

COLLEGE OF WESTERN IDAHO

REQUEST FOR PROPOSALS

RFP 03-2024 Student Recruitment Services

PROPOSAL DUE: Thursday March 15, 2024 at 5:00 PM MT
Sealed Enveloped, FED EX or UPS Delivery, or Attached PDF by email:

College of Western Idaho
Attn: RFP 03-2024 Recruiting
c/o Daniel Reines, Compliance Analyst, RFP/Contracts
6056 Birch Lane, Nampa, ID 83687

Or Email to: danielreines@cw.edu
CC: contract@cw.edu

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REQUEST FOR PROPOSALS – 01-2024 Recruiting

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

The purpose of this Request for Proposals (“RFP”) is to solicit proposals for an agency to assist with statewide recruiting of 20-25 students per semester for CWI’s Advanced Mechatronics Engineering Technology Program and facilitating connection to other Idaho community college mechatronics programs when CWI is not a fit because of location. We are looking to recruit students that are interested in a 1 or 2 year degree program in the electronics and mechanical technology field that leads to employment as a technician in industries such as advanced manufacturing, food processing, and bio-medical. CWI recently received federal funding through the Idaho Workforce Development Council for this purpose. This proposal, if awarded, will be grant funded through May 2026. The total contract amount is not to exceed \$650,000 and spending authority will be set every quarter.

Additional information about the CWI Mechatronic Program can be found here:

www.cwi.edu/amet

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:

1. Proposal materials must be delivered in a sealed package or as a PDF attachment, and received on or before March 15, 2024 at 5:00 PM MT according to instructions noted below.
2. All proposal submissions must include one set in hard copy format. Optional one (1) electronic copy on a USB Flash Drive (Electronic copy can be helpful if the hard copy format is difficult to scan). Or, as a PDF attachment to an email.

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 03-2024 Recruiting.” Or email danielreines@cw.edu and cc: contract@cw.edu with the subject line RFP 03-2024 Recruiting and request confirmation of receipt. Attachments won’t be opened until the public opening date.
4. The FED EX or UPS delivery is to be sent to the following address:

College of Western Idaho
Attn: RFP 03-2023 Recruiting
c/o Daniel Reines, Compliance Analyst, RFP/Contracts
6056 Birch Lane, Nampa, ID 83687
5. Proposers may email Daniel Reines at danielreines@cw.edu verify CWI’s receipt of their responses. A list of all Proposals received will be posted publicly on our website.
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	February 16 and 23, 2024
Question Period Ends	March 8, 2024
Questions and Answers Posted	March 12, 2024
Proposals Due	March 15, 2024 by 5:00PM MT
Evaluation Period	March 18-22, 2024
Tentative Interviews for Selected Proposals	March 25-29, 2024
Intent to Award	No later than March 31, 2024

* 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 Daniel Reines, Compliance Analyst, RFP/Contracts, at danielreines@cw.edu and cc: contract@cw.edu. Write in the subject line of all emails, “Q&A RFP 03-2024 Recruiting.” All questions must be submitted on or before March 8, 2024 at 5:00 PM MT. Responses to all questions will be posted on CWI’s website (noted below) on March 12, 2024 by 5:00 PM MT.

Question/Answer Document Availability – Questions and answers will be publicly posted on the CWI website noted below. No other communication of questions and answers will be made.

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 18, 2024, 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 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 danielreines@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:

1. Request additional information and data from any or all Proposers.
2. Supplement, amend, or otherwise modify the RFP or cancel this request with or without the substitution of another RFP.
3. Disqualify any Proposer who fails to provide information or data requested herein or who provides inaccurate or misleading information or data.
4. Disqualify any Proposer on the basis of any real or apparent conflict of interest.
5. Disqualify any Proposer on the basis of past performance on other projects.
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.
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:

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.
2. Be able to comply with the required performance schedule, taking into consideration all existing business commitments.
3. Have necessary personnel and management capable of performing requirements on a resulting contract.
4. The proposer must not be listed on the governmentwide exclusions in the System for Award Management (SAM). SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
5. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
6. If selected, the Proposer may have access to student records which are protected under the FERPA regulations. There are limitations on disclosing student information without proper consent and sensitive data must be handled appropriately to ensure confidentiality and privacy of students’ records.

3.3 Applicable Laws and Regulations

Federal regulations govern how entities and individuals may be compensated for recruiting activities. Payments to persons or entities involved in recruitment may not receive incentive compensation based directly or indirectly upon success in securing student enrollments. Proposers to this RFP must comply with [34 CFR §668.14\(b\)\(22\)](#), and US Department of Education guidance regarding limitations on student recruitment services.

4. Proposal Evaluation and Award

4.1 Evaluation Criteria

An Evaluation Committee will carefully review all proposals submitted to determine which proposal best meets the needs of the College. CWI may choose to use competitive negotiations to develop the final contract or agreement with the Proposer whose proposal best suits the needs of the College, based upon the sole discretion of the Evaluators.

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

Evaluation Criteria		
1	Overall Approach and Strategy; including recruitment of potential students from a diversity of backgrounds.	20
2	Total Value to CWI	20
4	Local Presence and Ties to Treasure Valley Community	10
4	State Presence and Ties to Idaho Community	10
6	Commitment to the potential Student’s recruitment experience	20
	Total	___/80

The Evaluation Committee will choose Proposers to interview based on highest scores. The focus of the interview will be to present the proposal in person and answer any clarifying questions CWI may have.

The Proposers will be evaluated on the same criteria used in the initial evaluation above. The Evaluation Committee will use the same initial score card from above and change or adjust any scores they deem appropriate based on the interview.

4.2 Unresponsive Proposals

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

1. A submitted proposal may be deemed unresponsive if the Proposer does not specifically offer all services as specified in the RFP.
2. The proposal must acknowledge that all services, terms, and conditions specified in this proposal are included in the quoted price.
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.

4.3 Discussions and Negotiations

College reserves the right to conduct discussions with Proposers, to accept revisions of proposals, to negotiate price changes, or to negotiate separately with any source whatsoever, if no acceptable proposals are submitted in order to best serve the interests of CWI. The College also reserves the right to negotiate final pricing for any contract entered into with a Proposer.

4.4 Contract Period

The intent of this RFP is to contract with the successful Proposer for one year renewable up to three (3) years. Depending on the grant funds available, the contract may be extended under the same terms and conditions for two, one (1) year terms. Each option to renew must be in writing and signed by both parties.

4.5 Contract Award

The award, if any, shall be made to the Proposer whose proposal is determined to be the most advantageous to the College based on the evaluation factors described in the RFP. Price, although a consideration, may not be the sole determining factor. 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.

The resultant contract will constitute the College's acceptance of the signed and dated proposal in response to the Request for Proposals 01-2024 Recruiting. The RFP, its appendices and any amendments, and the Proposal submitted by the successful Proposer will be incorporated into and become the contract. The contract, in its incorporated, composite form, represents the entire agreement between the Proposer and College and supersedes all prior negotiations, representations, understandings or agreements, either written or oral.

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. Information to Submit

5.1 Overview

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

	Section Title	Description
<input type="checkbox"/>	Section 3.2 – Eligibility for Award	Certify all criteria can be met or disclose any relevant information related to Section 3.2.
<input type="checkbox"/>	Section 5.2 – Company Summary	Provide a response to each item requested in Section 5.2.
<input type="checkbox"/>	Section 5.3 – Staff Resources	Provide a response to each item requested in Section 5.3.
<input type="checkbox"/>	Section 5.4 – Relevant Information Requested	Provide a response to each item requested in Section 5.4.
<input type="checkbox"/>	Signed Appendix A	Included a signed copy of Appendix A
<input type="checkbox"/>	Signed Appendix D	Include a signed copy of Appendix D

All proposals should 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. Any additional material that a Proposer deems necessary or helpful should be attached as **“Exhibits”**.

5.2 Company Summary

Describe your company and how it would serve CWI’s recruiting needs. In this description, please provide the following:

1. Details about experience and past performance such as recruitment, higher education, mechatronics, or similar work on relevant projects.

5.3 Staff Resources

The Proposal must include a description and explanation of company staff resources.

5.4 Relevant Information Requested

1. Provide a general overview of your local and statewide recruiting strategy or strategies for CWI’s Mechatronics Program.
 - a. CWI will supply information on target groups that are already covered by CWI recruitment, such as High Schools and a few well-established industry partners, that can be excluded from the vendor’s plan.
 - b. CWI will provide marketing collateral for the program.
 - c. The vendor's efforts will focus on generating leads, supporting qualified candidates to apply to CWI, and responding to CWI communications about completing the admissions and enrollment process. Vendor hand off is complete when a student is fully admitted and successfully meets with an Academic Advisor to register for classes.

2. Provide a general overview of your strategy for connecting students who are not able/interested in attending CWI's Nampa based program to another community college's mechatronics program.
3. Affirm if selected you will comply with Title 4 and FERPA requirements which deal with recruitment practices under the Higher Education Act and confidentiality of student records. These requirements are briefly highlighted in Section 3.2 and 3.3.
4. Describe your involvement and ties to the Treasure Valley Community.
5. Describe if your recruitment strategy includes employment placement services upon completion.
6. Describe if your recruitment strategy will have a focus on underrepresented groups.
7. Describe if and how your recruitment strategy would identify students who are most likely to complete the program.
 - a. CWI's overall retention rate is 57%, and our mechatronics program is consistent with that number. Our goal is to reach an 80% retention rate in the next 3 years.

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 01-2024 Student Recruitment 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. 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, the name of the attorney, a description of the service provided, the time expended, attorneys' fees and expenses. 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 of 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 03-2024 Student Recruitment Services
2. Related Addendums or Amendments to RFP 03-2024 Student Recruitment Services
3. Selected Response Proposal to RFP 03-2024 Student Recruitment 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 03-2024 Student Recruitment Services
4. Related Service Addendums and/or Amendments to RFP 03-2023
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.

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 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.

Signature

Name and Title

Company Name

Address

Date