event type (including arena events, amphitheater events, horse park and equine events, outdoor festivals, and premium areas). Proposers shall provide sample menus and pricing for each of these categories as part of their proposal response.
- Describe speed of service standards, queue management practices, and event-day execution protocols, including how staffing levels, stand assignments, and product mix are adjusted based on event type and expected attendance.
- Manage all alcoholic beverage service in compliance with applicable Idaho law, including staff training, carding procedures, inventory controls, responsible service practices, and liquor liability requirements. CWI anticipates

holding the liquor license, which shall be leased to the Operator in accordance with Idaho law. The decision to serve or refuse service of alcoholic beverages to any individual shall be the sole responsibility of the Operator.

- Describe proposed local and regional food and beverage partnerships, including how local vendors may be incorporated into menus and operations without compromising service quality, speed, health code compliance, or financial controls.
- Ensure that employees do not solicit or accept tips except in cash bar environments, and that no tip jars are placed in view of guests, no salting of bar tops occurs, and no tips remain on bar tops or trays.
- Post and display all menu items and prices at all permanent and portable stands. All signage must be consistent with FIC graphics and brand standards. Hand-written signs are not permitted.
- Provide vending machine services in designated employee and locker room areas as directed by CWI.
- At agreement termination, transfer all alcoholic beverage permits and licenses to the succeeding operator without expense.

Describe Offeror's approach to operating all concession locations across venues and event types, including staffing, menu and pricing strategy, service speed and queue management, alcohol compliance, local partnerships, vending, signage and tipping compliance, and confirm the ability to meet all operational requirements, maintain continuity, and transfer applicable licenses at contract termination.

8.3.5 Catering Operations

- Provide full-service catering for all events requiring pre-arranged food and beverage functions, including banquets, receptions, corporate events, meetings, trade shows, graduation ceremonies, premium hospitality, suites and club areas, and other facility uses.
- Describe your approach to catering sales, including how you would grow catering revenue at FIC through proactive outreach, event planner relationships, menu development, and upselling of premium hospitality options.
- Set rooms with sufficient tables, chairs, linen, skirting, place settings, bars, and appropriate décor on a timely basis, and remove same immediately following each catered event. Provide appropriate props, centerpieces, and displays consistent with the expectations of a premier event facility.
- Utilize permanent smallwares, dishes, glassware, and place settings for all catering, including catering alcoholic beverages, unless disposables are specifically requested by the client.
- Maintain printed catering menus utilizing FIC logos, used exclusively for the Ford Idaho Center, in sufficient quantities for marketing purposes.
- Provide food and beverage service for CWI in-house activities at cost (defined as cost of product and labor to prepare and serve).
- On an annual basis, provide CWI with a written catering and marketing sales program including specific financial and operational goals, methods for attaining each goal, and actual results versus plan from the prior agreement year.
- Assign all catering contracts and deposits for events scheduled after agreement termination to the succeeding operator without interruption to clients or events.
- No off-site or subcontracted catering sales are permitted from the facilities unless expressly approved by CWI in writing.

Describe Offeror's approach to full-service catering across all event types, including but not limited to, sales strategy, event setup, service standards, menu development, service ware, marketing, and at cost services for CWI.

Confirm offeror's ability to meet or exceed the operational requirements, exclusive onsite catering, provide annual sales plans, and ensure seamless transition of contracts and deposits upon termination.

8.3.6 Campus Coffee Shop Operations

- Operate the CapEd Student Success Center coffee shop (approximately 650 SF, Nampa campus) and the Boise Micron Academic Center coffee shop (approximately 500 SF, Boise campus) as part of the integrated service agreement, as well as other campus locations as mutually agreed upon by Owner and Contractor.
- Develop and implement a menu, pricing structure, and service model appropriate for daily campus café operations, consistent with the needs of CWI students, faculty, and staff.
- Staff each campus location adequately during operating hours to be established in coordination with CWI.
- Maintain each campus location in a clean, sanitary, and well-presented condition consistent with CWI brand standards.
- Proposers should describe their proposed approach to these locations, including any capital investment, branding, equipment, or operational model they would bring.
- Proposers may offer comprehensive 'grab and go', vending, autonomous, or self-service food and drink stations throughout CWI campus locations, as agreed upon by Owner and Contractor.

Describe Offeror's approach to operating campus coffee shop locations, including menu, pricing strategy, staffing, cleanliness, and standards. Additionally, any proposed capital investments, branding, and equipment.

Confirm Offeror's ability to support additional locations and implement a grab and go, vending, or self-service operation as agreed upon with CWI.

8.3.7 Quality Standards and Product

- Operate all foodservice in a manner consistent with standards employed by a first-class public assembly facility. All food and beverages shall be of the highest standard of quality and purity, appropriately prepared and served.
- Ensure all foods, drinks, and beverages conform to applicable federal, state, and local food safety laws, ordinances, and regulations. No imitation, adulterated, or misbranded articles shall be sold, and all products shall be stored and handled with due regard for sanitation. Leftover perishable product shall not be sold at any time.
- Have final approval on what suppliers, prices, portions, and brands are used. Currently sponsored beverage products at the Ford Idaho Center include Pepsi and MillerCoors; the Operator may negotiate additional product sponsors.
- Describe your approach to food quality assurance, including staff training protocols, product consistency standards, temperature and handling controls, and how quality is maintained across high-volume event-day operations.
- Identify and utilize local products and vendors throughout the Ford Idaho Center and campus locations whenever appropriate.
- Develop and implement a sustainability plan, including participation in recycling, composting, and waste reduction programs consistent with CWI, City of Nampa, Canyon County, and State of Idaho requirements. The Operator is encouraged to work with local nonprofit organizations, including food banks, to reduce product waste.

Describe Offeror's approach to ensuring high quality, safe, and compliant operations, including but not limited to, product selection, staff training, consistency standards, and high volume execution.

Confirm Offeror's ability to meet or exceed all requirements, incorporate local sourcing, and implement sustainability and waste reduction practices that align with CWI expectations.

8.3.8 Staffing and Personnel

- Employ all necessary personnel to conduct foodservice operations at all locations. All foodservice employees shall be employees of the Operator, not CWI. The Operator shall at all times be an independent contractor; the agreement shall not create a partnership or joint venture with CWI.
- Maintain accurate records of employee identification and legal working status. Upon request, the Operator shall immediately dismiss from the facilities any employee deemed unsuitable by CWI. Any employee so dismissed shall not be reemployed at the facilities without prior written consent of CWI.
- Ensure on-site management has no job-related responsibilities at other venues and maintains a full-time office at the Ford Idaho Center. If CWI requests a replacement for on-site management or key staff, the Operator shall provide a temporary replacement within five days and promptly proceed with permanent hiring.
- Ensure all employees are neatly and cleanly uniformed at all times, meeting grooming and appearance standards prescribed for such employees. Uniforms shall be provided and maintained by the Operator as a direct operating cost.
- Free employee parking is available for all Operator employees at the Ford Idaho Center.

Describe Offeror's approach to staffing and personnel management across all locations, including but not limited to, hiring, compliance, employment requirements, on site management, trainings, and appearance standards.

Confirm Offeror's ability to meet all operational requirements, dedicated on site leadership, and comply with CWI direction regarding personnel.

8.3.9 Sanitation and Equipment Maintenance

- Maintain all assigned areas of the Ford Idaho Center (including concession stands, kitchens, dock areas, offices, bars, buffets, pantries, storage, and prep areas in a clean, sanitary, and orderly condition, including the space within a 25-foot radius of each area, in accordance with all applicable laws and regulations.
- Provide licensed pest control for each assigned area.
- Maintain all grease traps, exhaust hoods, exhaust ductwork, and roof fans and ensure regularly scheduled cleaning of same, as a direct operating cost.
- Maintain par levels of all equipment, leasehold improvements, uniforms, and smallwares. Maintain all equipment, leasehold improvements, uniforms, rolling stock, and smallwares in good repair, including maintenance, repair, or replacement due to ordinary wear and tear as a direct operating cost.
- Repair and maintenance costs per item at or below \$2,500 shall be treated as a direct operating cost. Repair and maintenance costs per item above \$10,000 that constitute capital improvements may be proposed to CWI for approval and funding at CWI's sole discretion. CWI has no obligation to fund any replacement or repair unless it elects to do so as a capital improvement.
- If replacement is due to theft, vandalism, unusual wear, neglect, or negligence by the Operator, the Operator shall pay for such replacement, which shall not be treated as a direct operating cost.
- Develop and implement a preventive maintenance plan for all foodservice equipment and assigned areas. Conduct an annual food and beverage equipment inventory at the end of each agreement year, documenting damaged or missing equipment and identifying any equipment that has met the end of its useful life.

Describe Offeror's approach to maintaining clean, safe, and compliant facilities including but not limited to, sanitation practices, pest control, equipment, equipment maintenance, equipment replacement, preventive maintenance planning, and inventory management.

Confirm the Offeror's ability to meet all maintenance, repair, and cost responsibility required outlined in this RFP Administrative Document.

8.3.10 Financial Management and Reporting

- Collect all proceeds from foodservice operations and maintain accurate records and reports, categorized as CWI may reasonably require. Institute security, inventory, and alcohol control procedures to ensure accurate accounting and preservation of inventory.
- Maintain financial controls, inventory controls, cash controls, and event settlement procedures sufficient to produce audit-ready records at all times. Describe your proposed approach to each of these control areas as part of your proposal response.
- Maintain all accounting records in accordance with generally accepted accounting principles, sufficient to support contractual reporting and audit requirements, at the on-site office. Records shall be available for audit by CWI or the State of Idaho at any time during the agreement term, and for six years following termination.
- Maintain a separate commercial bank account for all food and beverage sales deposits.
- Submit a monthly commission statement in a form approved by Owner and shall remit all amounts due no later than ten calendar days after the close of each calendar month. Each monthly statement shall include:
 - Gross Receipts, commissions, and capital reserve contributions reported separately for each location: Ford Idaho Center (by venue: Arena, Amphitheater, Horse Park), CapEd Student Success Center, and Boise Micron Academic Center
 - Attendance by event, if available
 - a. Sales by point-of-sale location
 - b. Discounts, comps, and voids
 - c. Subcontractor sales and related payments
 - d. Calculation of commission due
 - Capital reserve contribution due

Late payments shall incur a late fee prorated daily at an annual rate of 18%.

- Day-to-day smallwares replacements and repair and maintenance costs under \$2,500 per repair shall be expensed as direct operating costs.
- Describe how menu pricing will be established, submitted to CWI for approval, periodically reviewed, and adjusted over the term of the agreement, including the process for mid-season or event-specific pricing changes.
- Provide monthly financial reports to CWI including, at minimum, gross receipts by category (concessions, catering, bar, campus coffee) and by location, reported separately for each venue (Ford Idaho Center Arena, Ford Idaho Center Amphitheater, Ford Idaho Center Horse Park, CapEd Student Success Center, and Boise Micron Academic Center) together with commission calculations and supporting detail, period-over-period variance by location, and any operational issues or concerns.
- Submit an independent audit of gross receipts and commissions, performed by a reputable accounting firm, no later than 150 days after the end of each agreement year, as a direct operating cost.
- In the event CWI is not satisfied with submitted statements, CWI shall have the right to conduct a special audit. If such audit reveals a deficiency in payments exceeding 1% of the amount owed for any period, the Operator shall pay the deficiency, applicable late fees, and the cost of the audit.
- Collect and promptly disburse all applicable federal, state, and local taxes. The Operator shall maintain all sales tax licenses and operating permits required for foodservice operations.
- No off-site or subcontracted sales are permitted from the facilities unless approved by CWI.

Describe Offeror's approach to financial management, controls, and reporting, including but not limited to, revenue collection, audit readiness, commission calculations, pricing governance, and compliance with accounting, tax, and reporting requirements.

Confirm Offeror's ability to meet or exceed CWI standards for transparency, timeliness, audit, and financial accountability.

8.3.11 Utilities and Facilities Responsibilities

- Utilize prudent energy management in all foodservice operations. The Facility Manager shall pay for the usage of HVAC, electricity, gas, and water service for the Food and Beverage Manager's operation.
- Be responsible for transporting trash and garbage from all foodservice areas to designated dumpster or recycling areas.
- Maintain sewer lines serving foodservice areas. Take all precautionary measures to prevent grease from being discharged into sewers.
- The cost to repair or replace any utility service or lines due to the Operator's negligence shall be the Operator's sole expense and shall not be charged as a direct operating cost.
- CWI shall not be liable for failure to furnish utility services caused by events beyond its reasonable control, including strikes, acts of God, equipment failure, or government action, nor for any consequential economic or property loss arising from such occurrences.
- CWI shall not be responsible for goods, merchandise, or equipment stored at the facilities, nor for damage resulting from power failure, flood, fire, explosion, or similar causes.

Confirm Offeror's ability to meet or exceed all requirements related to energy, sanitation, cost responsibility for damages, and adherence with facility use and liability outlined in this section of the RFP administrative Document.

8.3.12 Transition Plan

- Provide a detailed transition plan from the current food and beverage operating model to the proposed model, addressing all FIC venues and the CWI campus locations.
- Identify transition phases, milestones, staffing requirements, equipment needs, licensing and permit transfers, and CWI decisions required.
- Describe how the Proposer will coordinate with the current provider, CWI, FIC staff, event promoters, and other affected parties to protect continuity of service during transition.
- Describe how the Proposer will protect event operations, financial controls, inventory management, and catering commitments already on the books at the time of transition.
- Provide a proposed transition timeline and a list of information needed from CWI to implement the transition.
- Proposers that are the current Food and Beverage Operator 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.

9. 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 and 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.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and 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 Food and Beverage 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– Contractor – Food and Beverage. 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 delivery of food and beverage services, 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 Facility manager any authority not expressly provided.

Proposer shall supply, at its sole expense, all equipment, tools, materials and/or supplies to accomplish the work performed. 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 Contractor, 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 Contractor, entered into by reason thereof. The Contractor 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 Contractor, 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 Contractor 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 Where College is paying a fee to Contractor, 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, reserves 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.