

COLLEGE OF WESTERN IDAHO REQUEST FOR PROPOSALS

Ford Idaho Center and College of Western Idaho Sponsorship Sales, Activation, and Account Management Services

RFP 07-2026 – Sponsorships Sales, Activation, and Account Management

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

Attached PDF by email:

College of Western Idaho

Attn: RFP 07-2026 – Sponsorship Sales, Activation, and Account Management

Or Email to: thaynepearson@cw.edu

CC: contract@cw.edu

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REQUEST FOR PROPOSALS - Ford Idaho Center and College of Western Idaho Sponsorship Sales, Activation, and Account 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.

As part of the process of integrating the FIC as an institutional asset, CWI is publishing three (3) RFPs related to the FIC to obtain proposals regarding (1) Sponsorship Sales, Activation and Account Management Services, (2) Food and Beverage Services and (3) overall Management Services at the FIC over a long-term period.

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 sponsorship sales are currently operated by Oak View Group (OVG). CWI does not currently sell campus sponsorships. The current agreement is expiring on September 30, 2027. CWI wishes to coordinate sponsorship sales on both FIC and CWI-owned properties outside of FIC and 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 firms to provide sponsorship sales, activation, fulfillment, and account management services for both FIC assets and broader CWI institutional assets, subject to CWI governance, approval rights, brand standards, and mission alignment. The selected Contractor will be responsible for revenue generation, naming rights and entitlement opportunities, sponsor prospecting, go-to-market strategy, sales, activation, account management, renewal, reporting, and CWI approval coordination.

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 delivered via email as 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	10/1/26
Anticipated Transfer of Sales Rights	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 3:00 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.

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 07-2026 – Sponsorship Sales, Activation, and

Account Management” All questions must be submitted on or before Tuesday, June 30, 2026, at 5:00 PM MT. Responses to all questions will be posted on CWI’s website on Thursday, June 18, 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 the exemption from 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.

CWI, to the extent allowed by law and in accordance with these Instructions, will honor a nondisclosure designation. 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	30
Response to Scope of Services, Capital Improvement and Revenue Enhancement and Proposed Approach	30
Fee Structure	30
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/Asset Development
2. Total Projected Revenue

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

The Proposer shall submit a complete financial proposal for sponsorship, advertising, premium inventory, and related revenue-generation services. The financial proposal shall be stated in the form of a monthly service fee, commission rates, and related compensation terms as set forth below.

4.3.1 Compensation Model

The resulting agreement may be structured as one of the following:

1. Monthly service fee only
2. Commission only
3. A combination of monthly service fee and commission

Owner’s preferred structure is a combination of a modest monthly service fee and performance-based commissions tied to actual collected revenue.

4.3.2 Required Pricing Proposal

Each Proposer shall provide the following:

1. Proposed monthly service fee, if any
2. Proposed annual service fee, if any
3. Commission rate on new cash sponsorship revenue actually collected
4. Commission rate on renewal cash sponsorship revenue actually collected
5. Commission rate on advertising sales actually collected
6. Commission rate on premium seating naming rights, hospitality area naming rights, or related inventory actually collected, if included in the scope
7. Commission rate on facility or venue naming rights revenue actually collected

8. Commission rate on in-kind trade sponsorships, if proposed
9. Any proposed tiered commission schedule based on annual revenue volume
10. Any proposed minimum annual sales commitment
11. Any proposed guaranteed minimum annual payment to Owner, if applicable

Proposer shall indicate how expenses will be managed.

Collected Revenue Basis

Commissions shall be calculated only on revenue actually collected by or on behalf of Owner, not merely contracted, invoiced, or booked. No commission shall be deemed earned until the applicable sponsorship, naming rights, advertising, or premium revenue has been received by Owner or deposited into an account controlled by Owner.

Excluded Revenue

Unless expressly approved in writing by Owner, the following shall not be commissionable:

1. Taxes
2. Pass-through production reimbursements
3. Charitable/Philanthropic contributions not tied to sponsorship rights
4. Revenue secured directly by Owner without material involvement by the selected Proposer
5. Existing contracts specifically identified by Owner as excluded
6. Facility naming rights, title sponsorships, or pouring rights, if Owner reserves those rights

Performance Standards

The selected Proposer may propose annual sales targets and a sales plan for review and approval by CWI. CWI reserves the right to incorporate annual performance benchmarks into the final agreement, including targets for:

1. New sponsor acquisition
2. Renewal rates
3. Total cash revenue
4. Category diversification
5. Sell-through of available inventory
6. Sponsor fulfillment and retention

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 (the "Initial Term"), commencing upon the date specified in the fully executed contract. At the sole option of CWI, the Contract may be renewed for one (1) additional term of five (5) years (the "Renewal Term"), subject to satisfactory performance and continued need. In addition, CWI reserves the right, in its sole discretion, to extend the Contract for

a reasonable period beyond the expiration of the Initial Term or any Renewal Term as may be necessary to facilitate the completion of a subsequent competitive solicitation and the orderly transition to a successor contractor (the "Transition Extension"). 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

1. Describe Proposer'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

2. Describe briefly Proposer's knowledge and experience in providing services required in this RFP.
3. 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 Sponsorship Sales and Account Management Proposer 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; general capability statements without demonstrated application to FIC's asset mix, institutional character, and market context will be scored lower. CWI is looking for evidence that the Proposer understands the dual institutional and commercial nature of this engagement, has a credible and specific plan to maximize revenue while protecting CWI's mission and brand, and brings directly relevant experience that informs that plan.

8.1.1 Ford Idaho Center and CWI Description

CWI will provide an inventory of current and future CWI and FIC sponsorship assets available for Proposer to monetize. CWI reserves the right to withhold or withdraw any such assets from the Offeror's scope.

A current sponsorship asset inventory, existing partner agreements, revenue history, and event data for the Ford Idaho Center 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 sponsorship sales, activation, and account management firm to develop and manage a comprehensive, integrated sponsorship program across FIC venue assets and broader CWI institutional assets. CWI's goals are to maximize sponsorship revenue, protect and enhance the CWI and FIC brands, maintain public mission alignment, and build long-term sponsor relationships that serve both commercial and institutional objectives.

CWI recognizes that this engagement is distinct from a typical venue sponsorship program. The Contractor will be selling on behalf of a public community college with brand standards, governance requirements, and mission commitments that must be embedded into every sponsorship relationship. The ability to navigate these institutional realities while delivering commercial results is a core competency CWI is evaluating.

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 managing sponsorship sales on behalf of a public institution, and how you balance revenue maximization with brand protection, mission alignment, and governance requirements.
- Describe your experience selling sponsorships for venues and institutions comparable to FIC and CWI (including arenas, amphitheaters, equine facilities, college campuses, or similar mixed-use or institutional platforms) and why that experience positions you to succeed in this engagement.
- Describe how you would approach the integrated FIC and CWI institutional opportunity, including how you would structure and sequence a go-to-market strategy that captures value from both the venue commercial assets and the broader institutional platform.
- Describe your proposed compensation model and explain how it aligns your financial incentives with CWI's interest in maximizing net new sponsorship revenue while protecting existing partner relationships.
- Describe your experience integrating third-party strategy or valuation work (such as a sponsorship audit or asset valuation report) into your execution approach, including how you would build on existing analysis rather than duplicating it.

8.3 Scope of Work Requested

The Sponsorship Contractor will serve as CWI's exclusive agent for sponsorship sales, activation, fulfillment, and account management across designated FIC venue assets and CWI institutional assets, subject to CWI's approval rights, brand standards, governance requirements, and mission alignment obligations as described throughout this section. The Contractor shall act as an independent contractor at all times; nothing in the agreement shall create a partnership, joint venture, or employment relationship with CWI.

CWI shall retain final approval over all sponsors, sponsor categories, creative materials, activation plans, contract terms, use of CWI and FIC marks, fulfillment commitments, and revenue allocation decisions. The Contractor's role is to originate, develop, and manage sponsorship relationships on CWI's behalf — not to make binding commitments on CWI's behalf without written authorization.

Specific services and responsibilities include, but are not limited to, the following:

8.3.1 Sales Strategy and Revenue Generation

- Develop and maintain a comprehensive go-to-market strategy for the integrated FIC and CWI sponsorship program, including target category identification, prospect development, outreach sequencing, pitch development, pricing approach, and negotiation strategy. The go-to-market strategy shall be submitted to CWI for approval and updated annually.
- Develop and maintain a sponsorship asset inventory, valuation model, and rate card for all eligible FIC and CWI assets, building on any existing inventory or valuation work previously completed. The asset inventory and rate card shall be owned by CWI and updated at least annually.
- Develop sales collateral, sponsorship decks, category packages, and activation proposals consistent with CWI and FIC brand standards, subject to CWI approval prior to external use.
- Conduct proactive outreach to prospective sponsors across target categories, including national, regional, and local brands with strategic alignment to FIC events, CWI's student and community audiences, and the Treasure Valley market.
- Lead sponsor negotiations on CWI's behalf, with all material terms (including revenue commitment, contract duration, exclusivity, activation rights, use of marks, and fulfillment obligations) subject to CWI written approval before execution.
- Provide revenue forecasting, pipeline reporting, and deal tracking on a monthly basis, in a format approved by CWI.
- For this RFP response, provide a preliminary go-to-market strategy and examples of relevant sales materials, strategy frameworks, or case studies from comparable engagements.

Provide a clear, concise approach to driving sponsorship revenue for FIC and CWI, including their strategy for market targeting, asset valuation, sales materials, outreach, and negotiation. Responses should also outline how they will manage forecasting and reporting, and include a brief preliminary strategy along with examples or case studies demonstrating relevant experience.

8.3.2 Naming Rights, Entitlements, and Asset Categories

The Contractor shall be responsible for identifying, valuing, packaging, and selling sponsorship opportunities across the full range of eligible CWI and FIC assets. Asset categories include, but are not limited to:

FIC Venue Assets:

- Arena naming rights and entitlements
- Amphitheater naming rights and entitlements
- Horse park and equine facility naming rights and entitlements
- Premium spaces, suites, and club areas
- Gates, plazas, and concourse areas
- Parking areas
- Event series naming and presenting sponsorships
- Digital assets, including scoreboards, video boards, digital signage, and website and social media integrations
- Pouring rights and product category exclusivities
- Other approved venue assets

CWI Institutional Assets:

- Campus building and facility naming rights and entitlements
- Academic program sponsorships and partnerships
- Joint workforce development and enrichment programs
- Student, faculty, staff, and alumni benefit programs
- On-campus landmarks, activations, and partner integrations
- CWI-branded events, ceremonies, and community programs
- Other approved institutional assets

The Proposer shall clearly distinguish between FIC commercial assets and CWI institutional assets in all proposals, contracts, and reporting, and shall follow the governance and approval protocols established for each category as described in Section 8.3.5.

Proposers must acknowledge the ability to identify, value, package, and sell sponsorship opportunities across the full range of FIC and CWI asset categories listed above.

Describe Proposers' experience in structuring naming rights, entitlements, and complex asset portfolios, and how they will differentiate between FIC commercial assets and CWI institutional assets while adhering to required governance and approval protocols.

8.3.3 Activation, Fulfillment, and Proof of Performance

- Develop and manage activation plans for all active sponsorships, coordinating with FIC operations, CWI marketing, event promoters, and sponsors to ensure all contracted deliverables are executed on time and to standard.
- Acknowledge that CWI reserves the right to require approval for all activation plans, creative materials, sponsor signage, digital content, and event integrations prior to execution.

- Coordinate fulfillment of all physical and digital deliverables, including signage installation, event-day activations, digital placements, and co-branded materials.
- Maintain a fulfillment tracking system and provide CWI with proof of performance documentation for each sponsor on an agreed schedule.
- Manage sponsor communications regarding activation logistics, event schedules, annual recaps, and deliverable timelines.
- Identify and escalate any fulfillment gaps, conflicts, or issues to CWI promptly, with recommended resolution plans.

Proposers approach to managing sponsorship activation and fulfillment, including coordination, execution, and quality control of all deliverables. Describe how Proposer will ensure timely implementation, maintain accurate tracking and proof of performance, manage sponsor communications, and proactively resolve any issues. Include how alignment and approval with CWI will be maintained throughout the process.

8.3.4 Account Management, Renewal, and Upsell

- Provide dedicated account management for all active sponsors, serving as the primary day-to-day relationship contact on CWI's behalf.
- Conduct partner onboarding for all new sponsors, ensuring smooth activation launch, clear deliverable expectations, and early relationship investment.
- Develop and execute renewal plans for all active sponsor agreements, initiating renewal conversations no later than six months prior to contract expiration.
- Identify and pursue upsell and expansion opportunities with existing partners, in coordination with CWI, where incremental revenue and enhanced activation can be structured to benefit both parties.
- Conduct annual business reviews with all significant sponsors, presenting performance data, activation outcomes, audience metrics, and renewal or expansion proposals.
- Monitor and proactively address sponsor satisfaction, escalating any relationship issues to CWI promptly.

Describe Proposer's structured approach to sponsor account management, including onboarding, relationship oversight, and long-term partnership growth. Outline how Proposer will drive timely renewals, identify upsell opportunities, deliver performance reporting through regular reviews, and proactively manage sponsor satisfaction in coordination with CWI.

8.3.5 Governance, Brand Protection, and CWI Approval Rights

CWI shall retain final authority over all aspects of the sponsorship program that affect CWI's brand, mission, legal obligations, or institutional relationships. The Contractor shall operate within the following governance framework at all times:

- Submit an annual plan for proposed sponsor relationships, category exclusivities, and contract terms to CWI for written approval.
- Adhere to CWI's brand standards in all sales collateral, activation materials, co-branded content, and external communications. All external-facing materials must be approved by CWI prior to use.
- Apply and enforce CWI's prohibited and sensitive sponsor category policies. Categories that are potentially prohibited or require heightened review could include adult entertainment, political campaigns, payday lending, tobacco and vaping, and categories otherwise inconsistent with CWI's public mission. CWI may expand or adjust this list during negotiations and over the contract term.

- Manage category conflict and exclusivity obligations across the full sponsor portfolio, ensuring no new relationship creates a conflict with an existing sponsor's exclusivity rights without CWI's written consent.
- Maintain confidentiality of all CWI and FIC data, sponsor contracts, financial information, and proprietary materials. All work product, data, and deliverables produced under this agreement shall be owned by CWI.
- Protect CWI's long-term partner relationships, public reputation, and institutional priorities in all negotiations and communications, recognizing that CWI's relationship with its community is a long-term asset that must not be compromised for short-term revenue.

Describe Proposer approach to managing sponsor portfolio compliance and brand integrity, including how they will plan annual sponsorship strategies, adhere to CWI brand standards, and enforce category restrictions and exclusivity requirements.

Describe Proposers' process to protect confidential information, manage conflicts, and ensure all partnerships align with CWI's long-term reputation and institutional priorities.

8.3.6 CWI Institutional Sponsorship and Coordination with Advancement

The integration of CWI institutional assets into this sponsorship program requires particular care given the intersection of commercial sponsorship and academic or philanthropic relationships. The Contractor shall:

- Conduct a comprehensive review of CWI institutional assets (including campus facilities, academic programs, workforce development initiatives, and community engagement platforms) and develop recommendations for which assets are appropriate for commercial sponsorship and which should remain outside the commercial sponsorship program.
- Develop a governance model for cross-campus sponsorship approvals, in coordination with CWI leadership, that clearly delineates decision rights, approval thresholds, and escalation paths for institutional asset sponsorships.
- Coordinate with CWI's advancement and development functions to ensure that commercial sponsorship outreach does not conflict with active philanthropic solicitations or donor relationships. The Contractor shall establish a prospect coordination protocol with CWI prior to initiating outreach to any entity that may also be a current or prospective donor.
- Where a sponsor relationship includes both a commercial sponsorship component and a philanthropic or advancement contribution, the parties shall mutually agree in writing on the allocation between sponsorship revenue and fundraising contribution prior to execution, and compensation shall be calculated accordingly.
- Describe your proposed approach to this coordination challenge as part of your proposal response, including how you have navigated similar intersections in prior engagements.

Outline Proposers' approach to integrating CWI institutional assets into the sponsorship program while respecting the boundaries between commercial, academic, and philanthropic activities.

Describe how they will evaluate appropriate assets, establish clear governance and approval processes, coordinate with fundraising to avoid conflicts, and manage hybrid sponsorship/philanthropic relationships. Include examples of how similar coordination challenges have been successfully addressed.

8.3.7 Reporting, Data, and Performance Management

- Provide quarterly written reports to CWI in a format approved by CWI, including pipeline status, new deals executed, revenue recognized, fulfillment updates, commission due for the month, account management activity, and issues or risks.

- Maintain a pipeline tracking system accessible to CWI, providing visibility into prospect status, deal stage, projected close dates, and revenue forecasts.
- Provide CWI with full access to all underlying data, reports, dashboards, work papers, and other information generated in connection with this contract, including sponsor contact data, contract terms, activation records, and performance metrics. This access shall survive termination of the agreement.
- Support CWI audit rights, including access to relevant books, records, transaction data, commission calculations, and supporting documentation at any time during the agreement term.
- Participate in annual strategic planning and performance review meetings with CWI and FIC leadership, presenting accomplishments, risks, renewal pipeline, and priorities for the following year.
- Provide an annual performance summary no later than 60 days following the end of each agreement year, including total revenue generated, commissions earned, sponsor satisfaction feedback, fulfillment completion rates, and recommendations for the following year.
- Comply with CWI brand standards, public records requirements, confidentiality requirements, data security requirements, and all applicable federal, state, and local laws.

Describe a clear and transparent approach to reporting and performance management, including tracking of pipeline activity, revenue, and fulfillment progress. Responses should outline systems for data access and visibility, support for audit requirements, and delivery of regular reports and annual summaries.

Explain how Proposer will participate in strategic planning and ensure compliance with CWI standards, data security, and applicable regulations.

8.3.8 Treatment of Existing Sponsorship Revenue

- Existing sponsorship revenue (meaning revenue from partners under contract at the time the new agreement commences) shall be excluded from the Contractor's commission calculation unless the partner is renewed, expanded, or materially enhanced through the Contractor's direct efforts and with CWI's written approval.

Describe your proposed approach to the transition of existing partner relationships, including how you would assume account management responsibilities, conduct a contract and fulfillment review, and communicate the transition to existing partners without disruption.

Describe your proposed treatment of existing revenue for commission purposes, including your definition of "renewal," "expansion," and "material enhancement," and how incremental revenue from an upsell would be distinguished from base renewal revenue for commission calculation purposes.

8.3.9 Transition Plan

- Provide a detailed transition plan from the current sponsorship operating model to the proposed model, addressing partner communications, inventory validation, contract review, fulfillment continuity, and sales pipeline management.
- Identify transition phases, milestones, staffing requirements, data migration needs, system access requirements, and CWI decisions required.
- Describe how the Proposer will coordinate with the current provider, CWI, FIC staff, and existing sponsors to protect continuity of service, fulfillment obligations, and partner relationships during transition.
- Describe how the Proposer will manage any in-flight renewals, active activations, or pending deals during the transition period.
- Provide a proposed transition timeline and a list of information and access needed from CWI to implement the transition.
- Proposers that currently provide sponsorship services to CWI or FIC should, in lieu of a transition plan, provide a continuity and improvement plan describing how they will maintain uninterrupted service, address any gaps in the current program, 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

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 Proposer or in the proposed transaction. Contractor 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. Contractor 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 Contractor (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 Contractor 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 Sponsorship Sales, Activation, and Account 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

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.

Compliance with State and Federal Law

Acceptance of this agreement binds the Proposer to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, , 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.

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 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. Contractor certifies, pursuant to Section 67-2346, Idaho Code, that Contractor, 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. Contractor certifies, pursuant to Section 67-2359, Idaho Code, that Contractor, 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. Contractor certifies, pursuant to Section 67-2347A, Idaho Code, that Contractor, 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 Contractor 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

Contractor and its employees agree to maintain the confidentiality of any sensitive or personal data relating to the College. Contractor and its employees may be privy to financial, personnel or other information that the College regards as proprietary or confidential. The Contractor 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 Contractor to perform the services of this RFP and is relying upon the Contractor's reputation for excellence in the performance of the services required hereunder. The Contractor shall be responsible for the professional quality and technical accuracy of their advice and other services furnished by them. The Contractor 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 Contractor 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 or partnership between the parties hereto or an employee/employer relationship. Parties shall act as independent contractors pursuant to this agreement. Neither party hereto shall have any express or implied 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.

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, 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 Contractor'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. Invoices will be submitted separately to the College on a basis pursuant to the terms of the final contract 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 Contractor’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. Contractor 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

Contractor shall provide evidence of insurance coverage as set out in this Appendix C. 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 Contractor or its agents while performing under the terms of this contract.

Before the start of the contract, the Contractor shall provide evidence of such coverage as set out in this Appendix C. 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 Contractor 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 Contractor 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 Contractor agrees to hold the College harmless from any liability, including additional premium due because of the Contractor'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.