

## College of Western Idaho

# Request for Proposals Digital Marketing Services

RFP 01-2017

**Dated:** January 30, 2017

**Response Due: February 21, 2017 at 5:00 p.m.**

**Mail sealed proposals to:**  
College of Western Idaho  
Attn: RFP Digital Marketing Services  
MS 1000, P.O. Box 3010  
Nampa, ID 83653

**FED Ex, UPS or Hand Deliver to Physical Address:**  
College of Western Idaho  
Attn: RFP Digital Marketing Services  
6056 Birch Lane, Suite 200  
Nampa, ID 83687

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## REQUEST FOR PROPOSALS DIGITAL MARKETING SERVICES

### 1. INTRODUCTION/PURPOSE

The College of Western Idaho (CWI) is a public, open-access and comprehensive community college, providing higher education programs to residents of Western Idaho, with campuses currently located in Nampa, Boise and Fruitland, Idaho. CWI is committed to providing affordable access to quality teaching and learning. CWI 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. CWI 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.

CWI is soliciting proposals from full service digital marketing providers. The purpose of this RFP is to find a digital marketing provider to collaborate with our Marketing Department on various campaigns and initiatives for the college. The services will include: Reporting, Email Campaigns, Vendor Representation, Vendor Website Advertising, Social media Marketing, Audience Targeting, Mobile Advertising, and Creative Support.

### 2. INSTRUCTIONS TO PROPOSERS

#### 2.1 Submittal Directions

All proposals will be forwarded by e-mail subject line **RFP Digital Marketing Services** and should be directed to Janet Gonzalez, at [janetgonzalez@cwidaho.cc](mailto:janetgonzalez@cwidaho.cc) Proposer's will receive a response e-mail that proposal was received. If this response is not received by Proposer, call **(208) 562-3439**. Five sets (one original and four copies) in hard copy format of the proposal for Digital Marketing Services are also required. Both electronic version and hard copies must be submitted on or before **February 21, 2017 at 5:00 PM MT** to either of the addresses shown below:

**Mail to:**  
**College of Western Idaho**  
**Attn: RFP Digital Marketing Services**  
**MS 1000, P.O. Box 3010**  
**Nampa, ID 83653**

**Fed Ex, UPS or Hand deliver to Physical Address:**  
**College of Western Idaho**  
**Attn: RFP Digital Marketing Services**  
**6056 Birch Lane, Suite 200**  
**Nampa, ID 83687**

Proposers are responsible for ensuring that proposals are received at CWI by the due date and time as stated above, whether electronic, mailed, parcel or hand delivered. Proposals must be in a sealed package. One set is to be clearly marked 'original' and is to become the official file copy.

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

**2.2 Schedule of Events**

Event	Date and Time <sup>1</sup>
Request for Proposal Issued and Advertised	January 31, February 1, February 2 and February 7, 2017
Question Period Ends	February 14, 2017
Proposals Due	February 21, 2017
Proposal Opening Date	February 22, 2017
Evaluation Period	February 22 to March 3, 2017
Intent to Award	March 8, 2017
Tentative Commencement of Contract	March 15, 2017
	<sup>1</sup> The noted dates and times are tentative and subject to change.

**2.3 Contact with College Personnel**

All communications by Proposer shall be made via the below named contact. No other communication with CWI should occur until interviews have been scheduled. Address all communications in writing or email concerning this RFP to:

**Contact Name: Janet Gonzalez, Sr. Analyst Contracts**  
**Address: MS 1000, P.O. Box 3010, Nampa, ID 83653**  
**E-mail Address: [janetgonzalez@cwidaho.cc](mailto:janetgonzalez@cwidaho.cc)**

Please enter as the subject line of your email **“Q&A RFP Digital Marketing Services”** All questions must be submitted by **February 14, 2017 at 5:00PM MT**. If you do not intend to submit a question but would like to receive the question/answer document, please send an email and use the subject line **“Q&A Digital Marketing Services.”** Answers to questions will be posted on CWI web site under Purchasing Notices. 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 at the CWI website. Please check for updates/amendments at:**

<http://cwidaho.cc/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 **February 22, 2017 at 9:00 AM MT** at the CWI Administration Building, 6056 Birch Lane, Suite 200, Nampa, Idaho. At the time of opening, only the names of the Proposers will be shared.

Upon receipt of proposals, an evaluation committee will select qualified candidates based on criteria contained herein. The RFP Evaluation Committee reserves the option to request a presentation from the Proposer(s).

#### 2.5 Errors in Proposals

The College 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 [janetgonzalez@cwidaho.cc](mailto:janetgonzalez@cwidaho.cc) 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. The 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 actually be entered into by any parties and the College expressly reserves the right to:

- Request additional information and data from any or all Proposers.
- Supplement, amend, or otherwise modify the RFP or cancel this request with or without the substitution of another RFP.
- Disqualify any Proposer who fails to provide information or data requested herein or who provides inaccurate or misleading information or data.
- Disqualify any Proposer on the basis of any real or apparent conflict of interest.
- Disqualify any Proposer on the basis of past performance on other projects.
- The 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.
- The College shall have the sole discretion to select one or none of the vendors 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 proposals or from the Proposer may be open to public inspection and copying unless exempt from disclosure. Proposers shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. CWI assumes no liability for disclosure of proprietary material submitted by Proposers. Proposer shall not label an entire document as a "trade secret," merely because a portion of that document is or may be a trade secret. If any exempt information becomes the subject of a

public records or other such request for production, CWI will notify the Proposer and, upon the execution of an agreement to defend and indemnify CWI, will allow the Proposer to address the public records or other request on behalf of CWI in the appropriate forum.

### **3. SUBMITTAL INCLUSIONS**

#### **3.1 Proposal Format**

Each official paper response should be bound separately in a simple, effective manner, and printed on standard 8½ x 11 inch paper clearly indicating the name, phone number and e-mail address of the Proposer contact(s) responsible for the proposal, along with the company name, address, phone number, fax number, and web address.

The Proposer must provide written, point-by-point narrative responses to each proposal requirement; simply stating "agreed" or "complies" is not acceptable. Supplemental technical information, product literature, and other supporting materials that further explain or demonstrate the Proposer's capabilities may also be included within the proposal response.

All Proposers to this RFP are responsible for all costs associated with the preparing of their proposal, answering all questions, and providing the College with requested information. CWI is under no obligation to incur or reimburse any Proposer for any proposal costs.

#### **3.2 Proposal Content**

The proposals should include a detailed table of contents that follows the sections outlined in Section 5, Required Service Capabilities and Section 6, Proposal Requirements. This will allow the 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. The emphasis should be on clarity and brevity. Any additional material that 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 the 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:

- Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract.
- Be able to comply with the required performance schedule, taking into consideration all existing business commitments.
- Have a satisfactory record of past performance.
- Have necessary personnel and management capable of performing requirements on a resulting contract.
- Be qualified as an established vendor regularly engaged in the type of business necessary to fulfill the contract requirements.
- 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 company 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 Inclusions, 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 their decision solely on the basis of cost. The Committee will use the following criteria to evaluate each proposal on their responses. The proposals receiving the most points totaled from each evaluation will be considered for the contract award.

<b>Criteria</b>	<b>Points</b>
Meets requirements of section 2 and 3.	<b>P/F</b>
Ability to provide reporting found in Section 5.2.	<b>P/F</b>
Meets minimum requirements found in Section 6.4.2.	<b>40</b>
Vendor's ability to meet capabilities outlined in Sections 5.3, 5.5, 5.6, 5.7, 5.8, 5.9, and 5.10.	<b>40</b>
The depth of organization and representative's experience in higher education digital marketing and digital marketing industry as found in Section 6.4.1.	<b>35</b>
Ability for vendor representation to meet services as found in Section 5.4.	<b>30</b>
Comprehensive and reasonable fees as outlined in Section 6.5.	<b>25</b>
Vendor has certifications and access to Search Engine Marketing (SEM) tools found in Section 5.1.	<b>20</b>
<b>Total Possible Points</b>	<b>190</b>

**4.2 Unresponsive Proposals**

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

- A submitted proposal may be deemed unresponsive if the Proposer does not specifically offer all services as specified in the RFP.

- The proposal must acknowledge that all services, terms and conditions specified in this proposal are included in the quoted price.
- 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/Negotiations

The 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.

#### 4.4 Contract Period

The intent of this RFP is to contract with the successful firm for two and half annual terms for fiscal years ending June 30, 2017, June 30, 2018, and June 30, 2019. At the end of the two and a half year terms (June 30, 2019), the College shall have the option to renew based on performance review and criteria identified in Section 4.1 Evaluation Criteria. The contract may be extended under the same terms and conditions for one (1) year intervals for a total of five and half years, that date being June 30, 2022. Such option to renew must be in writing.

#### 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.**

### 5. REQUIRED SERVICE CAPABILITIES

#### 5.1 Search Engine Marketing (SEM)

Google Partner and Certified Google AdWords Professionals.

48 hour implementation of change requests in key terms, groups, and budget.

Pay Per Click on Google/Bing/Yahoo Search Engines.

Monitor and manage key terms provided by the College to maximize budgets, identify new key terms, and provide feedback to the College as a professional consultant.

#### 5.2 Reporting

Monthly and end of campaign reporting of digital marketing activities to include:

- Spend by channel and campaign if applicable.
- Clicks / Views
- Impressions
- Opens if applicable Links to dynamic reporting of digital marketing activities.

#### 5.3 Email Campaigns

Bulk email system that allows for HTML email design.

Access to email addresses for people in the Boise DMA®. With the ability to segment by demographics, geography, interests, and behavior.

Guaranteed 8% open rate on emails or 1% click through rate. If guarantee is not met, a subsequent email will be provided to the college as a follow up at no cost.

#### **5.4 Vendor Representation**

Digital Sales Manager that is able to attend regular in-person meetings at no charge to the College.

Digital Support Coordinator that is able to attend regular in-person meetings at no charge to the College.

National support team overseeing all digital marketing services.

Maximum of one business day response to inquiries from the College.

The College will have access to the Digital Support Coordinator, and Digital Sales Manager by phone, email, and in-person meetings at no additional cost to the College.

Vendor representatives will have the skill sets required to provide consultation on digital marketing and how to apply it to the Boise DMA®.

#### **5.5 Vendor Website Advertising**

Provide access to a Boise DMA® news website that will provide:

- Display banner ads
- In banner video ads
- Homepage takeover
- Sliding billboard
- Native content advertising
- Advertorial sponsorships

#### **5.6 Social Media Marketing**

Expertise and experience in social media advertising across these channels: Facebook / Instagram / YouTube / Twitter / LinkedIn / SnapChat.

Ability to manage and execute social media contests.

Provide consultative services for social media channels.

#### **5.7 Audience Targeting**

Access to digital inventory across multiple platforms that can be used through the following models and platforms:

- Demographics / Geo-targeting
- Behavioral
- Contextual
- Retargeting
- Look-alike Modeling
- IP Targeting
- Display Ads
- In-stream Digital Video
- Desktop, Tablet, Mobile – Browser and In-App

## 5.8 Mobile Advertising

Access to the following mobile advertising solutions:

- Geo-fencing / Geo-targeting
- Geo-retargeting
- Local news In-App sponsorships
- SMS Marketing including contests

## 5.9 Creative Support

Support the College with the following design services:

- Advertising design including jpg, gif, rich media, HTML5 display banner ads
- Consultation on best practices for ad design and content

## 5.10 Hyperlinks

All hyperlinks in advertisements and emails must be able to utilize Uniform Resource Locators (URLs) that contain Urchin Tracking Module (UTM) codes provided by the College. These URLs with UTM codes attached shall not be modified by the vendor for their own tracking.

All hyperlinks will be directly targeted at College owned online resources. Hyperlinks should not be redirected through any other websites or online resources established by the vendor.

## 6. PROPOSAL REQUIREMENTS

### 6.1 Company Description

Describe your company and how it would serve the College of Western Idaho's digital marketing service solutions. In this description please provide the following:

- The length of time your company has been providing digital marketing services.
- Higher Education Institutions currently or recently using your services.
- Financials

## 6.2 Staff Resources

Proposal must include an explanation of company staff resources and how those staff resources will adequately meet the digital marketing service needs.

## 6.3 References

For references, include at least three (3) present clients. Include contact name, title, address, telephone number, and e-mail address for each reference. Indicate the areas in which the reference is related to higher education (if applicable) and length of service to date.

## 6.4 Minimum Requirements

Proposers must provide the following mandatory information:

### 6.4.1 Vendor Experience

- Vendor experience digital marketing of post-secondary educational offerings.
- Vendor representative with a minimum of 10 years of experience in digital marketing in the Boise DMA®.

### 6.4.2 Product and Service Expectations

Annual proposal to include the following activities:

#### SEM – 12 Months

- Constant keywords – 8 groups that contain an average of 34 keywords.
- Variable keywords – 21 groups that contain an average of 18 keywords. Each group will run for an average of 8 weeks per year.
- The average for each month over a 12 month period should be a minimum of 120,000 impressions and a minimum of 1,100 clicks.

#### YouTube – 12 Months

- Placement of a pre-produced 0:15 spot.
- The average for each month over a 12 month period should be a minimum of 25,000 impressions and a minimum of 5,600 completed views.

#### Mobile Geofencing – 4 Campaigns Annually

- Each campaign will be targeted at specific areas such as high schools, college campuses, local events, etc.
- Campaigns will run between 1 to 21 days depending on goals.
- Example campaign to provide a cost for:
  - Eight day campaign.
  - Mobile display ads in relevant mobile channels for 15 to 18 year olds.
  - Target 16 local high schools in the Ada and Canyon County area that are 5A and 4A classified schools.
  - Achieve over 130,000 impressions and a click through rate of 0.18%

#### Email Campaign – 4 Campaigns Annually

- List size – 25,000
- Demographics: Parents with high school aged children in the house (kids aged 17-18); parents who have young adults living with them (age 18-20); college seekers (age 18-25); job seekers (aged 18-35), income \$15k - \$25k

- Geographic zip codes: 83706, 83709, 83651, 83652, 83653, 83686, 83687, 83642, 83646, 83680, 83605, 83606, 83607
- Minimum 11% open rate.

**6.5 Fees**

The proposal shall contain all estimated costs for providing the scope of services contained in Section 6.4.2 for one annual year for the College.

\*Fee calculations based on annual activities listed above.

Products and Services	March 15, 2017 to June 30, 2017 (pro-rate based on number of months)	July 1, 2017 to June 30, 2018	July 1, 2018 to June 30, 2019
SEM – 12 Months			
YouTube – 12 Months			
Mobile Geofencing – 4 Campaigns Annually			
Email Campaign – 4 Campaigns Annually			
All other Services			
Total Costs For Products and Services			



## Appendix A General Terms and Conditions

The following terms and conditions will be incorporated into any contract based on this Request for Proposals. By submitting an offer the Proposer warrants they have reviewed these terms and can abide by them upon any acceptance of a Proposal by CWI.

### 1. GOVERNING LAW/JURISDICTION

Any contract resulting from this RFP shall be governed in all respects (validity, construction, capacity, performance) by the laws of the state of Idaho. 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 comply with all requirements of federal, state and local laws and regulations applicable to Proposer, Proposer's Service or to the Property provided by Proposer pursuant to this Agreement. For the duration of the Agreement, the Proposer shall maintain in effect and have in its possession all licenses and certifications required by federal, state and local laws and rules.

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#### 2.1 NON-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 handicapped individual in the United States shall, solely by reason of his handicap, 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.

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#### 2.2 VERIFICATION

Proposer's obligations under this section include the verification process under the Federal Immigration Reform and Control Act of 1986 and Idaho Code Section 67-7903 requiring documentation of lawful presence for all employees.

### 2.3 DRUG FREE WORKPLACE

CWI has a strict policy of maintaining an alcohol and drug free workplace which requires that all employees report to work fit to perform their jobs and prohibits the use, possession or being under the influence of alcohol or illegal drugs during working hours, on CWI property, or while on CWI business at any time. All employees and agents of the College will be required to adhere to the CWI Alcohol and Drug-free Workplace policy.

### 2.4 CONFLICT OF INTEREST

No employee, officer, or agent shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. All employees will be required to adhere to the CWI Conflict of Interest policy.

## 3. CONFIDENTIAL INFORMATION

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

“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, bids, promotional marketing.
- Student information protected by FERPA.

## 4. STANDARD OF PERFORMANCE

The parties acknowledge that CWI 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 perform the services in the manner of one who is a recognized specialist in Digital Marketing Services. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties. The Proposer shall devote such time to performance of its, her, or his duties under this Agreement as is reasonably necessary for the satisfactory performance of such duties within the deadlines set forth herein. Nothing in the foregoing shall be construed to alter the requirement that time is of the essence in this Agreement.

## 5. INDEPENDENT CONTRACTOR STATUS

The parties understand and agree that each is an independent contractor engaged in the operation of its own respective business, that neither party shall be considered an agent, master, or servant of the other party for any purpose whatsoever and that neither has any general authority to enter into any contract, assume any obligations, or to make any warranties or representations on behalf of the other. Proposer shall be responsible for all labor taxes, insurance including worker's compensation coverage for its employees and any entitled benefits including but not limited to vacation pay, sick leave, retirement benefits, health, life, dental, disability and unemployment insurance benefits.

## 6. INSURANCE

During the term of this agreement the Proposer will maintain the following forms of insurance:

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### 6.1 COMMERCIAL GENERAL LIABILITY

The Proposer shall maintain through the term of this Agreement, Commercial General Liability Insurance with a combined single limit for bodily injury and property damage of one million dollars (\$1,000,000) each occurrence.

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### 6.2 ERRORS AND OMISSIONS

The Proposer shall maintain Errors and Omissions with limits not less than one million dollars (\$1,000,000) each occurrence.

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### 6.3 AUTOMOBILE INSURANCE

If a vehicle is to be used for the service covered by this agreement, Commercial Automobile Liability Insurance with a combined single limit for bodily injury and property damage of one million dollars (\$1,000,000) each occurrence to include coverage for all owned, non-owned and hired vehicles is required.

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### 6.4 WORKER COMPENSATION

The Proposer shall maintain workers compensation and employer's liability insurance. The commercial umbrella and/or employer's liability limits shall meet statutory limits and as required by law.

## 7. INDEMNIFICATION

Proposer shall defend, indemnify and hold harmless CWI its officers, board members, agents and employees from any and all third party claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Proposer, its employees, agents, or subcontractors under this Agreement that cause death or injury or damage to property, or arise out of a failure to comply with any state or federal statute, law, regulation or act. Proposer need not indemnify CWI or its officers, board members, agents and employees from the damages proximately caused by and apportioned to the negligence of CWI or its officers, board members, agents and employees.

#### 8. PATENT AND COPYRIGHT INDEMNIFICATION

Proposer will defend, at its expense, a third-party action, suit or proceeding against CWI to the extent such claim is based upon an allegation that any work product developed under the terms of this Agreement, as of its delivery date, infringes a valid United States patent or copyright or misappropriates a third party's trade secret. Proposer will indemnify CWI for any judgments, settlements and reasonable attorney's fees resulting from a claim as provided in this section.

#### 9. DISPUTE RESOLUTION

Before commencing litigation, each Party agrees to notify the other Party of any dispute arising out of or relating to this Agreement, and to attempt to resolve any such dispute by negotiation. The Parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

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.

#### 10. TERMS OF PAYMENT

Invoices will be submitted to CWI which clearly delineate what services are being billed for and during what period. Invoices will be paid by the College on a net thirty (30) payment basis.

#### 11. TAX EXEMPT STATUS

CWI is generally exempt from payment of state sales and use taxes and from personal property tax for property purchased for its use. A State Sales Tax exemption form will be issued in the event of a contract award.

#### 12. ASSIGNMENT OF RIGHTS

Neither party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party. Consent shall not be unreasonably withheld or delayed if assignee can meet all terms under this contract. 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 Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

### 13. INTEGRATION

This Agreement, together with all Appendices, Exhibits, Service Agreements and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any other incorporated documents, the following order of precedence shall govern:

1. CWI Request for Proposals
2. Selected Response Proposal
3. Related Negotiated Agreements

### 14. AMENDMENTS TO AGREEMENT

This Agreement 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

#### 15.1 TERMINATION FOR CAUSE

If a Party is not performing within the terms and conditions set forth by the Agreement, the other Party will notify the Proposer that the contract will be terminated within **thirty (30) days** for breach if not cured within that **thirty (30)** day time frame. Any such notice or demand hereunder shall be implemented by registered or certified mail, return receipt requested and shall be deemed communicated forty-eight hours after mailing.

#### 15.2 TERMINATION WITHOUT CAUSE

This Agreement may be cancelled in whole or in part by CWI without cause by giving **sixty (60)** days prior notice in writing to the other party.

If this Agreement is terminated all work product produced as of termination date shall be provided to CWI. Proposer, upon providing an invoice with breakdown of services, will receive payment for services rendered as of termination date based on fee schedule to be negotiated.

### 16. MULTI-YEAR CONTRACTS

CWI is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate CWI beyond the term of any particular appropriation of funds by the CWI Board of Trustees. If the funds anticipated for continuing fulfillment of this Agreement are, at any time, not forthcoming or insufficient, through the failure of the CWI governing body to appropriate funds, CWI shall have the right to immediately terminate this Agreement without damage, penalty, cost or expense to CWI of any kind whatsoever. CWI shall provide thirty (30) days prior notice to Proposer of such non-appropriation.

#### 17. PROPOSER'S SIGNATURE

An authorized signature is required under Section 7 *Signature Block* for a proposal to be considered eligible. Proposer's signature on the face of this solicitation certifies that this proposal is made without prior understanding, agreement, 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.