

COLLEGE OF WESTERN IDAHO REQUEST FOR PROPOSALS

RFP 04-2024

New Building Construction Data Cabling

PROPOSAL DUE: July 12, 2024 AT 5:00 PM MT

FED EX, UPS Delivery. Or Hand Deliver:

College of Western Idaho – Business Office

Attn: RFP 04-2024 New Construction Data Cabling c/o Daniel Reines

Contracts & Procurement Coordinator

6056 Birch Lane

Nampa, ID 83687

Or emailed as a PDF document to danielreines@cw.edu and cc: Contract@cw.edu

RFP document is available at: <http://cw.edu/info/procurement-division-contractspurchasing>

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REQUEST FOR PROPOSALS - New Construction Data Cabling

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 seek proposals from qualified Contractors that can provide a solution for voice and data cabling infrastructure at CWI’s new Health Sciences building. CWI will consider proposals for traditional copper cable plant standards. The floor plan layouts, additional notes and cable plant standard specifications are attached to this document as exhibits. The Proposal requested is for materials and labor.

This RFP will consist of an initial review and scoring of submitted proposals. If CWI finds it necessary, the top scoring proposals will subsequently be invited to a follow-up interview and respond to questions. The top scoring proposal from this initial review or interview will then be selected through an announcement of an Intent to Award RFP to Proposer.

Announcement of an Intent to Award does not represent a guarantee or agreement on the part of CWI to execute an agreement with Proposer.

1.2 AUTHORITY

This RFP is issued under Idaho Code 67-2801 et seq., and Idaho Code Section 33-2107(2). All proposals submitted in response to this solicitation shall be subject to applicable 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 Idaho 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, UPS, Hand Deliver, or Emailed PDF

Vendors providing proposals (Proposers) must deliver all as follows:

1. Proposal materials must be delivered in a sealed package and received on or before **July 12, 2024 at 5:00 PM MST** to the address noted below.
2. All proposal submissions must include one (1) sets in hard copy format or emailed as an attached PDF (Zipped files are accepted).
3. Delivered Proposals should have the following notation on the outside label of the package “RFP 04-2024 New Construction Data Cabling”.
4. Emailed Proposals should be sent to danielreines@cw.edu and cc: contract@cw.edu with the following subject line RFP 04-2024 New Construction Data Cabling.
5. The FED EX, UPS, or hand delivery is to be sent to the following address:

College of Western Idaho – Business Office
 Attn: RFP 04-2024 New Construction Data Cabling
 c/o Contract Group - Daniel Reines
 6056 Birch Lane
 Nampa, ID 83687
6. Proposers may email the CWI Contract group at contract@cw.edu to verify receipt of their responses.
7. 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

| EVENTS | Date and Time* |
|---|-------------------------------|
| Request for Proposal Issued and Advertised | June 26, 2024 & July 3, 2024 |
| Question Period Ends | July 9 @ 5:00 PM MST |
| Questions Posted on CWI Web Page | July 10 by 5:00 PM MST |
| Proposals Due | July 12, 2024 @ 5:00 PM MST |
| Proposal Opening Date | July 15, 2024 @ 10:00 AM MST |
| Initial Evaluation Period | July 15, 2024 – July 19, 2024 |
| Interviews from Top Ranked Proposers – If Necessary | July 22, 2024 – July 26, 2024 |
| Intent to Award Published | No later than July 31, 2024 |

| | |
|--|---|
| | *The noted dates and times are tentative and 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 the CWI Contract Group at danielreines@cwidi.edu and cc: contract@cwidi.edu and write in the subject line of all emails, “**Q&A RFP 04-2024 New Construction Data Cabling**”. All questions must be submitted by **July 9, 2024 at 5:00 PM MST**. Responses to all questions will be posted on CWI’s website (noted below) on **July 10, 2024 before 5:00 PM MST**.

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

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://cwidi.edu/info/procurement-division-contractspurchasing>

2.4 PROPOSAL OPENING

All proposals received by the time and due date will be publicly opened by a designated representatives of CWI on **July 15, 2024 at 10:00 AM MST** 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 publicly announced.

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 for proposal submission.

2.6 WITHDRAWING PROPOSALS

Proposers may withdraw a proposal at any time prior to the proposal deadline by submitting an email to contract@cwidi.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 shall 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. If the exempt status of this information submitted by the Proposer is challenged, the information will not be released until the Proposer has been notified of the challenge and has been given the opportunity to respond. 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.

Emailed responses should be attached as a PDF file.

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 costs associated with the demonstrations 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.

3.2 PROPOSAL CONTENT

The following checklist is provided to assist proposers providing all required documentation requested in this proposal:

| Requirement | Provided? |
|--|-----------|
| Statement that company meets the requirements of Section 3.3 | |
| Appendix A – Signature Block completed and submitted with Proposal | |
| Appendix D – Completed, signed, and submitted with Proposal | |
| Responses to Section 5 provided | |
| Response to Section 7 with a statement of Total Cost | |
| Statement of warranty for materials and service provided | |

This will allow the College’s Evaluators to objectively compare proposals. All proposals should respond directly to all requirements and questions posed in these sections of 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 should be attached as appendices.

3.3 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:

- 3.3.1 Be qualified as an established Proposer regularly engaged in the type of business necessary to fulfill the contract requirements.
- 3.3.2 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.
- 3.3.3 Be able to comply with the required performance schedule, taking into consideration all existing business commitments.

- 3.3.4 Have a satisfactory record of past performance.
- 3.3.5 Have necessary personnel and management capable of performing requirements on a resulting contract.
- 3.3.6 Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

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.

Proposals will be evaluated based on the requirements outlined in this RFP. Section 2, Instructions to Proposers, and Section 3, Submittal Requirements, will be evaluated as Pass or Fail. Proposals receiving a Fail for these sections will be deemed non-responsive and will not be evaluated. The Evaluation Committee may not make its decision solely on the basis of cost. The Evaluation Committee will use the following criteria to evaluate each proposal response. Proposals receiving the most total points from the evaluation will be awarded the contract or placed on a short list. Proposers on the short list will be invited for an interview and answer questions virtually. Initial scoring may be changed based on interviews and question responses. The Intent to Award will be published based on the scores from the Proposal Evaluation Criteria.

| Proposal Evaluation Criteria | Points |
|--|-----------|
| Meets requirements of Section 2 - Instruction to Proposers | P/F |
| Meets requirements of Section 3.3 - Submittal Requirements | P/F |
| Section 5 - Company Summary and experience with contractor | 10 |
| Ongoing maintenance or required training | 10 |
| Total Cost (Section 7) | 45 |
| Statement of Warranty (Section 7) | 10 |
| Total Possible Points | 75 |

4.2 UNRESPONSIVE PROPOSALS

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

- 4.2.1 A submitted proposal may be deemed unresponsive if the Proposer does not specifically offer all services as specified in the RFP.
- 4.2.2 Proposal must acknowledge that all services, terms, and conditions specified in this proposal are included in the quoted proposal price.
- 4.2.3 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 INTERVIEWS & DEMONSTRATIONS

If CWI finds it necessary, Proposers with the highest scores based on proposal review, will be placed on a short list, and invited to an interview and answer questions. After the interview, the evaluation committee may adjust their scores of their initial evaluation as they deem necessary.

4.4 DISCUSSIONS/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.

4.5 CONTRACT PERIOD

The intent of this RFP is to contract with the successful Proposer to complete the requested services in this RFP. Work on this proposal will be in the spring of 2025 as construction on the new building allows and is subject to adjustments.

4.6 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 RFP 04-2024 New Construction Data Cabling. 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. COMPANY SUMMARY

5.1 OVERVIEW

Describe your company and how it would serve the College's Data Cabling needs. In this description please provide you solution to the College's Data Cabling needs.

5.2 STAFF RESOURCES

Proposal must include an explanation of company staff resources and how those staff resources will adequately meet the needs of the College Information provided should include the following:

- Past experience with CWI and other institutions
- Expected time required to complete the work.
- Detailed description of warranty and ongoing support

5.3 REFERENCES

For references, include at least three (3) present or past clients that you have provided similar services

6. RELEVANT COLLEGE LINKS

The following CWI links are relevant to developing Proposer RFPs:

Public Plans and Reports located at:

<https://cwi.edu/info/planning-and-reports>

7.0 TECHNICAL DOMAINS

Provide a statement that you can meet the following specifications detailed in the following Exhibits and a total cost for the services. Also include a statement of warranty for materials and service.

Exhibit A - CWI Health Sciences Floor plans.pdf

Exhibit B - CWI (CAT 6) nCompass Cabling Specv6.pdf

Exhibit C - CWI Health Sciences Copper Cabling RFP Notes.pdf

These Exhibits are posted on our website with this RFP at: <http://cwi.edu/info/procurement-division-contractspurchasing>. You can also request copies by emailing danielreines@cwi.edu and cc: contract@cwi.edu

APPENDIX A SIGNATURE BLOCK

Please return this page with each copy of your submittal.

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

() Proposer has reviewed and understands all terms, conditions, and specifications herein stated.

() The Proposer is qualified to perform work and services as included.

() The pricing contained in the proposal is valid for 120 days from Proposal due date.

Company Name

Address - City, State, Zip Code

Federal Tax ID Number

| | |
|--|-------|
| Printed Name of Person Submitting Proposal | Title |
|--|-------|

Authorized Signature

| | |
|--------------|-------|
| Phone Number | Email |
|--------------|-------|

Date of Proposal Submission

APPENDIX B TERMS AND CONDITIONS OF CONTRACT

The resultant contract will constitute the College's acceptance of the signed and dated proposal in response to the Request for Proposals 04-2024. 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 Proposer agrees to the following terms and conditions, which will be incorporated into any final contract between CWI and Proposer. By submitting an offer, Proposer warrants that it has reviewed these terms and conditions and can abide 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.

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):

- Personnel records, personal information that is non-public, health records, professional discipline records.
- Trade secrets, information protected by copyright laws, patents or pending patent applications, production records.
- Proprietary information both financial and technical, appraisals, proposals, promotional marketing.

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. 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.

6. 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. As a political subdivision of the state of Idaho, the parties acknowledge that CWI is unable to indemnify Proposer for the provision of any services to CWI.

7. 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.

8. 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.

9. TERMS OF PAYMENT

Terms of payment will be negotiated under a 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.

10. 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.

11. INCORPORATION BY REFERENCE

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

- CWI's RFP 04-2024
- Related Addendums or Amendments to RFP 04-2024
- Selected Response Proposal to RFP 04-2024

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:

- Applicable Law
- CWI's RFP 04-2024
- Related Service Addendums and/or Amendments to RFP 04-2024
- Selected Response Proposal

12. 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.

13. 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.

14. 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 the 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 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.

15. PROPOSER’S SIGNATURE

An authorized signature is required in Appendix A for a proposal to be considered eligible. The signature of the representative of the Proposer’s 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. Proposer agrees to abide by all conditions of this solicitation and certifies that the signatory is authorized to sign this proposal for the Proposer and bind Proposer to the terms of the Proposal.

16. APPROPRIATIONS

CWI is a government entity and this Agreement shall in no way or manner be construed to bind or obligate CWI beyond the term of any appropriation of funds by the CWI Board of Trustees. CWI reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the College 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 CWI to continue payments.

APPENDIX C INSURANCE REQUIREMENTS

GENERAL REQUIREMENTS

Proposer 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 five million dollars (\$5,000,000). 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/DEBARMENT

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. Proposer 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. Proposer 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 Proposer; (2) has an ownership interest in the Offeror (other than an owner of less than 1% of Offeror's stock, if Proposer is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Proposer; (4) has received grant, travel, honoraria or other similar support from Proposer; or (5) has a right to receive royalties from the Proposer.

Names _____

DEBARMENT/SUSPENSION STATUS

The Proposer 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 Proposer 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.

Authorized Signature: _____ Title: _____

Name Printed: _____ Company Name: _____

Address: _____ City/State/Zip: _____

Date: _____