

COLLEGE OF WESTERN IDAHO

REQUEST FOR PROPOSALS

RFP 05-2024

Artificial Intelligence (AI) Technologies and Services for Faculty and Students

PROPOSAL DUE: Friday, August 30, 2024 AT 5:00 PM MT
Sealed Enveloped, Hand Delivered, FED EX, or UPS Delivery

College of Western Idaho
Attn: Daniel Reines, Procurement Coordinator
Re: RFP 05-2024 AI Software,
6056 Birch Lane, Nampa, ID 83687

Or, attached in PDF format (zip okay) emailed to

danielreines@cwidi.edu and cc: contract@cwidi.edu

Subject: RFP 05-2024 AI Software

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REQUEST FOR PROPOSALS – ARTIFICIAL INTELLIGENCE (AI) TECHNOLOGIES AND 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

The purpose of this Request for Proposals (“RFP”) is to solicit proposals for artificial intelligence (AI) technologies and services that will be accessed and used by faculty and students in the design, development, and delivery of instruction from qualified entities (“Proposers”). CWI envisions using Frontier AI technologies and services that will integrate with the Blackboard Learning Management System (LMS). For the purposes of this RFP, CWI defines “Frontier AI” as highly-capable, general-purpose foundational AI models that are capable of performing a wide variety of tasks. As of 2024, this includes, but is not limited to, the following:

- Microsoft – Copilot
- OpenAI – ChatGPT
- Anthropic – Claude
- Google – Gemini
- Meta – Llama

CWI is particularly interested in using Frontier AI models to support the application of four types of AI technologies in the design, development, and delivery of instruction:

1. **Generalized AI models** – Copilot, ChaptGPT, Claude, Gemini, Llama.
2. **Specialized GPTs or bots** – AI bots that guide students step-by-step through learning activities that have been designed by faculty.
3. **Web-based AI agents** – AI agents that perform tasks autonomously or semi-autonomously using browser-based tools (e.g. finding web pages about a particular research topic and writing a summary of key ideas).
4. **Computer-based AI agents** – AI agents that perform tasks autonomously or semi-autonomously using applications found on the user’s computer (e.g. using the AI agent in Microsoft’s Copilot+PC to create transcripts of audio and video files on the computer).

CWI must ensure that any AI technologies and services implemented will conform to:

- (a) Federal and state regulations
- (b) Financial aid rules and regulations under the Gramm Leach Bliley Act and Federal Student Aid Regulations of the US Department of Education
- (c) Northwest Commission on College and Universities (NWCCU) accreditation standards

- (d) Family Educational Rights and Privacy Act (FERPA) FERPA law
- (e) Copyright law
- (f) American with Disabilities Act
- (g) Federal rules on Distance Education and Innovation
- (h) Title IX Education Amendment of 1972

1. 2 Authority

This RFP is issued under Idaho Code 67-2801 et seq. All proposals submitted in response to this solicitation by Proposer 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. Sealed envelope or digital proposal materials must be delivered in a sealed package, and received on or before August 30, 2024 at 5:00 PM MT to the address noted on the front title page of the RFP. Sealed Proposals should be clearly labeled “RFP 05-2024 Artificial Intelligence (AI) Technologies and Services” to avoid inadvertent opening of the materials prior to the public opening date.
2. Physical proposal submissions must include one set in hard copy format on standard 8.5x11 paper to allow easy scanning, electronic copy on a USB Flash Drive is optional.
3. Emailed proposals must be attached in PDF format. Zipped files are acceptable if required. Attachments and zip files will not be opened, shared, or viewed prior to the public opening date.
4. The FED EX or UPS delivery is to be sent to the following address:

College of Western Idaho
Attn: Daniel Reines, Procurement Coordinator
Re: RFP 05-2024 AI Software
6056 Birch Lane, Nampa, ID 83687
5. Proposers may email Daniel Reines at danielreines@cwidi.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 after evaluations, interviews have been scheduled, or an intent to award is

posted. 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	August 2, 2024 and August 9, 2024
Question Period Ends	August 22, 2024
Questions and Answers Posted	August 27, 2024 by 5:00 PM MST
Proposals Due	August 30, 2024 by 5:00 PM MST
Evaluation Period	September 2 - 6, 2024
Tentative Interview/Demonstrations for Qualified Proposals	September 9 – 20, 2024
Intent to Award	No later than September 30, 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, Procurement Coordinator, at danielreines@cwidi.edu and cc: contract@cwidi.edu. Please write in the subject line of all emails, “Q&A RFP 05-2024 Artificial Intelligence (AI) Technologies and Services.” All questions must be submitted on or before August 22, 2024 at 5:00 PM MT. CWI will attempt to answer all questions as quickly as possible and all questions and responses will be shared publicly on CWI’s website (noted below) on August 27, 2024 by 5:00 PM MST.

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 representatives of the Evaluation Committee on September 2, 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@cwidi.edu and cc: 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:

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. 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 Content

Each official paper response should clearly indicate the company's name, address, and web address (if applicable). Each response should also include the company's contact(s) responsible for the proposal, their phone numbers, and their email addresses.

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. It is likely that product demonstrations will be by video conferencing.

Proposals must respond to all required items in this proposal. Please ensure that Exhibit A and Exhibit D are completed, signed, and included with your proposal.

This will allow the College's Evaluators to more 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.

3.2 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 they are able to meet the follow requirements** in the proposals:

1. Be qualified as an established Proposer regularly engaged in the type of business necessary to fulfill the contract requirements.
2. The proposer must 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. (if no adverse conditions or circumstances are foreseeable, provide a response stating so.)
3. Be able to comply with the required performance schedule, taking into consideration all existing business commitments.
4. Have necessary personnel and management capable of performing requirements on a resulting contract.
5. 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 table below. If CWI is not able to select a Proposal after the initial evaluation, they may place select multiple Proposals receiving the most total points to be placed on a short list. Proposers on the short list will be invited for an interview and demonstration of their products. Upon completion of all interviews and demonstrations, the CWI evaluation team may adjust their initial evaluation score. At CWI discretion they may choose to issue an Intent to Award to the Proposer receiving the highest score.

Proposal Evaluation Criteria

Qualifying Criteria		
1	The Proposal will support or integrate with assistive technology and accessibility tools for persons with disabilities.	P/F
2	The Proposer provided responses to all requirements in Section 3.2 and returned signed Appendix A and Appendix D	P/F
Scored Criteria (Section 5)		
3	Response to Question 15 has been evaluated by CWI IT and determined that it adheres to strict privacy and security standards to ensure the safety of the existing information technology infrastructure.	20
4	Responses to Question 13 and Question 14 will be reviewed by CWI Legal and evaluated based on how CWI perceives Proposer’s ability to adapt quickly to new or changing laws or CWI policies regarding Ai technologies and services.	20
5	The Proposal technology has easy, user-friendly access for faculty and students (access to the software via the Blackboard LMS will be preferred).	20
6	The Proposal technology and services will give students and faculty access to the latest versions of one or more Frontier AI models, including any updates to the models during the contract period.	20
7	The Proposal allows faculty and students to engage in a wide variety of instructional activities. (Scoring will be based on CWI’s perceived total value of the quality, not quantity, of the instructional activities.)	20
8	The Proposal technology and services will provide timely responses and feedback. (For example, faculty and students should not have to wait more than a few seconds for responses to simple prompts.)	20
9	There is sufficient documentation, technical support, and training to ensure that faculty and students can successfully access and use the technology.	20
10	Ongoing customer support and technical troubleshooting assistance. (Preference will be given for access to live human support if issues cannot be resolved through automated systems.)	20
11	The Proposal technology interface, navigation, and use is easy to understand and user-friendly.	20
12	Total cost (implementation and on-going costs) and CWI’s perceived value to students and faculty.	20

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 Interviews and Demonstrations

If CWI finds it necessary, Proposers with the highest scores after the initial review will be invited to interview and provide a demonstration of their proposed technologies and services. The focus of the demonstration will be to see how the technology is accessed, how it operates, and answer any follow up questions the CWI Evaluation team 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 and demonstration.

4.4 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.

4.5 Contract Period

The intent of this RFP is to contract with the successful Proposer for one (1) year with the option to renew for three successive one year periods. The contract may be extended under the same terms and conditions. Each option to renew must be in writing and signed by both parties.

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 Request for Proposals 05-2024 Artificial Intelligence (AI) Technologies and Services. This RFP, its appendices and any amendments, and the Proposal submitted by the successful Proposer will be incorporated into and become part of the final 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. Evaluation Questions

Please use the following format to provide a response to the following instructions and questions. The questions numbers correspond to the evaluation criteria above and scorecards that will be used by the CWI Evaluation Team.

Introduction:

Please describe your company, staff resources, references, history, and experience.

Question 1 Please describe how the technology and services will adhere to strict privacy and security standards to ensure the safety of the existing information technology infrastructure.

Question 2 Please describe how the technology and services will ensure student confidentiality in line with FERPA laws and accreditation guidelines, as well as other relevant laws. (For example, does it provide commercial data protection to ensure student information and student work is not used for training current or future AI models?)

Question 3 Do the technology and services comply with copyright laws and allow for fair use by faculty and students?

Question 4 Please describe how the technology and services will ensure accessibility for persons with disabilities.

Question 5 Please describe how students and faculty will access the technology and services, including how they will be able to interact with each other. Will this technology integrate and allow access via Blackboard?

Question 6 Please describe what Frontier AI model(s) the technology and services use. Do the technology and services include access to the most current updates, the latest capabilities, and on-going upgrades as the Frontier AI models evolve?

Question 7 Please describe the variety of tools and functions that students and faculty will have access to that can enhance the learning experience. (For example, will the technology and services allow faculty to create a variety of AI bots that follow specific instructions that will allow students in discussion groups to interact with each other and with the bots in different ways? What will the technology look like from the student's perspective?)

- Question 8** Please describe the average response time of the AI technology to prompts from the faculty and students.
- Question 9** Please describe the documentation, technical support, and training that will be available to faculty and students.
- Question 10** Please describe the customer service and on-going support that will be provided. CWI will prefer access to live human support if issues cannot be resolved through automated systems.
- Question 11** Please provide a demonstration of the interface by providing either (a) screenshots, (b) a short YouTube video link, or (c) other way to give the team a visual representation of how the interface operates. (This area will be evaluated on how user-friendly the interface is perceived by the Evaluation Team).
- Question 12** Please describe the process and timeline for implementation including a breakdown of the total costs for 1 year.
- Question 13** As AI technology continues to quickly develop resulting AI regulations, industry practices, and CWI policy are certain to change and develop at a rapid pace. Please provide a statement of your ability to adapt and work with CWI to remain regarding AI legal issues, including but not limited to, data security, copyright infringement, and privacy.
- Question 14** What are your polices to ensure your product and service complies with applicable federal and state laws as it pertains to data security, FERPA, copyright infringement, and privacy?
- Question 15 IT Security:**
- **Security Framework:** To which security framework do you align? Examples: National Institute of Standards and Technology Cybersecurity Framework(NIST CF), NIST 800-171/CMMC, State Requirements, Personal Identifiable Information(PII), Center for Internet Security Standards(CIS), ect.
 - **Data Collection:** What types of data will your software collect, and what are the purposes for collecting each type of data?
 - **Data Storage:** How and where is the data stored? What measures are in place to ensure the security of stored data?
 - **Data Processing:** Describe how the data will be processed by your AI technologies, including any transformations or analyses performed.
 - **Data Sharing:** Explain under what circumstances, if any, data will be shared with third parties. How is data protected during such transfers?
 - **User Consent and Control:** How do you obtain user consent for data collection and processing? What mechanisms are in place for users to control their data, including access, correction, and deletion?
 - **Data Security:** Describe the security protocols and technologies implemented to protect data from unauthorized access, breaches, and cyber threats, including encryption methods for data at rest and in transit.

- **Incident Response:** Outline your incident response plan in the event of a data breach or security incident, including detection, containment, investigation, and notification procedures.
- **Risk Management:** Describe your approach to continuously monitor, assess, and mitigate potential security risks associated with data usage in your AI technologies.
- **Access Control:** What is the minimum level of access to the system or data that your AI technology will require? How do you ensure that your AI technology is contained and doesn't grant itself any more access than what is required?
- **Employee Training:** Detail the training programs and policies in place to ensure that your employees are aware of and adhere to privacy and security best practices related to data handling.

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:

- () 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.

Signature

Name and Title

Company Name

Address, City, State, Zip Code

Phone Number and Email

Federal Tax ID Number

Date of 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 05-2024. 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 following terms and conditions will be incorporated. By submitting an offer the Proposer warrants they have 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

- a. 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.
- b. 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.
- c. 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.
- d. 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 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.

7.

- e. HIPAA: If at any time during the course of activities under this agreement, the Proposer is provided access to Protected Health Information (PHI), the firm shall comply with the Standards for Privacy of Individually Identifiable Information under the Health Insurance Portability and Accountability Act of 1996 contained in 45 CFR Parts 160 and 164 (the “HIPAA Privacy Standards”) as of the effective date of the HIPAA Privacy Standards on April 14, 2003 or as later determined. The Proposer will use all security and privacy safeguards necessary to protect Protected Health Information (PHI), as defined by HIPAA, and shall immediately report to the College all improper use or disclosure of PHI of which it becomes aware.
- f. 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.
- g. Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten 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 defined in Idaho Code section 67-2346 shall have the meaning defined therein.
- h. Contractor warrant and represents that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of any individual or company because the individual or company:
 - (a) Engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
 - (b) Engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code.

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.

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.

6. 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 05-2024 for AI Software and Appendices
2. Related Addendums or Amendments to RFP 05-2024 AI Software
3. Selected Response Proposal to RFP 05-2024 AI Software

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. Applicable Law
2. CWI's RFP 05-2024 AI Software and Appendices
3. Related Service Addendums and/or Amendments to RFP 05-2024
4. 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. Proposer Signature

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

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 Proposer 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 Proposer to procure and maintain required insurance shall constitute a material breach of contract upon which the College may immediately terminate this agreement.

PROFESSIONAL LIABILITY

Proposer 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

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

CYBER INSURANCE

Proposer shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security breach of privacy perils, as well as breach notification costs and legal defense) in an amount not less than \$1,000,000 per occurrence . Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years after services are completed by Proposer.

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 Offeror; (2) has an ownership interest in the Proposer (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.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and 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 Proposer 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