REQUEST FOR PROPOSALS (RFP 01-2027)

Micron Academic Center Furniture, Fixtures, and Equipment (FF&E)

Levels 1, 2 and 3 | Whitewater Park Blvd & W. Main Street, Boise, Idaho

PROPOSAL DUE: Friday November 6, 2026, at 5:00 PM MT
Sealed Enveloped, FED EX or UPS Delivery, or Attached PDF by email:

College of Western Idaho
Attn: RFP 01-2027 Micron Academic Center Furniture, Fixtures, and Equipment (FF&E)
c/o Thayne Pearson, Procurement Management
6056 Birch Lane, Nampa, ID 83687

Or Email to: thaynepearson@cwi.edu
CC: contract@cwi.edu

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REQUEST FOR PROPOSALS –

1. Introduction

The College of Western Idaho (CWI) invites qualified firms to submit proposals ~~to provide professional furniture planning and design services~~ to furnish, deliver, warehouse, install, and close out loose furniture, fixtures, and equipment (FF&E) for Levels 1, 2 and 3 of the Micron Academic Center for CWI facilities. The selected Consultant will assist CWI with space planning, furniture programming, furniture standards, product research and specification, finish coordination, budgeting, procurement support, installation coordination, and project closeout

CWI is a public, open-access and comprehensive community college serving Western Idaho, with facilities in the Nampa and Boise areas. CWI requires furniture solutions that are durable, flexible, ergonomic, accessible, aesthetically consistent, and appropriate for active higher-education environments.

This RFP is intended to establish a professional services relationship that can support both individual projects and ongoing campus furniture needs. CWI may award a contract for an initial term with renewal options as identified in the final contract.

This Request for Proposals 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.

1.1. Purpose

The College of Western Idaho is requesting Proposals from qualified Proposers to furnish, deliver, warehouse, install, and close out all loose furniture, fixtures, and equipment (FF&E) for Levels 1, 2 and 3 of the Micron Academic Center, in accordance with Exhibit A, Room-by-Room Furniture Inventory, and Section 9, Scope of Services, as revised by Addendum No. 1. ~~Exhibit A - Room Quantity, the Level 1-3 Furniture Floor Plans, and Attachment 3 - Scope of Service and Requirements.~~

The selected Proposer will be expected to function not only as a supplier, but as a delivery and execution partner capable of meeting strict scheduling, coordination, and installation requirements.

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 prohibits 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.

2. Instructions to Proposers

2.1. BID SUBMISSION DELIVERY INSTRUCTIONS – ~~FED EX or UPS ONLY; TRACKING REQUIRED~~

All responses must be delivered as follows:

2.1.1. Proposal materials must be delivered in a sealed package or as a PDF attachment, and received on or before the proposal due dates as listed in Section 2.2. ~~October 30, 2026, at 5:00 PM MT according to instructions noted below~~.

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

2.1.3. Proposals delivered physically shall be in a sealed envelope or by FED EX or UPS, with a tracking number, and the following notation on the outside label of the package "RFP 01-2027 Furniture Design Services." Or email **thaynepearson@cwi.edu** and cc: **contract@cwi.edu** with the subject line RFP 01-2027 Micron Academic Center Furniture, Fixtures, and Equipment (FF&E) and request confirmation of receipt. Attachments won't be opened until the public opening date.

2.1.4. The FED EX or UPS delivery is to be sent to the following address:

College of Western Idaho
Attn: RFP 01-2027 Micron Academic Center Furniture, Fixtures, and Equipment (FF&E)
c/o Thayne Pearson, Procurement Manager
6056 Birch Lane, Nampa, ID 83687

2.1.5. Proposers may email Thayne Pearson at **thaynepearson@cwi.edu** verify CWI's receipt of their responses. A list of all Proposals received will be posted publicly on our website.

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

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

2.2. Schedule of Events

Request for Proposal Issued and Advertised	October 16 and October 23, 2026
Addendum 1 Posted	October 27, 2026
Question Period Ends	October 30, 2026
Questions Answered	November 4, 2026
Proposals Due	November 13, 2026 ~~November 6, 2026,~~ by 5:00PM MT
Proposal Opening	November 16, 2026 at 9:00 AM

Evaluation Period	November 16 to November 20, 2026 ~~November 9 – November 13, 2026~~
Tentative Interviews for Selected Proposals	November 23 to November 25, 2026 ~~November 16 – 18 2026~~
Intent to Award	December 1, 2026 ~~November 20, 2026~~

* Dates subject to change

2.3. 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@cwi.edu and cc: contract@cwi.edu. Write in the subject line of all emails, "Q&A RFP 01-2027 Micron Academic Center Furniture, Fixtures, and Equipment (FF&E)." All questions must be submitted on or before October 30, 2026, at 5:00 PM MT. Responses to all questions will be posted on CWI's website (noted below) on November 4, 2026 by 5:00 PM MT.

Question/Answer Document Availability – CWI will make an effort to respond to all questions as quickly as possible. A summary of all questions and answers will be publicly posted on the CWI website noted below.

The College reserves the right to modify the Scope and Specifications of 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

2.4. Proposal Opening

All proposals received by the time and due date will be publicly opened by representatives of CWI on the Proposal Opening Date and time listed in 2.2. ~~November 2, 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.

2.5. Errors in Proposals

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

2.6. 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.

2.7. 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:

2.7.1. Request additional information and data from any or all Proposers.

2.7.2. Supplement, amend, or otherwise modify the RFP or cancel this request with or without the substitution of another RFP.

2.7.3. Disqualify any Proposer who fails to provide information or data requested herein or who provides inaccurate or misleading information or data.

2.7.4. Disqualify any Proposer on the basis of any real or apparent conflict of interest.

2.7.5. Disqualify any Proposer on the basis of past performance on other projects.

2.7.6. College may negotiate with any Proposer to this RFP and shall have the sole discretion to choose the best combination of qualifications and price for the project and services described in this RFP.

2.7.7. College shall have the sole discretion to select one or none of the Proposers to provide the services, or portions thereof, as described in this RFP.

2.8. Public Records

Pursuant to Idaho Code section 74-101 et seq., **information or documents received by CWI in a proposal from a Proposer may be open to public inspection** and copying following the announcement of a contract award, unless exempt from disclosure. If a proposal 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"

Proposer must also provide the applicable Idaho code supporting the exemptions. **College assumes no liability for disclosure of proprietary material submitted by a Proposer.** Proposers 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 Proposer shall not label an entire document as "exempt" merely because a portion of that document is or may be a trade secret. If a proposal is marked as "exempt" in its entirety, it will be considered public record in its entirety, and will be disclosed, if requested.

3. Submittal Requirements

3.1. Proposal Format

Each official paper response should be bound separately in a simple, effective manner, and printed on standard 8½" x 11" paper clearly indicating the company's name, address, and web address. Each response shall also include the company's contact(s) responsible for the proposal, their phone numbers, and their email addresses. Electronic submissions should be in PDF format.

Proposers to this RFP are responsible for all costs associated with preparing their proposals, answering all questions, and providing the College with requested information. If selected, to

provide product demonstrations. Proposers are also responsible for all demonstration costs including, but not limited to, transportation, lodging, and meals. The College is under no obligation to incur or reimburse any Proposer for any proposal costs. It is likely that product demonstrations will be by video conferencing.

3.2. Quantities- **Attachment 2 – CWI Floor Plans** Governs

Exhibit A Governs. Proposals shall be based on the items and quantities in Exhibit A, Room-by-Room Furniture Inventory. The Level 1-3 Furniture Floor Plans are provided for layout, room identification, and installation planning. Where Exhibit A differs from Attachment 2 or the Furniture Floor Plans, Exhibit A governs for quantities. Proposers who find a discrepancy or omission, or who believe an item is needed for a room to function, shall submit a written question. Proposers shall not add or delete quantities on their own. Items identified on the Furniture Floor Plans as Owner Furnished/Owner Installed (OFOI), including keynote 11.04 (floor scrubber) and keynote 12.02 (furniture partition), are excluded. CWI may adjust quantities before contract execution or by written change order, priced using the Exhibit A unit prices and the Appendix E, Part D rates. ~~Attachment 2 - Room Quantities identifies the required furniture types and actual counts for each room on Levels 1, 2 and 3. Proposals shall be based on the quantities shown in Attachment 2 – CWI Floor Plans. The Level 1-3 Furniture Floor Plans are provided for layout, room identification, and installation planning.~~

- **3.2.1.1.** ~~Where Attachment 2 – CWI Floor Plans and the Furniture Floor Plans differ on quantity, Attachment 2 – CWI Floor Plans governs.~~
- **3.2.1.2.** ~~Proposers who find a discrepancy or omission, or who believe an item is needed for a room to function, shall submit a written question under Section 2. Proposers shall not add or delete quantities on their own.~~
- **3.2.1.3.** ~~Items identified on the Furniture Floor Plans as Owner Furnished/Owner Installed (OFOI), including but not limited to the floor scrubber and furniture partition keynotes, are excluded from this RFP.~~
- **3.2.1.4.** ~~CWI may adjust quantities before contract execution, or by written change order during the contract. Changes will be priced using the unit prices on Attachment 2 – CWI Floor Plans and the rates on Attachment 2.~~

3.3. Product Level- “Better” Tier

CWI is using a Good, Better, Best framework for this procurement. **All base Proposal pricing shall be for the “Better” tier.** The tiers are defined as follows:

Tier	Definition
Good	Entry-level or value contract furniture lines. Meets minimum commercial and BIFMA requirements, with limited finish, fabric, and configuration options. Not to be proposed as base pricing.
Better	**Required basis of Proposal.** Mid-market, contract-grade product lines from established commercial furniture manufacturers, suited to heavy institutional use in a higher education setting. At a minimum, “Better” products shall:

Tier	Definition
	• Meet or exceed applicable ANSI/BIFMA performance and durability standards; • Offer standard manufacturer finish, laminate, and mid-grade upholstery options suitable for high-traffic use; • Provide ergonomic adjustability for task seating and height-adjustable products as listed in Attachment 2 – CWI Floor Plans ; • Carry manufacturer warranties that support the ten (10) year warranty requirement in Attachment 3.
Best	Premium, flagship, or specialty design lines with expanded customization, premium materials, or upgraded finishes. Not to be proposed as base pricing.

3.3.1. Where Attachment 2 – CWI Floor Plans identifies a basis-of-design manufacturer or product, the Proposer shall propose that product, or one of equal or better quality, function, durability, and warranty at the "Better" tier. Equivalency determinations will be based on function, durability, dimensions, performance characteristics, warranty, and compatibility with project requirements.

3.3.2. CWI does not have any exclusions for Sole Source procurement under this solicitation. Proposers may propose products from any qualified manufacturer that meet the requirements of this RFP.

3.3.3. All base pricing and scoring is for the "Better" tier. Proposers may submit "Good" and "Best" alternates for any Exhibit A line on a separate, clearly labeled sheet. Alternates are not scored and are not included in the Total Fully Burdened Proposal Price. CWI may elect to purchase any alternate after award at the alternate unit price proposed. ~~For item in Attachment 2 – CWI Floor Plans, Proposers shall identify the manufacturer, product line, model number, and finish or grade, so CWI can confirm the product meets the "Better" tier.~~

Proposers may submit voluntary "Good" or "Best" alternates on a separate, clearly labeled sheet. Alternates are evaluated, and CWI is under no obligation to accept them.

3.4. Critical Project Constraints

The following constraints are fundamental to the success of the project. Proposers must acknowledge that they have reviewed and understand the requirements, expectations, and constraints outlined in this RFP. **Failure to adequately address these constraints may result in the Proposal being deemed non-responsive.**

3.4.1. Schedule Compression

The project requires a highly compressed delivery and installation timeline. Proposers must required to:

3.4.1.1. Fully install all FF&E for three (3) floors within five (5) weeks of the Installation Start date, with product received and staged in advance of Installation Start. ~~Receive, stage, deliver, and fully install all FF&E for three (3) floors within a five (5) week duration;~~

3.4.1.2. Develop and execute a phased installation plan organized by floor and functional zone; and

3.4.1.3. Coordinate installation with ongoing construction operations, inspections, and project closeout activities.

3.4.1.4. Proposals must include the assumptions supporting the proposed schedule, including production rates, crew loading, and sequencing strategy.

3.4.2. Installation Logistics

The building does not have a loading dock. Deliveries, staging and site access will be coordinated with the General Contractor. Elevator use is anticipated to be available and will be scheduled with the General Contractor after award. There is no limitation on evening or weekend work. ~~The site will have limited staging and storage capacity, shared access with other trades, and site access conditions that change as construction finishes. Proposers must show they can work off-hours or extended hours, install on weekends if needed, and run multiple crews at once to hold the schedule.~~

3.4.3. Workforce and Installation Capacity

At a minimum, Proposals shall identify:

3.4.3.1. Total number of installers available for deployment to this project;

3.4.3.2. Use of in-house labor versus subcontracted installation teams;

3.4.3.3. Proposed crew sizes and number of concurrent crews;

3.4.3.4. Field supervision structure (e.g., project manager, site superintendent, foreman); and

3.4.3.5. Ability to scale workforce in response to schedule demands or recovery conditions.

3.4.4. Performance and Schedule Commitment

The selected Proposer will be required to adhere to agreed installation milestones and sequencing; coordinate closely with CWI, the Owner's Representative, and the General Contractor to align with site readiness and access; and adjust manpower, working hours, and sequencing as necessary to maintain the overall project schedule.

Following award, the selected Proposer's schedule, staffing plan, and installation approach will be incorporated into the contract and used as the basis for performance monitoring. Recovery actions required because of the Contractor's failure to perform to the agreed schedule shall be at no additional cost to CWI.

3.5. 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:

3.5.1. 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.

3.5.2. Be able to comply with the required performance schedule, taking into consideration all existing business commitments.

3.5.3. Have necessary personnel and management capable of performing requirements on a resulting contract.

3.5.4. 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

All Proposals will be reviewed first to ensure that they meet the Mandatory Submission Requirements of the RFP as addressed in Sections 5. Any Proposal(s) not meeting the Mandatory Submission Requirements will be found non-responsive. (*Section 4.3*)

An Evaluation Committee will conduct an evaluation based on the criteria below:

Evaluation Criteria		
1	Mandatory Submittal Items	Pass/Fail
2	Company Summary (Section 6)	10
4	Staff Resources (Section 7)	10
5	Project Approach and Requirements (Section 8)	50
6	Fee Structure (Section 9)	30
	Total	100

If Interviews are conducted per Section 4.4 total score of 120 points possible.

4.2. Offeror Submitted Response

4.2.1. 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 outlined in this Section.

4.2.2. The Offeror Submitted Response will be evaluated and scored utilizing one (1) or more Evaluation Committee(s).

4.2.3. The scores for the Offeror Submitted Response will be normalized as follows: The Offeror Submitted Response with the highest raw score will receive all available points: 70 points. Other Responses will be assigned a portion of the maximum available Technical Points, using the formula:

$$70 \quad X \quad \frac{\text{raw score of Offeror Submitted Responses being evaluated}}{\text{highest raw Offeror Submitted Response score.}}$$

4.3. Fee Structure

4.3.1. The Fee Structure will be opened and evaluated for the top three (3) Offerors with the highest normalized total score for Offerors Submitted Response.

4.3.2. Product pricing shall be entered on the priced Exhibit A as a unit price and extended price for each line, for the "Better" tier product. Freight, receiving, warehousing, installation, design coordination, project management, submittals, debris removal and closeout shall be priced only as lump sums in Appendix E, Part B, and shall not be carried in Exhibit A unit prices. Pricing shall include all taxes, fees and escalation through final acceptance. ~~Proposers shall provide fully burdened pricing on Appendix E, with unit and extended pricing for each line item by room, and shall summarize that pricing on Appendix E Fee Structure. Pricing must cover everything required to furnish, deliver, warehouse, install, and complete the FF&E scope, including product cost, freight, receiving, warehousing, handling, installation, debris removal, project management, overhead, profit, taxes, fees, and escalation through final acceptance.~~

4.3.3. The Total Fully Burdened Proposal Price on Appendix E equals the Exhibit A product total (Part A) plus the Appendix E, Part B lump sums. ~~The Total Fully Burdened Proposal Price on Appendix E must equal the extended pricing on Attachment 2 – CWI Floor Plans plus the itemized service costs on Appendix E~~. If the math does not reconcile, the unit prices on Attachment 2 – CWI Floor Plans govern, and CWI may correct extensions and totals.

Any item identified in Attachment 2 – CWI Floor Plans that is omitted from the Proposer's priced workbook, left blank, or priced at zero without a written explanation accepted by CWI, will be deemed included in the Total Fully Burdened Proposal Price. The Contractor shall furnish, deliver, and install that item at no additional cost to CWI. The same applies to any labor, freight, warehousing, or project management necessary to complete the scope that is not itemized on Attachment 2.

4.3.4. The scores for the Fee Structure will be normalized as follows: The fee structure will be based on the lowest estimated fully burdened total cost provided on Appendix E Fee Structure. The Proposal with the lowest estimated fully burdened total cost proposed will receive all available Cost Points: 30 points. Other Proposals will be assigned a portion of the maximum available Cost Points using the formula:

$$30 \times \frac{\text{Lowest Overall Total Cost}}{\text{Overall Total Cost being evaluated}}$$

4.3.5. The pricing submitted in response to this RFP shall be a firm, fixed price, and shall not be subject to adjustment for one (1) year from the effective date of the contract or through final acceptance of the Work, whichever is later. Proposers are responsible for carrying anticipated escalation, tariffs, and freight increases in their pricing.

Price adjustments for any period beyond that term will only be permitted upon written request by the Contractor reflecting documented changes in the cost of materials, labor, or other direct factors, submitted no later than thirty (30) days prior to the date the adjustment would take effect, and are subject to CWI's written approval.

4.3.6. 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.

4.4. Interview/Demonstrations

4.4.1. At the discretion of the College, up to three (3) responsive Offerors with the highest total normalized score after the evaluation of the Submitted Response and the Fee Structure may be invited to interview. If the College holds interviews, they will be mandatory for all invited Offerors and will be evaluated.

4.4.2. Offerors shall be scored using the evaluation criteria below.

4.4.3. The scores for the Interview will be normalized as follows: The Interview with the highest raw score will receive all available Interview Points: 20 points. Other Offerors will be assigned a portion of the maximum available Interview Points, using the formula:

$$20 \times \frac{\text{Interview score}}{\text{highest raw Interview score}}$$

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.

4.5.1. Conditions for BAFO

A BAFO will only be requested under the following circumstances:

4.5.1.1. Initial cost proposals do not clearly establish a fair comparison for evaluation.

4.5.1.2. Additional clarification or competitive pricing is deemed necessary to finalize the award determination.

4.5.2. Notification and Instructions

Respondents selected for BAFO will receive written notice specifying:

4.5.2.1. The requirement to submit a revised cost proposal.

4.5.2.2. The submission deadline and format.

4.5.2.3. Any specific cost elements that require adjustment or clarification.

4.5.3. Finality of Submission

4.5.3.1. 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.

4.5.3.2. No further revisions will be permitted after the BAFO deadline.

4.5.3.3. Failure to submit a BAFO by the stated deadline may result in disqualification from further consideration.

4.5.4. 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:

4.5.4.1. Make an award based on initial proposals without requesting BAFO.

4.5.4.2. Accept or reject any BAFO submission.

4.5.4.3. Cancel the BAFO process at its sole discretion.

4.5.5. 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:

- **4.6.1.** A submitted proposal may be deemed unresponsive if the Proposer does not specifically offer all services as specified in the RFP.
- **4.6.2.** The proposal must acknowledge that all services, terms, and conditions specified in this proposal are included in the quoted price.
- **4.6.3.** 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.
- **4.6.4.** A submitted proposal may be deemed unresponsive if the Proposer does not respond to all questions in Section 6, Section 7, and Section 8.

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:

- **4.7.1.** Scope of work, specifications, and requirements
- **4.7.2.** Clarification of the parties roles and responsibilities
- **4.7.3.** Detailed Implementation Plan for implementation of the Contract
- **4.7.4.** Fee Structure and Billing Procedure

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

4.8. Contract Period

This RFP is for the one-time purchase, delivery, and installation of FF&E for Levels 1, 2 and 3 of the Micron Academic Center. The contract term begins at execution and continues through final acceptance and the warranty period. This is not a multi-year volume or mandatory-use agreement, and no order volume beyond this project is anticipated or guaranteed. ~~The intent of this RFP is to contract with the successful Proposer for an initial term of one (1) year. Upon mutual, written agreement, the Contract may be renewed, extended or amended for up to four (4) additional years~~.

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. This RFP does not commit to awarding a contract, pay any costs incurred in the preparation of a proposal, or contract for the services described herein.

College 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 from the College's RFP or its Appendices, as provided in this solicitation, the terms of this RFP shall apply. Where Proposer's proposal, any licenses, service terms, or other terms supplements 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.

5. Mandatory Submittal Items

A checklist is provided below to assist with providing all required information. Proposals must provide the following information:

☐ Cover Letter and Executive Summary

☐ **Section 3** – Submission Requirements - Certify all criteria can be met or disclose any relevant information related to Section 3.

☐ **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** – Relevant Information Requested - Provide a response to each item requested in Section 8.

☐ Signed Appendix A – Signature Block

☐ Signed Appendix D - Conflict of Interest/Disbarment

☐ Signed Appendix E – Fee Structure

☐ Exhibit A – Room Quantities Acknowledgment

☐ Priced Exhibit A, Room-by-Room Furniture Inventory, in native Excel format, submitted with Appendix E.

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 offerors response to each question in section 6 through section 8.

6. Company Summary

6.1. Describe the offeror's experience furnishing, delivering, and installing commercial FF&E for higher education or comparable institutional projects. Respondents with less than five (5) years of such experience will be considered nonresponsive. ~~Describe offeror's experience providing commercial furniture planning, interior/furniture design, or comparable FF&E consulting services. (***Respondents with less than five (5) years of experience will be considered nonresponsive and removed from the RFP process***)~~

6.2. Describe in detail offeror's knowledge and experience in providing services required in this RFP.

6.3. ~~Demonstrated ability to develop complete furniture design and procurement solutions, including plans, schedules, specifications, budgets, and procurement packages, while ensuring compliance with applicable accessibility, commercial furniture, and institutional standards.~~

6.4. Describe your firm's capacity to perform the services described in this RFP, including available staffing resources, organizational structure, current workload, and ability to support multiple concurrent projects while meeting CWI's schedules and service expectations.

7. Staff Resources

7.1. Identify the offeror's dedicated project manager and design and coordination lead for this project. ~~Please describe Offeror's dedicated individual for space planning and furniture layout development.~~

7.2. Provide a list of key management, customer service and other roles to be used in the fulfillment of this Contract. Provide role descriptions, including requisite qualifications and experience of the person(s)/role(s) identified, as well as an explanation of how the person in that role will contribute to the project with advising CWI. Offeror's response should demonstrate the extent to which their team have the expertise to accomplish these services.

Offeror may submit resumes with their response to 7.2.

7.3. Please provide at least three (3) present clients. Include contact name, title, address, telephone number, and e-mail address for each reference. Indicate the areas in which the reference is specifically related to the identified needs of CWI and length of service to date.

8. Project Approach and Requirements

8.1. Schedule Execution Plan

Provide a detailed project schedule showing procurement and manufacturer lead times, delivery, and completion of installation within five (5) weeks of the Installation Start date.

~~Provide a detailed project schedule demonstrating completion within five (5) weeks of Notice to Proceed. Include major milestones, procurement activities, lead times, delivery dates, installation activities, inspections, punch-list completion, and final acceptance. Additionally, provide:~~

- **8.1.1.** ~~The number of similar projects completed within the last five (5) years that met the original completion schedule.~~
- **8.1.2.** ~~Three (3) examples of comparable Public agencies, higher-education institutions, K-12 districts, and governmental entities projects completed within similar time constraints.~~
- **8.1.3.** ~~The average schedule variance (if tracked) on similar projects.~~
- **8.1.4.** ~~The specific project manager responsible for schedule oversight.~~
- **8.1.5.** ~~Any assumptions or dependencies that may impact schedule performance.~~

CWI will evaluate the Proposer's demonstrated ability to successfully complete projects of similar size, scope, and complexity within required timeframes, the completeness and feasibility of the proposed project schedule, the identification of key milestones and dependencies, the qualifications of personnel responsible for schedule management, and the Proposer's documented history of schedule performance on comparable projects

8.2. Staffing & Crew Loading Plan

Provide a staffing plan identifying the proposed project manager, installation supervisor(s), and installation personnel assigned to the project. Include crew sizes by project phase, reporting structure, and the percentage of work to be performed by in-house personnel versus subcontractors. Additionally, provide:

- **8.2.1.** Years of experience for the proposed project manager and installation supervisor(s).
- **8.2.2.** Number of comparable projects completed by the proposed team.
- **8.2.3.** Average and peak crew sizes available for deployment.
- **8.2.4.** Number and roles of proposed subcontractors.
- **8.2.5.** Available backup personnel and surge capacity resources.
- **8.2.6.** The building does not have a loading dock. Deliveries, staging and site access will be coordinated with the General Contractor. Elevator use is anticipated to be available and will be scheduled with the General Contractor after award. There is no limitation on evening or weekend work. ~~Confirmation of ability to support evening, weekend, or extended-hour work if required.~~

CWI will evaluate the qualifications and experience of the proposed project team, adequacy of staffing resources, availability of personnel to support project requirements, ability to scale resources in

response to project demands, and the Proposer's demonstrated capacity to successfully perform projects of similar size, scope, and complexity.

8.3. Logistics and Installation Plan

Provide a logistics plan identifying warehouse and staging locations, delivery sequencing methodology, coordination procedures with the General Contractor and other trades, methods for protecting finishes, and procedures for debris removal and site housekeeping. Additionally, provide:

- **8.3.1.** Distance from warehouse/staging facilities to the project site.
- **8.3.2.** Amount of available warehouse space dedicated to project staging.
- **8.3.3.** Number of comparable projects successfully managed using the proposed logistics approach.
- **8.3.4.** Identification of the personnel responsible for logistics coordination.
- **8.3.5.** Description of systems or procedures used to track deliveries and inventory.

CWI will evaluate the Proposer's demonstrated logistical capabilities, warehousing and staging capacity, experience coordinating projects of similar scope and complexity, ability to manage deliveries and installation activities efficiently, and the adequacy of resources and systems available to support successful project execution.

8.4. Risk Mitigation & Recovery Plan

Provide a risk management plan identifying anticipated lead times for major product categories, procedures for managing backorders, substitution request procedures, and actions that will be implemented to recover schedule impacts resulting from procurement or delivery delays. Additionally, provide:

- **8.4.1.** Examples of supply chain disruptions successfully managed within the last five (5) years.
- **8.4.2.** Number of alternate suppliers or distribution channels available for proposed products.
- **8.4.3.** Average lead times for major product categories.
- **8.4.4.** Description of internal escalation procedures for schedule risks.
- **8.4.5.** Available resources that may be deployed for schedule recovery.

CWI will evaluate the Proposer's experience managing procurement and supply chain risks, availability of alternative sourcing options, demonstrated ability to mitigate project delays, effectiveness of proposed risk management procedures, and capacity to recover schedule impacts while maintaining overall project objectives.

8.5. Product Compliance and specifications

Provide a completed product compliance matrix identifying the manufacturer, product line, model number, and finish/grade for each Attachment 2 – CWI Floor Plans line item. Include product cut sheets and supporting documentation demonstrating compliance with each specified requirement. Additionally, provide:

- **8.5.1.** Identification of any proposed exceptions, substitutions, or deviations.
- **8.5.2.** Product warranty information.
- **8.5.3.** Manufacturer's years in business.
- **8.5.4.** Evidence of product availability through authorized distribution channels.
- **8.5.5.** Documentation supporting compliance with stated performance requirements.

CWI will evaluate the degree to which the proposed products meet or exceed the specified requirements, completeness and accuracy of the product compliance documentation, identification of any exceptions or deviations, product availability, manufacturer support, and overall compliance with the requirements of the solicitation.

8.6. Installation Capabilities & Quality Control

Provide documentation identifying the proposed installation personnel, applicable installer certifications, manufacturer installation authorizations, and a copy of the firm's documented quality control and punch-list procedures. Additionally, provide:

- **8.6.1.** Number of years the firm has performed furniture installation services.
- **8.6.2.** Number of comparable installation projects completed within the last five (5) years.
- **8.6.3.** Certifications held by installation personnel assigned to the project.
- **8.6.4.** Description of quality control inspections performed throughout installation.
- **8.6.5.** Percentage of punch-list items resolved within the firm's standard project closeout period.

CWI will evaluate the experience and qualifications of the proposed installation team, applicable certifications and manufacturer authorizations, demonstrated experience performing comparable installations, effectiveness of quality control procedures, and the Proposer's ability to deliver a complete and compliant installation in accordance with project requirements.

8.7. Warranty & Service

CWI is requiring a ten (10) year warranty at a minimum, cover defects in materials, workmanship, and performance. Provide warranty documentation for all proposed products and identify:

- **8.7.1.** Length of warranty coverage for each product category.
- **8.7.2.** Service response time commitments.
- **8.7.3.** Replacement or repair lead times.
- **8.7.4.** Local or regional service resources available to support the contract.
- **8.7.5.** Warranty claims process.
- **8.7.6.** Any exceptions, exclusions, limitations, or deviations from the required ten (10) year warranty.

CWI will evaluate the extent to which the proposed warranty and service program meets or exceeds the solicitation requirements, including warranty coverage, service response commitments, replacement lead times, availability of service resources, and any stated exceptions, exclusions, or limitations

9. Scope of Services

9.1. **Overview**

The Contractor shall provide full-service FF&E delivery for Levels 1, 2 and 3 of the Micron Academic Center, from product validation and submittals through procurement, warehousing, delivery, installation, closeout and warranty, for all items in Exhibit A, so that each space is fully functional at project completion.

9.2. **Pre-Installation Coordination and Submittals**

- **9.2.1.** Verify Exhibit A quantities and layouts against the Level 1-3 Furniture Floor Plans and field conditions, and report discrepancies in writing before orders are released.
- **9.2.2.** Coordinate with CWI, the Owner's Representative, the Architect and the General Contractor on power, data and floor box locations as they relate to FF&E placement.
- **9.2.3.** Confirm ADA clearances and code requirements relevant to furniture placement.
- **9.2.4.** Provide product data, cut sheets, finish samples and catalog references for all items for CWI approval before ordering. Finishes, colors and materials are selected with and approved by CWI.
- **9.2.5.** Prepare purchase order documentation and itemized, room-by-room product lists for CWI review and approval.

9.3. **Procurement**

- **9.3.1.** Furnish all FF&E in Exhibit A at the "Better" tier.
- **9.3.2.** Identify lead times and supply chain risks at submittal, track order status, and give proactive updates on lead times, shipping delays and backorders.
- **9.3.3.** Submit any substitution, backorder or product change in writing for CWI approval before proceeding. Substitutions shall be of equal or better quality, function and warranty at no added cost.
- **9.3.4.** Maintain project records, including submittals, order confirmations and delivery receipts.
- **9.3.5.** Warehousing and Logistics
- **9.3.6.** Provide receiving, inspection, warehousing and inventory control for all FF&E until delivery to site.
- **9.3.7.** Deliver in coordinated phases aligned with the approved installation sequence and site access requirements.
- **9.3.8.** Manage freight, staging and storage in line with site access and safety requirements.

9.4. **Delivery and Installation**

- **9.4.1.** Coordinate delivery schedules in advance with CWI's project manager, the Owner's Representative and the General Contractor.
- **9.4.2.** Maintain a floor-by-floor delivery and installation schedule and daily manpower plan aligned with the construction and occupancy schedule.
- **9.4.3.** Provide qualified field supervision on site whenever installation is in progress.
- **9.4.4.** Stage, assemble and install all FF&E in its designated location per Exhibit A, the Furniture Floor Plans and direction from the CWI project team.
- **9.4.5.** Install all items level, plumb, square and in working order before closeout.
- **9.4.6.** Remove packaging and debris from the site promptly after each delivery.

9.4.7. Protect installed items and building finishes, and repair any damage caused by the Contractor at no cost to CWI.

9.4.8. Coordinate with other trades to avoid conflicts and minimize disruption.

9.4.9. The Contractor is responsible for all FF&E from the point of origin until final delivery and acceptance by CWI, and shall repair or replace at no cost any item lost, damaged or destroyed while in the Contractor's care.

9.4.10. Product Standards and Warranty

9.4.11. Products shall comply with applicable codes, including fire safety and ADA requirements, and meet or exceed applicable ANSI/BIFMA performance and durability standards.

9.4.12. Materials shall be free of restricted substances and meet applicable low-emission standards.

9.4.13. Products shall be commercial grade, suited to high-traffic higher education use, and meet the "Better" tier definition in Section 3.3.

9.4.14. Provide a warranty of ten (10) years from final acceptance covering defects in materials, workmanship and performance, including repair or replacement at no cost. Identify any exceptions to the ten (10) year warranty in writing in the proposal. CWI may accept or reject exceptions.

9.5. **Project Coordination**

9.5.1. Designate a single point of contact for CWI for all FF&E matters.

9.5.2. Attend coordination meetings as required, provide updated delivery and installation schedules at least weekly during delivery and installation, and respond to CWI inquiries within one (1) business day.

9.6. **Closeout**

9.6.1. Final itemized inventory of all FF&E delivered and installed, organized by room and reconciled to Exhibit A.

9.6.2. As-installed FF&E plans showing final locations.

9.6.3. Product warranties, manufacturer contacts, and care and maintenance instructions.

9.6.4. Documentation of any approved substitutions.

9.6.5. Completion of all punch list items from the final walkthrough.

9.7. **~~Project Initiation and Needs Assessment~~**

9.7.1. ~~Meet with CWI Planning & Construction, Facilities, Procurement, Information Technology, project managers, department representatives, and other stakeholders identified by CWI.~~

9.7.2. ~~Review existing floor plans, architectural drawings, room data, programming information, and applicable project documentation.~~

9.7.3. ~~Conduct field verification of existing conditions when directed by CWI, including dimensions, doors, columns, windows, fixed equipment, power/data locations, circulation, and other conditions affecting furniture placement.~~

9.7.4. ~~Document functional requirements, occupancy, workflows, teaching methods, storage requirements, technology needs, accessibility considerations, and anticipated future flexibility.~~

9.7.5. ~~Identify conflicts or constraints that may affect furniture selection, installation, cost, or schedule.~~

9.8. **~~Space Planning and Furniture Layout~~**

9.8.1. ~~Develop scaled furniture plans using professional space-planning and drafting software.~~

9.8.2. ~~Prepare multiple layout alternatives when requested, including Good/Better/Best or equivalent solution levels when appropriate.~~

9.8.3. ~~Provide plans that clearly identify furniture type, quantity, dimensions, manufacturer/model or performance specification, finish, and location.~~

9.8.4. ~~Maintain required circulation and accessible routes and identify ADA-related furniture placement considerations.~~

9.8.5. ~~Coordinate layouts with electrical, data, audiovisual, lighting, HVAC, doors, walls, and other building features where relevant.~~

9.8.6. ~~Design for flexibility and reconfiguration where practical, including mobile, nesting, stackable, height-adjustable, and modular solutions.~~

9.9. **~~Furniture Standards and Product Specifications~~**

9.9.1. ~~Develop or update CWI furniture standards and preferred product categories.~~

9.9.2. ~~Recommend commercial-grade products appropriate for high-traffic higher-education environments.~~

9.9.3. ~~Use performance-based specifications wherever practicable rather than unnecessarily restrictive brand-specific specifications.~~

9.9.4. ~~Provide product cut sheets, dimensions, finishes, performance data, warranty information, lead times, maintenance information, and manufacturer support information.~~

9.9.5. ~~Identify products meeting applicable ANSI, BIFMA, commercial-use, fire/life-safety, low-emission, and accessibility requirements, as applicable to the product.~~

9.9.6. ~~Provide finish and material palettes coordinated with CWI's architectural and interior design standards.~~

9.10. **~~Budget Development and Cost Estimating~~**

- **9.10.1.** ~~Prepare furniture budgets and detailed cost estimates for each assigned project.~~
- **9.10.2.** ~~Separate furniture/product cost, freight, warehousing, installation, design/project management, and other applicable costs.~~
- **9.10.3.** ~~Provide Good, Better, and Best alternatives or other value alternatives when requested.~~
- **9.10.4.** ~~Identify long-lead items and budget risks early in the project.~~
- **9.10.5.** ~~Recommend substitutions or value-engineering options when necessary to maintain the approved project budget.~~
- **9.10.6.** ~~All recommendations shall be developed within the budget established by CWI.~~

9.11. **~~Procurement Support~~**

- **9.11.1.** ~~Prepare complete furniture schedules and procurement packages for CWI review.~~
- **9.11.2.** ~~Provide manufacturer-neutral specifications when CWI is competitively procuring furniture.~~
- **9.11.3.** ~~Assist CWI with development of bid or proposal documents, product schedules, quantities, and evaluation materials when requested.~~
- **9.11.4.** ~~Provide competitive quotations or market pricing information when requested by CWI.~~
- **9.11.5.** ~~Coordinate with CWI Procurement to ensure the design process does not create an improper sole-source or brand restriction unless a lawful and documented basis exists.~~
- **9.11.6.** ~~Review vendor submittals, substitutions, finish samples, and product deviations and provide recommendations to CWI.~~
- **9.11.7.** ~~Track procurement status, lead times, backorders, substitutions, and anticipated delivery dates.~~

9.12. **~~Delivery, Installation, and Field Coordination~~**

- **9.12.1.** ~~Coordinate delivery and installation schedules with CWI and, where applicable, the construction project team.~~
- **9.12.2.** ~~Review proposed staging, delivery routes, installation sequencing, and site access requirements.~~
- **9.12.3.** ~~Coordinate with other trades and contractors to reduce conflicts and disruption.~~
- **9.12.4.** ~~Observe installation when requested and document deficiencies or incomplete work.~~
- **9.12.5.** ~~Verify furniture is installed in accordance with approved plans and manufacturer requirements.~~
- **9.12.6.** ~~Support punch-list development and resolution.~~

9.13. **~~Closeout~~**

- **9.13.1.** ~~Provide a final furniture inventory organized by room or space.~~

9.13.2. ~~Provide final product schedules, warranties, manufacturer contacts, care and maintenance information, and approved substitutions.~~

9.13.3. ~~Provide final electronic drawings and furniture plans in PDF and, when requested, editable/native format.~~

9.13.4. ~~Assist CWI with final acceptance and resolution of outstanding furniture issues.~~

9.14. **~~CWI FURNITURE DESIGN STANDARDS~~**

9.14.1. ~~The following standards are minimum expectations and are derived from the CWI FF&E solicitation provided with this RFP:~~

9.14.1.1. ~~Furniture shall comply with applicable federal, state, and local codes and regulations, including applicable fire-safety and ADA accessibility requirements.~~

9.14.1.2. ~~Seating shall meet or exceed applicable ANSI and BIFMA performance and durability standards.~~

9.14.1.3. ~~Products shall be commercial-grade and appropriate for high-traffic institutional higher-education use.~~

9.14.1.4. ~~Materials shall be free of restricted substances and shall meet applicable low-emission requirements consistent with healthy building objectives.~~

9.14.1.5. ~~Furniture shall emphasize durability, ergonomics, flexibility, maintainability, and long-term value.~~

9.14.1.6. ~~Finishes, colors, and materials shall be coordinated with and approved by CWI.~~

9.14.1.7. ~~Products shall be evaluated for warranty coverage, serviceability, replacement availability, lead time, and total cost of ownership.~~

9.14.1.8. ~~The Consultant shall identify accessibility considerations in each furniture plan and shall maintain accessible circulation and seating locations.~~

9.14.1.9. ~~Furniture designs shall support contemporary instructional models, including lecture, collaborative learning, active learning, technology-enabled instruction, remote/hybrid instruction, and individual study where applicable.~~

9.15. **~~DELIVERABLES~~**

~~Deliverable~~	~~Minimum Content~~	~~Format~~
~~Concept Plans~~	~~Scaled layouts; furniture quantities; alternatives~~	~~PDF~~
~~Furniture Plans~~	~~Scaled plan with tags, schedules, dimensions, finishes and notes~~	~~PDF; DWG/Revit or other native format when requested~~
~~Product Specifications~~	~~Manufacturer/model or performance specification, dimensions, finish, warranty, lead time~~	~~PDF/Excel~~
~~Budget / Cost Estimate~~	~~Itemized product, freight, storage, installation, design/PM and other costs~~	~~Excel/PDF~~
~~Procurement Package~~	~~Furniture schedule, specifications, quantities, bid/proposal support documents~~	~~PDF/Excel~~
~~Submittal Review~~	~~Substitution and product deviation recommendations~~	~~PDF/email log~~
~~Closeout Package~~	~~Inventory, warranties, maintenance information, final plans, substitutions~~	~~PDF + editable files when requested~~

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.

( ) Proposer has reviewed and understands section 2.8 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

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 for furnishing, delivering, warehousing, and installing furniture, fixtures, and equipment for Levels 1, 2 and 3 of the Micron Academic Center. ~~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 Request for Proposals 01-2027 Micron Academic Center Furniture, Fixtures, and Equipment (FF&E). The RFP and its Appendices and any amendments, and the Responding Proposal submitted by the successful Proposer will be incorporated into and become the contract. The following terms and conditions will be incorporated. By submitting an offer the Proposer warrants they have reviewed these terms and conditions and by them upon any acceptance of a proposal by the College of Western Idaho:

1. Governing Law/Jurisdiction

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

2. Compliance with Laws

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

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

Anti-Discrimination:
Acceptance of this agreement binds the Proposer to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964, in that "No person in the United States shall, on the grounds of race, color,

national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified individual with a disability in the United States shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Act of 1990, are also incorporated into this agreement. The Proposer shall comply with pertinent amendments to such laws made during the term of the agreement and with all federal and state rules and regulations implementing such laws. The Proposer must include this provision in every subcontract relating to this agreement.

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

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

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

1. Personnel records, personal information that is non-public, health records, professional discipline records.
2. Trade secrets, information protected by copyright laws, patents or pending patent applications, production records.

3. Proprietary information both financial and technical, appraisals, proposals, promotional marketing.

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

4. Standard of Performance

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

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

5 Ownership of Work Product

All work products of Contractor that result from this Contract ("the work products") are the exclusive property of College. If any of the work products contain intellectual property of Contractor that is or could be protected by federal copyright, patent or trademark laws or state trade secret laws, Contractor hereby grants College a perpetual, royalty-free fully paid, non- exclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so, all such work products and any other information, designs, plans, or information provided or delivered to College or produced by Contractor under this Contract. The parties expressly agree that all works produced pursuant to this Contract are works specifically commissioned by College and that Contractor shall obtain written permission from College before publishing, displaying, or using any work or work products resulting from this Contract6. 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

To the extent permitted by law, the Proposer 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 Proposer, or wrongful acts or omissions of the Proposer, its employees, agents, or subcontractors under this contract that cause death or injury or damage to property, or arising out of Proposer'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 RFP 01-2027 Micron Academic Center Furniture, Fixtures, and Equipment (FF&E)
2. Related Addendums or Amendments to RFP 01-2027 Micron Academic Center Furniture, Fixtures, and Equipment (FF&E)
3. Selected Response Proposal to RFP 01-2027 Micron Academic Center 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:

1. Federal Law and Regulations
2. Idaho State Law
3. CWI's RFP 01-2027 Micron Academic Center Furniture, Fixtures, and Equipment (FF&E)
4. Related Service Addendums and/or Amendments to 01-2027 Micron Academic Center Furniture, Fixtures, and Equipment (FF&E)
5. Selected Response Proposal

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 Proposer may terminate this contract upon 120 calendar days' advanced written notice. In the event of termination, Proposer will advise the College of the extent to which performance has been completed and deliver any work in progress. Proposer 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 proposal to be considered eligible. A representative of the Vendor's signature on the face of this solicitation certifies that this proposal is made without prior understanding, contract, or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. Vendor agrees to abide by all conditions of this solicitation and certifies that the signatory is authorized to sign this proposal for the Vendor.

Appendix – 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.

Commercial General Liability: $1,000,000.00 per occurrence and $2,000,000.00 general aggregate, naming the College of Western Idaho as additional insured.

Automobile Liability: $1,000,000.00 combined single limit, covering owned, hired and non-owned vehicles.

Property or inland marine coverage for FF&E in the Contractor's care, custody or control during packing, handling, transportation, warehousing and delivery, at full replacement value.

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 RFP or offer is made.

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

DEBARMENT/SUSPENSION STATUS

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

CERTIFICATION

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

Comments:

_____

_____

Signature

Name and Title

Company Name

Address

Date

Appendix E – Fee Structure

Appendix E, RFP 01-2027 - Micron Academic Center Furniture, Fixtures, and Equipment (FF&E)

This completed form must be submitted Price Proposal ~~Envelope 2~~ with the priced Attachment 2 – CWI Floor Plans . All pricing shall be for the "Better" tier and the quantities in Attachment 2 – CWI Floor Plans . ~~Product markup must not exceed 2% of verifiable manufacturer or distributor invoice cost.~~ Do not submit pricing on any other form.

Part A- FF&E Product (from Attachment 2 – CWI Floor Plans)

Floor	Product Subtotal
Level 1	$
Level 2	$
Level 3	$
Part A Total	$

~~Proposed markup percentage: _____ %~~

Part B- Services (Lump Sum, All Floors)

Service	Lump Sum
Freight and delivery to site	$
Receiving, inspection, and warehousing (through installation)	$
Installation labor, including extended-hours and weekend work required to meet the five (5) week duration	$
Project management, design coordination, and submittals	$
Debris removal, protection, and final cleaning	$
Closeout documentation and punch list	$
Other (describe): _____	$
Part B Total	$

Part C- Total Fully Burdened Proposal Price

Part A Total + Part B Total	**$**

Written amount: _____ Dollars

Part D- Change Rates

Rate information requested herein is not a scored evaluation criterion. The rates submitted by the successful Offeror will be incorporated into the final contract and shall remain fixed and binding upon execution of the agreement unless otherwise authorized by the contract terms.

Rate	Amount
Installer hourly rate - standard hours	$ /hr
Installer hourly rate - overtime / evenings	$ /hr
Installer hourly rate - weekends / holidays	$ /hr
Supervisor / foreman hourly rate	$ /hr
Warehousing - extended storage beyond scheduled delivery (per month, per 1,000 SF or per pallet - specify)	$
Markup on added FF&E product not listed on Exhibit A (% over net cost). ~~Markup on added FF&E product (not to exceed 2%)~~	%

Certification: By signing below, the Proposer certifies that the priced Attachment 2 – CWI Floor Plans includes every line item listed by CWI, that the Total Fully Burdened Proposal Price below covers the complete scope of this RFP, and that any Attachment 2 – CWI Floor Plans item omitted or left blank will be furnished and installed at no additional cost to CWI.

Signature

Name and Title

Company Name

Address

Date

EXHBIT A – Room Quantities Acknowledgement

Proposers shall review Attachment 2 – CWI Floor Plans and include all labor, materials, furnishings, equipment, delivery, installation, and ancillary items necessary to provide a complete and fully functional FF&E solution. Any deviation, substitution, omission, quantity modification, or exception must be clearly identified within the proposal. Failure to specifically identify a deviation shall constitute the Proposer's representation that its proposal fully complies with the requirements of the RFP.

CWI will evaluate proposals based on compliance with the stated requirements. Any assumptions, omissions, substitutions, or departures from the Attachment 2 – CWI Floor Plans that are not expressly disclosed shall be undertaken solely at the Proposer's risk and may result in reduced scoring, a determination of non-responsiveness, or rejection of the proposal.

Proposer Acknowledgement

By submitting a proposal, the Proposer acknowledges that it has reviewed the Attachment 2 – CWI Floor Plans, furniture notes, floor plans, and all Administrative Documents; has based its proposal on the requirements and quantities provided by CWI; has identified all proposed deviations or exceptions; and certifies that its proposed solution is complete and sufficient to satisfy the requirements of the project. Submission of a proposal shall constitute acceptance of these requirements and representations.

Signature

Name and Title

Company Name

Address

Date