

COLLEGE OF WESTERN IDAHO

REQUEST FOR PROPOSALS

RFP 01-2025 Financial Advisory Services

PROPOSAL DUE: Friday April 25, 2025, at 5:00 PM MT
Sealed Enveloped, FED EX or UPS Delivery, or Attached PDF by email:

College of Western Idaho
Attn: RFP 01-2025 Financial Advisory Services
c/o Thayne Pearson, Procurement Management
6056 Birch Lane, Nampa, ID 83687

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

Table of Contents

REQUEST FOR PROPOSALS – 01-2025 Financial Advisory Services.....	3
1. Introduction	3
2. Instructions to Proposers	4
3. Submittal Requirements	6
4. Proposal Evaluation, Interview, and Award	7
5. Mandatory Submittal Items	11
6. Company Summary.....	11
7. Staff Resources.....	11
8. Relevant Information Requested	12
9. Requirements.....	12
Appendix A Signature Block	13
Appendix B : Sample Contract.....	14
Contract Terms	14
Appendix – C Insurance Requirements	20
Appendix – D Conflict of Interest/Disbarment.....	21
Appendix E – Fee Structure.....	22

REQUEST FOR PROPOSALS – 01-2025 Financial Advisory Services

1. Introduction

The College of Western Idaho (“CWI” or “College”) 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.

1.1. Purpose

CWI seeks to engage a firm to perform a financial advisory role and to assist in the management of its investment portfolio. In general, these duties will include provision of investment advisory services to the Vice President of Finance and the CWI Board of Trustees. CWI does not anticipate the duties to include items such as bond underwriting, treasury management, banking services, etc. CWI will not preclude the selected firm from participating as an underwriter of CWI bonds, subject to compliance with the rules of the Municipal Securities Rulemaking Board, if CWI determines that such a role is in the best interest of CWI. CWI also reserves the right to solicit proposals from underwriters.

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.

1.2. College Financial & Other Facts

For fiscal year 2025 (July 1, 2024, through June 30, 2025), the CWI trustee-approved operating budget is eighty-three million two hundred fifty thousand (\$83,250,000) dollars. Of that amount, forty one percent (41%) comes from the State of Idaho fifteen percent (15%) from county property taxes; forty percent (40%) from tuition and fees, and the remainder from miscellaneous sources.

CWI wishes to invest various reserve and annual operating cash flow funds, guided by applicable state law and college policies and procedures. CWI is currently constructing new buildings, including a Student Center, a Health and Science Building and facilities for the Horticulture and Ag Science programs. Financing of these facilities involves a variety of sources, including invested funds.

1.3. 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 March 14, 2025, 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 01-2025 Financial Advisory Services.” Or email **thaynepearson@cw.edu** and cc: **contract@cw.edu** with the subject line RFP 01-2025 Financial Advisory Services 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 01-2025 Financial Advisory Services
c/o Thayne Pearson, Procurement Manager
6056 Birch Lane, Nampa, ID 83687

2.1.5. Proposers may email Thayne Pearson at **thaynepearson@cw.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	April 9 and April 16, 2025
Question Period Ends	April 18, 2025
Questions and Answers Posted	April 22, 2025
Proposals Due	April 25, 2025, by 5:00PM MT
Evaluation Period	April 29 – May 9, 2025
Tentative Interviews for Selected Proposals	May 12-14, 2025
Intent to Award	May 23, 2025

* 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@cw.edu and cc: contract@cw.edu. Write in the subject line of all emails, “Q&A RFP 01-2025 Financial Advisory Services.” All questions must be submitted on or before March 7, 2025, at 5:00 PM MT. Responses to all questions will be posted on CWI’s website (noted below) on March 11, 2025 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://cw.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 March 17, 2025, 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@cw.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. 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:

- 3.2.1. 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.
- 3.2.2. Be able to comply with the required performance schedule, taking into consideration all existing business commitments.
- 3.2.3. Have necessary personnel and management capable of performing requirements on a resulting contract.
- 3.2.4. 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	Relevant Information Requested (Section 8)	40
6	Fee Structure (Section 9)	40
	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: 60 points. Other Responses will be assigned a portion of the maximum available Technical Points, using the formula:

$$60 \quad \times \quad \frac{\text{raw score of Offeror Submitted Responses being evaluated}}{\text{highest raw Offeror Submitted Response score.}}$$

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. 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: 40 points. Other Proposals will be assigned a portion of the maximum available Cost Points using the formula:

$$40 \quad \times \quad \frac{\text{Lowest Overall Total Cost}}{\text{Overall Total Cost being evaluated}}$$

4.4. Interview

- 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:

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

4.5. Unresponsive Proposals

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

- 4.5.1. A submitted proposal may be deemed unresponsive if the Proposer does not specifically offer all services as specified in the RFP.
- 4.5.2. The proposal must acknowledge that all services, terms, and conditions specified in this proposal are included in the quoted price.
- 4.5.3. 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.
- 4.5.4. A submitted proposal may be deemed unresponsive if the Proposer does not respond to all questions in Section 6, Section 7, and Section 8.

4.6. 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:

- 4.6.1. Scope of work, specifications, and requirements
- 4.6.2. Clarification of the parties roles and responsibilities
- 4.6.3. Detailed Implementation Plan for implementation of the Contract
- 4.6.4. Fee Structure and Billing Procedure

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

4.7. Contract Period

The intent of this RFP is to contract with the successful Proposer for an initial term of three (3) years. Upon mutual, written agreement, the Contract may be renewed, extended or amended for up to two (2) additional years.

4.8. 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:

- ☐ **Section 3.2** – Eligibility for Award - Certify all criteria can be met or disclose any relevant information related to Section 3.2.
- ☐ **Section 6** – Company Summary - Provide a response to each item requested in Section 6.
- ☐ **Section 7** – Staff Resources - Provide a response to each item requested in Section 7.
- ☐ **Section 8** – 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

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 offeror's company and focus of your firm.
- 6.2. Describe in detail offeror's knowledge and experience in providing services required in this RFP.
- 6.3. Please describe offeror's business philosophy and provide specific data demonstrating previous success with financial advisory services.
- 6.4. Describe the location of headquarters and other offices of the submitting firm. Provide the location of the office that would serve CWI.

7. Staff Resources

- 7.1. Please describe Offeror's firm's principles and their professional backgrounds.
- 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. Relevant Information Requested

- 8.1. Does your firm have public sector/higher education specialty practice?
- 8.2. Are they able to review and provide analysis on CWI Investment Policy in light of CWI needs and Idaho statutes?
- 8.3. Please describe Offeror's process on transferring funds from an existing firm to another. Offeror's response must include all steps involved, necessary documentation, potential risks and fees, and the estimated timeline for such a process.
- 8.4. What is offeror's approach to risk management, and how will you assist in identifying and mitigating potential financial risks?
- 8.5. Will firm be able to provide a local advisor or a designated individual, in person, on a regular basis?
- 8.6. What technology or tools does the offeror intend to use to support their financial advisory services?
- 8.7. Describe the types of reports offeror will provide throughout the contract, including their frequency, content, and how they will support our decision-making process? Offeror's firm must provide online access for current information/reports on finances (monthly, weekly, daily timeframe) and quarterly updates.
- 8.8. Please provide details regarding any recent disciplinary or regulatory actions taken against the firm. How were these issues addressed and resolved?

9. Requirements

Contractor must be able to provide the following minimum requirements. CWI anticipates additional requirements to be negotiated with the highest point responsive responsible offeror.

- 9.1. Review and comply with the CWI investment Policy (Exhibit A). CWI will not be required or expected to update its investment policy on an annual basis.
- 9.2. Firms with CWI investments must agree to be subject to Idaho jurisdiction.
- 9.3. Provide investment products in accordance with Idaho state statutes and the CWI Investment Policy
- 9.4. CWI is seeking advisory services for college investment portfolio, including operating funds. Endowment investments are speculative and not included at this time but may be added in the form of a signed amendment by both parties.

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 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 06-2024 Financial Advisory Services. 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 Contract.

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 01-2025 Financial Advisory Services
2. Related Addendums or Amendments to RFP 01-2025 Financial Advisory Services
3. CWI ADMIN 090 - Investments
4. Selected Response Proposal to RFP 01-2025 Financial Advisory Services

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 01-2025 Financial Advisory Services
4. Related Service Addendums and/or Amendments to 06-2024 Financial Advisory Services
5. CWI ADMIN 190 – Investments
6. 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.

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 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, Fee Structure must be completed and submitted with your Proposal. The Offeror must provide a fully burdened rate which must include, **but not be limited to**, all operating and personnel expenses, such as: overhead, salaries, administrative expenses, travel, profit, and supplies. Offeror must not alter or change any of the information in the table below or they may be found nonresponsive. ***The hourly quantity is estimated, and no minimum or maximum number of hours are guaranteed for the life of the contract. CWI reserves the right to increase or decrease the number of hours that best fits the business needs.***

Instructions: Estimated Quantity x Unit Price = Extended Price. Add together all extended price to equal Estimated Annual Price.

All offerors are required to submit an annual price to be eligible for award. Offerors using a percentage of the AUM must calculate the annual cost based on the estimated portfolio of forty million (\$40,000,000) and provide the result in the table.

Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
Monthly Financial Advisory Services	12	Month	\$	\$
Consulting	24	Hourly	\$	\$
Retainer Fee	1	Year	\$	\$
TOTAL ESTIMATED ANNUAL PRICE				\$

The estimated amount for these services currently is forty (40) million. Offeror must provide their Asset Under Management Percentage fee: _____ %

Signature

Name and Title

Company Name

Address

Date