



**College of Western Idaho (CWI)**

**Invitation to Bid (ITB) 01-2026**

**White Water Campus Furniture, Fixtures, and Equipment (FF&E)**

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## 1 INTRODUCTION

The College of Western Idaho (CWI) is a public, open-access and comprehensive community college, providing higher education programs to residents of Western Idaho, with facilities currently located in Nampa and Boise, Idaho. CWI is committed to providing affordable access to quality teaching and learning. The College offers a full range of academic and professional-technical courses leading to an Associate of Arts or Science degree, transfer degrees, professional-technical degrees, continuing education, and certificates. It also offers basic academic skills to help prepare for a GED, dual credit for high school students, and fast-track career training for working professionals.

## 2 INQUIRIES

Questions or other correspondence must be submitted in writing to the ITB Lead listed below. **QUESTIONS MUST BE RECEIVED BY 5:00 P.M. Mountain Time.** Written questions must be submitted using **Attachment 1, Bidder Questions**. Official answers to all written questions will be posted on IPRO as an amendment to this ITB.

Procurement Manager: Thayne Pearson

Phone: 208-562-2206

E-mail: [thaynepearson@cw.edu](mailto:thaynepearson@cw.edu)

Any questions regarding the CWI Standard Contract Terms and Conditions found at (Appendix B – Sample Contract) must also be submitted in writing, using **Attachment 1, Bidder Questions**, by the deadline identified on the CWI Procurement website ([Procurement - Contracts & Purchasing](#)). Questions regarding these requirements must contain the following:

1. The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency).
2. Recommended verbiage for CWI's consideration that is consistent in content, context, and form with CWI's requirement that is being questioned.
3. Explanation of how CWI's acceptance of the recommended verbiage is fair and equitable to both CWI and to the party submitting the question.

## 3 PURPOSE

The College of Western Idaho (CWI) is requesting Bids from qualified Vendors for the purchase of furniture, fixtures, and equipment (FF&E) consulting and installation services to support ongoing campus facility needs, including space assessment, product specification, procurement coordination, delivery, installation, and post-installation support across multiple campus locations in accordance with the specifications provided on Attachment 3 Scope of Service and Requirements.

## 4 SPECIFICATIONS

CWI does not have any exclusions for Sole Source procurement under this solicitation. Detailed specifications and scope of work requirements are provided in Attachment 3.

## 5 QUANTITY

Quantities will be determined following the awarded vendor's facility assessment and coordination with the project team at the College of Western Idaho. No minimum or maximum quantity of items is guaranteed under the term of this contract.

## 6 COST

Provide your fully burdened Total Project Cost for the Fee Structure (**Attachment 2**).

All FF&E (Furniture, Fixtures, and Equipment) will be procured within the budget established by the College of Western Idaho to ensure campus spaces are appropriately furnished. The budget will be provided upon contract award and at the commencement of the project. All procurement activities must remain within the approved budget.

## 7 INVOICING

Only invoices will be considered acceptable for payment processing. The College will not process payments for any documents submitted in the form of quotes, statements, or similar non-invoice documents, and such submissions will be returned to the Contractor. Each invoice must include a clear and detailed description of the items delivered or services rendered.

## 8 SUBMISSION REQUIREMENTS

### 8.1 Required Bid Submission Items

Your Bid Submission must consist of the following:

8.1.1 **Fee Structure - Provide** your cost information on Attachment 2, Fee Structure, below. Do not submit your Bid on any other form. Submitting your Bid on a form different than the Bid Schedule may cause your Bid to be rejected as non-responsive.

8.1.2 List other required response items – Appendix A Signature Sheet, Appendix D Conflict of Interest/Debarment, Proposed Furniture Plan, Section 6.6-6.8 Warranty Information

### 8.2 Bid Submission Methods

Bids may be submitted electronically via Email or manually in a sealed envelope/package. Your Bid must be received at the CWI by the date and time specified in Section 8.2.2. The official time, for bid closing purposes, is the CWI time clock.

#### 8.2.1 Manual Submission

Manual Submission (via U.S. Mail, courier or hand-delivery) shall be in a single sealed envelope with a tracking number and all Required Bid Submission Items. The label on the envelope must be addressed as follows:

College of Western Idaho  
Attn: ITB 01 – 2026 White Water Campus Furniture, Fixtures, and Equipment (FF&E)  
c/o Thayne Pearson, Procurement Manager  
6056 Birch Lane, Nampa, ID 83687

All Bid submissions must include one (1) set in hard copy format and one (1) electronic copy on a USB Flash Drive. Or, as a PDF attachment to an email.

Once sealed bids are received, no other communication with CWI should occur. Any other communication will be considered unofficial and non-binding on CWI.

### 8.2.2 Schedule of Events

|   |                                  |
|---|----------------------------------|
| Invitation to Bid Issued and Advertised | June 17, 2026, and June 24, 2026 |
| Question Period Ends                    | June 26, 2026, at 5:00pm MT      |
| Questions and Answers Posted            | June 30, 2026                    |
| Bids Due                                | July 8, 2026, at 5:00pm MT       |
| Bid Opening                             | July 9, 2026, at 9:00am MT       |

### 8.3 Bid Opening

All Bids received by the time and due date will be publicly opened by representatives of CWI on July 9, 2026, at 5 PM 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 Bidders will be shared. The opening document with the names of the Bidders will be shared publicly on CWI’s website.

### 8.4 Errors in Bids

CWI will not be liable for any errors in Bids. Modifications to Bids will not be accepted after the deadline.

### 8.5 Withdrawing Bids

Bidders may withdraw a Bid at any time prior to the deadline by submitting an email to [thaynepearson@cw.edu](mailto:thaynepearson@cw.edu) sent by an authorized representative of the Bidder. After withdrawing a Bid, the Bidder may submit another Bid at any time prior to the Bid due date.

### 8.6 Limitations

The College will not be obligated in any way by any Bidder’s response to this ITB. Selection of a Bid and the accompanying award of a contract are to be based on evaluation criteria established in this ITB and described in the Evaluation and Award Section. The selection is at the sole discretion of the College.

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

- 8.6.1 Request additional information and data from any or all Bidders.
- 8.6.2 Supplement, amend, or otherwise modify the ITB or cancel this request with or without the substitution of another ITB.
- 8.6.3 Disqualify any Bidder who fails to provide information or data requested herein or who provides inaccurate or misleading information or data.
- 8.6.4 Disqualify any Bidder on the basis of any real or apparent conflict of interest.
- 8.6.5 Disqualify any Bidder on the basis of past performance on other projects.
- 8.6.6 College may negotiate with any Bidder to this ITB and shall have the sole discretion to choose the best combination of qualifications and price for the project and services described in this ITB.
- 8.6.7 College shall have the sole discretion to select one or none of the Bidders to provide the services, or portions thereof, as described in this ITB.

### 8.7 Public Records

Pursuant to Idaho Code section 74-101 et seq., information or documents received by CWI in a Bid from a Bidder may be open to public inspection and copying following the announcement of a contract award, unless exempt from disclosure. If a Bid contains any information that is considered exempt under Idaho Code 74-101 et seq., such information must be clearly marked with the following clause:

“This information is exempt under the Idaho Public Records Act”

Bidder must also provide the applicable Idaho code supporting the exemptions. College assumes no liability for disclosure of proprietary material submitted by a Bidder. Bidders agree to defend and hold CWI harmless from and against any disputes arising from their designation of information as exempt and to indemnify CWI for any costs, attorney fees, and penalties incurred by CWI related to any such dispute. Variation of this term is not offered.

A Bidder shall not label an entire document as “exempt” merely because a portion of that document is or may be a trade secret. If a Bid is marked as “exempt” in its entirety, it will be considered public record in its entirety, and will be disclosed, if requested.

### **8.8 Trade Secrets**

If your Bid contains trade secret information which you have identified, you must also submit a redacted copy of the Bid with all trade secret information removed or blacked out; as well as a separate document containing a complete list of all trade secret information which was removed or blacked out in the redacted copy.

## **9 AWARD**

Award will be made to the responsive responsible Bidder with the lowest Total Cost, as provided on the Bid Schedule.

## **10 SUBCONTRACTORS**

Unless otherwise allowed by the College in this Contract, Contractor shall not, without written approval from the College, enter into any subcontract relating to the performance of this Contract or any part thereof. Approval by the College of Contractor’s request to subcontract or acceptance of or payment for subcontracted work by the College shall not in any way relieve the Contractor of any obligation under this Contract. The Contractor shall be and remain liable for all damages to the College caused by negligent performance or non-performance of work under the Contract by Contractor’s subcontractor or its sub-subcontractor. Except where the College has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its subcontractors under this Contract to purchase and maintain the insurance coverage set forth in the Contract for the Contractor in connection with the performance of work by the approved subcontractor.

## **11 PRICE ADJUSTMENT CLAUSE**

The total cost submitted in this ITB shall be a firm, fixed price and shall not be subject to adjustment for the first one (1) year from the effective date of this agreement.

Price adjustments will only be permitted upon written request by the Contractor, reflecting changes in costs of materials, labor, or other direct factors impacting the pricing of the services/products provided under this agreement. The adjustment request shall be made no later than thirty (30) days prior to the renewal date of the agreement.

**12 RECORDS MAINTENANCE**

Contractor shall maintain or supervise the maintenance of all records necessary to properly account for all payments made to the Contractor pursuant to the Contract. These records shall be retained by the Contractor for at least three (3) years after the Contract terminates, or until all audits initiated within the three (3) years have been completed, whichever is later.

**13 AUDIT RIGHTS**

The Contractor agrees to allow State and Federal auditors and CWI purchasing staff access to all the records relating to this Contract, for audit, inspection, and monitoring of services or performance. Such access will be during normal business hours or by appointment.

**ATTACHMENT 1-BIDDER QUESTIONS**  
**ITB 01 – 2026 WHITE WATER CAMPUS FURNITURE, FIXTURES, AND EQUIPMENT (FF&E)**

The following instructions must be followed when submitting questions using the question format on the following page.

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the ITB section number that the question is for in the “ITB Section” field (column 2). If the question is a general question not related to a specific ITB section, enter “General” in column 2. If the question is in regards to a Term or Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (example “Attachment A”) in the “ITB Section” (column 2), and the attachment page number in the “ITB page” field (column 3).
3. Do not enter text in the “Response” field (column 5). This is for the State’s use only.
4. Once completed, this form is to be e-mailed per the instructions in the ITB. The e-mail subject line is to state the ITB number followed by “Questions.”

ITB 01 – 2026 White Water Campus Furniture, Fixtures, and Equipment (FF&E)

|    | ITB Section | ITB Page | Question | Response |
|----|-------------|----------|----------|----------|
| 1  |             |          |          |          |
| 2  |             |          |          |          |
| 3  |             |          |          |          |
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| 23 |             |          |          |          |

## ATTACHMENT 2-BID SCHEDULE

ITB 01 – 2026 White Water Campus Furniture, Fixtures, and Equipment (FF&E)

This completed Bid Schedule must be submitted with your response.

*All FF&E (Furniture, Fixtures, and Equipment) will be procured within the budget established by the College of Western Idaho to ensure campus spaces are appropriately furnished. The budget will be provided upon contract award and at the commencement of the project. All procurement activities must remain within the approved budget.*

| Item Number | Item Description                    | Cost |
|-------------|-------------------------------------|------|
| 1           | Needs Assessment and Space Planning |      |
|             | <b>Total Cost</b>                   |      |

Company Name of Bidder: \_\_\_\_\_

Contact Name/Phone: \_\_\_\_\_

Contact E-mail: \_\_\_\_\_

# ATTACHMENT 3 – SCOPE OF SERVICE AND REQUIREMENTS

ITB 01 – 2026 White Water Campus Furniture, Fixtures, and Equipment (FF&E)

## OVERVIEW

The College of Western Idaho is seeking qualified vendors to provide comprehensive furniture, fixtures, and equipment consultation and installation services in support of ongoing campus facility needs. This engagement encompasses the full lifecycle of FF&E project delivery, from initial space assessment and product specification through procurement coordination, delivery logistics, installation, and post-installation follow-up. The College of Western Idaho serves a diverse student and staff population across multiple campus environments, and the successful vendor must demonstrate the capacity to align product recommendations and installation practices with the functional, aesthetic, and budgetary expectations of an active higher education institution.

## ASSESSMENT AND PLANNING SCOPE OF SERVICES

### 1. NEEDS ASSESSMENT AND SPACE PLANNING CONSULTATION

The vendor shall conduct thorough on-site assessments of designated spaces to evaluate existing conditions, spatial dimensions, traffic flow patterns, and functional requirements. Services shall include:

- 1.1. Meeting with department representatives, facilities staff, and project stakeholders to document space use requirements, occupant needs, and operational priorities
- 1.2. Reviewing existing floor plans and, where applicable, generating updated space layouts using professional drawing tools
- 1.3. Identifying Americans with Disabilities Act (ADA) compliance requirements and applicable building code considerations relevant to furniture and fixture placement
- 1.4. Evaluating lighting, electrical, and data infrastructure as it relates to FF&E placement and functionality
- 1.5. Presenting multiple layout concepts with corresponding FF&E recommendations tailored to each unique space type, including classrooms, offices, common areas, lounges, laboratories, and conference rooms

### 2. PRODUCT SPECIFICATION AND SELECTION

Following the assessment phase, the vendor shall develop detailed product specifications that reflect the College of Western Idaho priorities for durability, ergonomics, sustainability, and long-term value. This process shall include:

- 2.1. Providing product samples, finish samples, and catalog references for all proposed items prior to finalization
- 2.2. Recommending furniture and fixture solutions that support collaborative learning, flexible classroom configurations, and administrative efficiency
- 2.3. Ensuring that all specified products meet applicable American National Standards Institute (ANSI), Business and Institutional Furniture Manufacturer's Association (BIFMA), or equivalent standards for commercial higher education use
- 2.4. Documenting warranty terms, lead times, and manufacturer support for all recommended items
- 2.5. Coordinating with the College of Western Idaho's project and facilities teams to confirm product selections align with budget parameters and institutional purchasing requirements

### 3. PROJECT COORDINATION AND PROCUREMENT SUPPORT

The vendor shall serve as a primary point of coordination between the College of Western Idaho and the supply chain from order placement through final delivery and installation. Responsibilities shall include:

- 3.1. Preparing detailed purchase order documentation and itemized product lists for review and approval
- 3.2. Tracking order status and communicating proactive updates regarding lead times, shipping delays, or product substitutions
- 3.3. Coordinating delivery schedules with campus facilities staff to minimize disruption to ongoing academic and administrative operations
- 3.4. Ensuring all freight, staging, and storage logistics are managed in alignment with campus access requirements and safety protocols
- 3.5. Maintaining organized project records, including product submittals, order confirmations, and delivery receipts

## **FURNITURE, FIXTURES, AND EQUIPMENT REQUIREMENTS**

### **1. FACILITY DESCRIPTION**

The White Water Building is the newest campus facility for the College of Western Idaho. The building contains a variety of space types designed to serve students, faculty, staff, and administrative personnel. These spaces include but may not be limited to:

- 1.1. Classrooms and lecture areas
- 1.2. Faculty and staff offices
- 1.3. Open collaborative and lounge areas
- 1.4. Conference and meeting rooms
- 1.5. Student study and gathering spaces
- 1.6. Reception and lobby areas
- 1.7. Break rooms and informal gathering spaces
- 1.8. Storage and utility areas

The FF&E scope encompasses all primary and supplementary furnishings and equipment required to make each space fully functional upon project completion.

### **2. FURNITURE REQUIREMENTS**

The College of Western Idaho requires a comprehensive range of furniture items that are durable, ergonomic, and appropriate for a higher education environment. Furniture must be specified to support a variety of learning and working styles consistent with modern educational practices.

- 2.1. Classroom and Instructional Spaces
  - 2.1.1. Tablet armchairs and stackable or nesting student chairs with appropriately scaled writing surfaces
  - 2.1.2. Fixed-height and height-adjustable student tables designed to support individual and group configurations
  - 2.1.3. Instructor workstations with integrated cable management, surface space for technology equipment, and storage
  - 2.1.4. Lecterns or podiums with power and data access provisions
  - 2.1.5. Mobile whiteboards and markerboard surfaces
  - 2.1.6. Presentation and display support furniture

## 2.2. Office and Administrative Spaces

- 2.2.1. Private office desks with return units and work surface extensions where applicable
- 2.2.2. Ergonomic task seating with adjustable lumbar support, seat height, and armrests
- 2.2.3. Lateral and vertical file cabinets with locking capability
- 2.2.4. Overhead storage cabinets, bookshelves, and credenzas
- 2.2.5. Guest or side chairs for visitor seating within offices
- 2.2.6. Small conference tables for in-office meetings

## 2.3. Conference and Meeting Rooms

- 2.3.1. Conference tables in sizes appropriate to each room's capacity, with integrated power and data modules
- 2.3.2. Executive or mid-back conference chairs with ergonomic adjustability
- 2.3.3. Credenzas for storage and technology equipment support
- 2.3.4. Mobile display and presentation furniture
- 2.3.5. Collaborative and Lounge Areas
- 2.3.6. Soft seating including lounge chairs, settees, and modular seating components
- 2.3.7. Coffee tables, side tables, and occasional tables
- 2.3.8. High-top tables with bar-height stools or chairs for informal collaboration
- 2.3.9. Mobile and reconfigurable seating and table solutions to support flexible space use
- 2.3.10. Acoustic seating or privacy screens integrated into collaborative furnishings where specified

## 2.4. Reception and Lobby Areas

- 2.4.1. Reception desks or stations with transaction surfaces and secured staff work areas
- 2.4.2. Guest seating appropriate for a professional academic reception environment
- 2.4.3. Accent tables, display surfaces, and wayfinding support furniture

## 2.5. Break Rooms and Informal Spaces

- 2.5.1. Cafe-style tables and chairs
- 2.5.2. Counter-height seating and bar stools
- 2.5.3. Storage furniture appropriate for a shared break room environment

## 3. FIXTURES REQUIREMENTS

Fixtures to be provided under this solicitation include items that are semi-permanently or permanently installed. These may include but are not limited to:

- 3.1. Wall-mounted shelving units and storage systems
- 3.2. Wayfinding and signage support fixtures
- 3.3. Bulletin and display boards including tack surfaces, markerboards, and combination units
- 3.4. Window treatments such as blinds, shades, or similar light control products consistent with building design specifications
- 3.5. Coat hooks, storage hooks, and accessory mounting systems
- 3.6. Power and data access panels integrated into furniture or wall-mounted configurations

#### 4. EQUIPMENT REQUIREMENTS

Equipment items that support the day-to-day operational and instructional functions. Equipment under this scope includes non-technology general-use items as well as instructional support tools. These may include but are not limited to:

- 4.1. Freestanding and mobile projector stands and display carts
- 4.2. Audiovisual equipment carts and technology support furniture
- 4.3. Mobile storage carts and utility carts for instructional materials
- 4.4. Trash and recycling receptacles in sizes and configurations appropriate to each space type
- 4.5. Coat racks and umbrella stands for lobby and entry areas
- 4.6. Mobile lecterns and podiums with power integration
- 4.7. Industrial shelving units for storage rooms
- 4.8. Step stools and library-style step ladders where applicable
- 4.9. Whiteboards and markerboards on mobile frames

#### 5. DELIVERY AND INSTALLATION

The vendor shall be responsible for all aspects of delivery and installation associated with the FF&E scope. These may include but are not limited to:

- 5.1. Coordinating delivery schedules in advance with the College of Western Idaho designated project manager and facilities staff.
- 5.2. Providing a detailed delivery and installation timeline that aligns with the overall construction and occupancy schedule.
- 5.3. Staging, assembling, and installing all furniture, fixtures, and equipment in designated locations as directed by the College of Western Idaho project team and approved floor plans.
- 5.4. Ensuring all items are installed level, plumb, square, and in proper working order prior to project closeout.
- 5.5. Removing and disposing of all packaging materials, cardboard, foam, pallets, and debris from the project site in a timely manner following each delivery.
- 5.6. Protecting installed items and existing building finishes during the installation process.
- 5.7. Coordinating with other trades and contractors on site to avoid conflicts and minimize disruption.
- 5.8. The Contractor shall be responsible for all furniture from the time it is removed from its point of origin until final delivery and acceptance by CWI. The Contractor must maintain adequate insurance coverage for loss, theft, or damage during packing, handling, transportation, storage, and delivery, and shall, at no additional cost to CWI, repair or replace any furniture that is lost, damaged, or destroyed while under the Contractor's care, custody, or control.

#### 6. PRODUCT STANDARDS AND REQUIREMENTS

All FF&E items provided under this solicitation must meet the following minimum standards:

- 6.1. Products must comply with all applicable federal, state, and local codes, standards, and regulations including fire safety and Americans with Disabilities Act (ADA) accessibility requirements.

- 6.2. Seating products must meet or exceed American National Standards Institute (ANSI) and Business and Institutional Furniture Manufacturer's Association (BIFMA) performance and durability standards as applicable.
- 6.3. All materials must be free of restricted substances and meet applicable low-emission standards consistent with healthy building environments.
- 6.4. Products must be appropriate for a high-traffic, institutional higher education setting and rated for commercial use.
- 6.5. Finishes, colors, and materials must be selected in coordination with and approved by the College of Western Idaho to ensure design consistency.
- 6.6. The Bidder shall provide a comprehensive warranty for all Furniture, Fixtures, and Equipment (FF&E) items supplied under this Invitation to Bid (ITB). The required warranty period shall be ten (10) years, commencing from the date of final acceptance by CWI.
- 6.7. The warranty shall, at a minimum, cover defects in materials, workmanship, and performance, and shall include repair or replacement of any defective item at no additional cost to CWI during the warranty period.
- 6.8. Bidders shall clearly identify and include documentation of the proposed warranty terms in their submission. Any exceptions, limitations, or deviations from the required ten (10) year warranty must be submitted in writing. CWI reserves the right, in its sole discretion, to accept or reject these deviations.

## 7. PROJECT COORDINATION

The vendor shall designate a single point of contact who will serve as the primary liaison to the College of Western Idaho for all matters related to the FF&E project. This individual shall:

- 7.1. Attend coordination meetings with the College of Western Idaho, ID's project team as required throughout the procurement, delivery, and installation process.
- 7.2. Maintain and provide updated delivery and installation schedules upon request.
- 7.3. Respond to inquiries from the College of Western Idaho, ID, within one business day.
- 7.4. Provide written documentation of any substitutions, back-orders, or product changes for approval by the College of Western Idaho, ID, prior to proceeding.
- 7.5. Submit complete product documentation including cut sheets, finish samples, and installation instructions for all specified items.

## 8. CLOSEOUT REQUIREMENTS

Upon completion of installation, the vendor shall provide the College of Western Idaho with a complete project closeout package that includes:

- 8.1. A final itemized inventory of all FF&E delivered and installed within the facilities, organized by room or space.
- 8.2. Copies of all applicable product warranties and manufacturer contact information.
- 8.3. Care and maintenance instructions for all furniture, fixture, and equipment items.
- 8.4. Documentation of any items that were substituted from the original specification, including manufacturer approval, where required.
- 8.5. A punch list response plan addressing any damage, missing, or incorrect items identified during the final walkthrough with the project team.



## APPENDIX A SIGNATURE BLOCK

### Signature Block

Please return this page with each copy of your submittal.

The undersigned, an authorized agent of his/her company, hereby certifies:

- ( ) They have reviewed and understands all terms, conditions, and specifications herein stated.
- ( ) Bidder has reviewed and understands section 8.7 Public Records.
- ( ) The Bidder is qualified to perform work and services as included.
- ( ) The pricing contained in the Bid is valid for 120 days from submittal.
- ( ) Bidder has reviewed and accepts the CWI Contract Terms in Appendix B

---

Signature

---

Name and Title

---

Company Name

---

Address, City, State, Zip Code

---

Phone Number and Email

---

Federal Tax ID Number

---

Date of Submission

## APPENDIX B : SAMPLE CONTRACT

### 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 College for Student Recruitment 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 Invitation to Bid 01 – 2026 White Water Campus Furniture, Fixtures, and Equipment (FF&E). The ITB and its Appendices and any amendments, and the Responding Bid submitted by the successful Bidder will be incorporated into and become the contract. The following terms and conditions will be incorporated. By submitting an offer the Bidder warrants they have reviewed these terms and conditions and by them upon any acceptance of a Bid by the College of Western Idaho:

##### 1. Governing Law/Jurisdiction

The contract resulting from this ITB 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

Bidder 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:

Bidder'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 Bidder 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 Bidder 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 Bidder 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 Bidder is provided access to individual student information, or to a system that contains individual student information, the Bidder 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.

Bidder certifies they are 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 in accordance with I.C. § 67-2359.

Certification Concerning Boycott of Israel. Pursuant to Idaho Code 67-2346, if payments under this Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it 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 are defined in Idaho Code 67-2346.

**3. Confidential Information**

Bidder and its employees agree to maintain the confidentiality of any sensitive or personal data relating to the College. Bidder and its employees may be privy to financial, personnel or other information that the College regards as proprietary or confidential. The Bidder 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, Bids, 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 Bidder to perform the services of this ITB and is relying upon the Bidder's reputation for excellence in the performance of the services required hereunder. The Bidder shall be responsible for the professional quality and technical accuracy of their advice and other services furnished by them. The Bidder 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 Bidder 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<sup>6</sup>. 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.

Bidder 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 Bidder 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**

To the extent permitted by law, the Bidder shall defend, indemnify and hold harmless the College its officers, board members, agents and employees from any and all claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the breach of this agreement by the Bidder, or wrongful acts or omissions of the Bidder, its employees, agents, or subcontractors under this contract that cause death or injury or damage to property, or arising out of Bidder's failure to comply with any state or federal statute, law, regulation or act.

## **8. Dispute Resolution**

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

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

## **9. Force Majeure**

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

## **10. Terms of Payment**

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

## **11. Assignment of Rights**

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

## **12. Incorporation by Reference**

The following documents are hereby made part of this agreement and incorporated herein by reference:

1. CWI's ITB 01 – 2026 White Water Campus Furniture, Fixtures, and Equipment (FF&E)
2. Related Addendums or Amendments to ITB 01 – 2026 White Water Campus Furniture, Fixtures, and Equipment (FF&E)
3. Selected Response Bid to ITB 01 – 2026 White Water Campus Furniture, Fixtures, and Equipment (FF&E)

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

CWI's ITB 01 – 2026 White Water Campus Furniture, Fixtures, and Equipment (FF&E)

Related Service Addendums and/or Amendments to ITB 01 – 2026 White Water Campus Furniture, Fixtures, and Equipment (FF&E)

Selected Response Bid

## **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 Convenience:**

The College or the Bidder may terminate this contract upon 120 calendar days’ advanced written notice. In the event of termination, Bidder will advise the College of the extent to which performance has been completed and deliver any work in progress. Bidder will be paid for all work performed and expenses incurred through the date of termination.

### **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 Bid to be considered eligible. A representative of the Vendor’s signature on the face of this solicitation certifies that this Bid is made without prior understanding, contract, or connection with any corporation, firm or person submitting a Bid 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 Bid for the Vendor.

## **APPENDIX – C INSURANCE REQUIREMENTS**

### **Insurance Requirements**

#### **GENERAL 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.

#### **PROFESSIONAL LIABILITY**

Vendor shall maintain Professional Liability (Errors & Omissions) insurance on a claim made basis, covering claims made during the policy period and reported within three (3) years of the date of occurrence. Limits of liability shall be not less than three million dollars (\$3,000,000). All insurers shall have a Best's rating of A- or better and be licensed and admitted in Idaho.

#### **WORKER'S COMPENSATION**

Vendor shall maintain Worker's Compensation coverage that meets statutory limits and as required by law.

## APPENDIX – D CONFLICT OF INTEREST/DISBARMENT

### 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 ITB or offer is made.

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

### DEBARMENT/SUSPENSION STATUS

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

### CERTIFICATION

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

### Comments:

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Signature

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Name and Title

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Company Name

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Address

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Date