



**REQUEST FOR PROPOSALS
FIELD HOUSE
RFP #26-05**

Release Date:	<u>June 11, 2026</u>	2:00 PM PDT
Last Day for Questions:	<u>June 19, 2026</u>	5:00 PM PST
Due Date:	<u>July 1, 2026</u>	5:00 PM PST

Responders are required to respond to this RFP solicitation electronically either by email to nicpurchasing@nic.edu or through Public Purchase. The subject line of any questions or email submissions shall state: *REQUEST FOR PROPOSALS RFP #26-05 – FIELD HOUSE*. All required response documents are to be completed and submitted before the stated due date and time. Responses submitted by mail or in person will not be accepted.

It is advised that responders not wait until the last day to start submitting RFP responses. Responders may edit up until the due date and time.

All communications regarding this RFP and the selection process must be coordinated through NIC Purchasing via email. Any individual or vendor that contacts any member of the campus, a member of the North Idaho College Board of Trustees, or any North Idaho College Administrator except NIC Purchasing, may be disqualified from further consideration.

NIC Purchasing
North Idaho College
Office of Finance and Business Affairs
1000 W. Garden Ave.
Coeur d'Alene, ID 83814
nicpurchasing@nic.edu

Respondents are notified that North Idaho College reserves the right to reject any and all parts of the RFP.

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1. Introduction:

A. Purpose of Proposal:

North Idaho College (NIC) is soliciting proposals from qualified design-build teams to design and construct a field house.

NIC seeks a planning partner who can provide strategic leadership, technical expertise, and collaborative engagement to align physical development with institutional mission, enrollment trends, student success priorities, and fiscal realities.

B. College Profile:

North Idaho College (NIC or the College) is a community college located in the panhandle of Idaho in the City of Coeur d'Alene, Idaho. NIC is Idaho's oldest public community college, having been founded in 1933 as Coeur d'Alene Junior College. It began with a faculty of nine and held its classes on the third floor of the City Hall. It was financed entirely from public contributions. In January 1939, the state legislature passed the Junior College Act, which permitted qualified areas to establish junior college districts by a vote of eligible electors. Coeur d'Alene Junior College became North Idaho Junior College in June of 1939. On July 31, 1971, the College changed its name to North Idaho College. NIC's service area is the Idaho panhandle, which includes Kootenai, Benewah, Bonner, Shoshone, and Boundary counties.

NIC meets the diverse educational needs of students, employers, and the northern Idaho communities it serves through a commitment to student success, educational excellence, community engagement, and life-long learning. As a comprehensive community college, North Idaho College strives to provide accessible, affordable, and quality learning opportunities. North Idaho College endeavors to be an innovative, flexible leader recognized as a center of educational, cultural, economic, and civic activities by the communities it serves.

NIC offers Associate of Arts and Associate of Science degrees in various college transfer programs and Associate of Applied Science degrees and technical certificates in its career-technical programs. Many credit courses are offered evenings and during the summer on the NIC campus and at outreach sites. NIC's enrollment in credit courses is approximately 6,600 students annually. NIC also includes a contemporary Workforce Training/Community Education Center, which is located in the Riverbend Commerce Park in nearby Post Falls. Noncredit classes and workforce training programs serve another 4,500 students each year.

The College is accredited in all instructional areas by the Northwest Commission on Colleges and Universities and the Idaho State Division of Career Technical Education. Eight of our health profession programs are also accredited by their corresponding accreditation bodies.

The College operates a full-year Head Start Program under a federal grant. The Head Start Program provides comprehensive early child development for disadvantaged preschool children and their families.

The College operates an office on Aging and Adult Services. This office has been charged with the responsibility of coordinating a comprehensive program for all senior citizens in the five-county area of North Idaho. Funding is primarily received through federal grants under Title III of the Older Americans Act of 1965.

The College operates under the authority of Idaho Statute Title 33, Chapter 21 for Junior Colleges. These statutes embody considerable requirements and guide day-to-day operations and governance.

The College's Administrative Offices are at 1000 West Garden Ave, Coeur d'Alene ID. Dr. Nick Swayne is the college's President. He oversees a cabinet made up of administrators across campus divisions who oversee the day-to-day operations of the college.

The College is governed by a volunteer five-member board of trustees who are elected at large from within Kootenai County for staggered, four-year terms. The board of trustees derives its authority from statutes enacted by the legislature of the State of Idaho. The board is subject to the provisions of the Constitution of the State of Idaho, the rules and regulations of the State Board of Education as they apply to community colleges, and the Board's policies and procedures.

C. Facilities Profile:

North Idaho College is balancing near-term facilities priorities—such as athletics, student services, housing, and targeted renovations—with longer-term goals related to enrollment growth, campus identity, infrastructure capacity, accessibility, sustainability, fundraising, and community engagement.

The College owns a total of 136 acres and maintains more than 872,000 square feet of facilities. Its main campus, located in Coeur d'Alene, Idaho, encompasses 78 acres and approximately 657,000 square feet of building space.

In addition to the main campus, the College owns a 14.5-acre site in Post Falls, where it operates Workforce Training programs within a 31,000-square-foot facility. The College also operates a 110,900-square-foot facility in Rathdrum, Idaho, situated on a 40-acre parcel.

The most recent significant capital project was a 16,000-square-foot addition to the Meyer Health Science Building, completed in 2021. The oldest building on campus is McLain Hall, constructed in 1950.

2. Required Services/Scope of Work – Campus Field House Project

A. Project Overview

Design and construct a multi-purpose campus field house to support athletics. The facility will accommodate indoor sports, and training, while aligning with campus standards and long-term operational goals.

B. Project Objectives

- Provide year-round indoor athletic space specifically for softball and soccer
- Support recreational activities
- Create flexible event space for campus
- Enhance student engagement and wellness
- Ensure durability, safety, and energy efficiency

C. Facility Components

- Building Size: 60' x 120' (7,200 sq ft) | Heated Only | Standard Insulation | No Cooling | No Sprinklers
- LED Lighting & Controls
- Heating Only (unit heaters or radiant)
- HVLS Fans (2 large units)

D. Support Spaces

- Restrooms (including mop sink, bottle fill water fountain)

E. Site Development

1. Site Preparation

- Survey and geotechnical investigation
- Site clearing and grading
- Utility connections (water, sewer, storm, electrical, telecom)

2. External Features

- ADA-compliant pathways
- Outdoor lighting and signage
- Landscaping and drainage systems

F. Engineering Services

- Structural engineering (long-span roof systems)
- Mechanical (HVAC for large-volume spaces)
- Electrical (lighting, scoreboard systems, AV)
- Plumbing and fire protection

G. Technology Integration

- Wi-Fi and IT infrastructure
- Security and access control systems

H. Construction Scope

1. Building Structure

- Foundations and slab-on-grade Concrete (4–6" reinforced)
- Steel or pre-engineered building system
- Roofing and insulation systems
- Exterior walls and glazing
- PEMB Shell (structure, roof, walls, erection) Standard Metal Building Insulation
- Standard Metal Building Insulation
- Doors & Openings (roll-up + 2 personnel doors)

2. Interior Construction

- Sports Interior (turf + nets + cages)

3. Systems Installation

- HVLS Fans (2 large units)
- Lighting (sports lighting + energy-efficient LED)
- Lighting & Controls
- Heating Only (unit heaters or radiant)
- Plumbing fixtures and water systems

I. Compliance & Standards

- ADA accessibility requirements
- Local building codes and zoning regulations
- Fire and life safety codes
- NCAA / NFHS standards (if applicable)

- Sustainability goals (e.g., LEED or equivalent if required)

J. Commissioning & Closeout

- Systems testing and commissioning
- Staff training on facility operations
- Final inspections and occupancy certification
- As-built documentation and warranties

K. Project Management

- **9.1 Timeline**
- Project to be completed by October. Spring sports need indoor practice facility before winter starts
- **9.2 Deliverables**
- Design drawings and specifications
- Permits and approvals
- Construction documentation
- Operation & maintenance manuals

L. Optional Enhancements

- Add Cooling (DX or evaporative)
- Upgrade to IMP Walls
- Premium Turf System Upgrade

M. Budget Considerations

- Construction costs (building + site) – budget approved at \$750,000
- Contingency (typically 10–15%)
- Design and consulting fees

N. Assumptions & Constraints

- Site availability and existing infrastructure
- Funding approval and phasing requirements
- Seasonal construction considerations
- Coordination with campus operations

3. Terms and Conditions:

Vendor agrees to the following North Idaho College Standard Terms and Conditions and the North Idaho College Special Terms and Conditions. If a vendor is not able to accept any condition listed below, then those conditions must be noted in the vendor's proposal.

1. **DEFINITIONS:** Unless the context requires otherwise, all terms not defined below shall have the meanings defined in Idaho Code Section 67-9203 or IDAPA 38.05.01.011.
 - A. College: All offices, departments, divisions, and locations of North Idaho College.
 - B. Bid: A written offer that is binding on the Bidder to perform a Contract to purchase or supply Property in response to an Invitation to Bid.
 - C. Contract: Any written agreement, including a solicitation or specification documents and the accepted portions of the solicitation, for the acquisition of Property. Generally, the term is used to describe term contracts, definite or indefinite quantity or delivery contracts or other acquisition agreements whose subject matter involves multiple payments and deliveries.
 - D. Contractor: A vendor who has been awarded a contract.
 - E. Property: Goods, services, parts, supplies and equipment, both tangible and intangible, including, but nonexclusively, designs, plans, programs, systems, techniques and any rights and interest in such Property. Includes concession services and rights to access or use College property or facilities for business purposes.
 - F. Proposal: A written response, including pricing information, to a Request for Proposals that describes the solution or means of providing the Property requested and which Proposal is considered an offer to perform in full response to the Request for Proposals. Price may be an evaluation criterion for Proposals, but will not necessarily be the predominant basis for Contract award.
 - G. Quotation: An offer to supply Property in response to a Request for Quotation and generally used for small or emergency purchases.
 - H. Solicitation: An Invitation to Bid, a Request for Proposals, or a Request for Quotation issued by the purchasing activity for the purpose of soliciting Bids, Proposals, or Quotes to perform a Contract.
2. **NOTICES:** All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after mailing; (iii) the second business day after sending by confirmed facsimile; or (iv) the second business day after sending by email.

3. **CHANGES:** No alteration in any of the terms, conditions, delivery, price, quality, quantity or specifications of this order will be effective without the written consent of North Idaho College Office of Finance and Business Affairs.
4. **PACKING:** No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified.
5. **DELIVERY:** For any exceptions to the delivery date as specified on the order, Contractor shall give prior notification and obtain approval thereto from North Idaho College. With respect to delivery under this order, time is of the essence and order is subject to termination for failure to deliver within the timeframe specified in this order.
6. **SHIPPING INSTRUCTIONS:** Unless otherwise instructed, all goods are to be shipped prepaid and allowed, FOB Destination.
7. **RISK OF LOSS:** Risk of loss and responsibility and liability for loss or damage will remain with the Contractor until delivered to the College Receiving Dock or Store Door Delivery Point at which time responsibility will pass to the College except as to latent defects, fraud, and Contractor's warranty obligations. Such loss, injury, or destruction shall not release the Contractor from any obligation under this Agreement.
8. **CONTRACTOR RESPONSIBILITY:** The Contractor is responsible for furnishing and delivering all Property included in this Agreement, whether or not the Contractor is the manufacturer or producer of such Property. Further, the Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of Property.
9. **ORDER NUMBERS:** Agreement order numbers or purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
10. **REJECTION:** All goods, materials, or services purchased herein are subject to approval by North Idaho College. Any rejection of goods, materials, or services resulting from nonconformity to the terms, conditions or specifications of this order, whether the goods are held by the North Idaho College or returned, will be at Contractor's risk and expense.
11. **QUALITY STANDARDS:** Brand names, models, and specifications referenced in herein are meant to establish a minimum standard of quality, performance, or use required by the College. No substitutions will be permitted without written authorization of North Idaho College Office of Finance and Business.
12. **WARRANTIES:** Contractor warrants that all products delivered under this order shall be new, unless otherwise specified, free from defects in material and workmanship, and shall be fit for the intended purpose. All products found defective shall be replaced by the Contractor upon notification by the North Idaho College. All costs of replacement, including shipping charges, are to be borne by the Contractor.

13. **PAYMENT, CASH DISCOUNT:** Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received and accepted, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Payment shall not be considered late if a check or warrant is available or mailed within the time specified.
14. **LIENS, CLAIMS AND ENCUMBRANCES:** Contractor warrants and represents that all the goods and materials delivered herein are free and clear of all liens, claims or encumbrances of any kind.
15. **TERMINATION:** In the event of a breach by Contractor of any of the provisions of this Agreement, North Idaho College reserves the right to cancel and terminate this Agreement forthwith upon giving written notice to the Contractor. Contractor shall be liable for damages suffered by North Idaho College resulting from Contractor's breach of Agreement.
16. **TRADEMARKS:** Contractor shall not use the name, trade name, trademark, or any other designation of North Idaho College, or any contraction, abbreviation, adaptation, or simulation of any of the foregoing, in any advertisement or for any commercial or promotional purpose (other than in performing under this Agreement) without the College's prior written consent in each case.
17. **SAVE HARMLESS:** Contractor shall protect, indemnify, and save North Idaho College and the State of Idaho harmless from and against any damage, cost or liability, including reasonable attorney's fees, for any or all injuries to persons or property arising from acts or omissions of Contractor, its employees, or subcontractors, howsoever caused.
18. **OFFICIALS, AGENTS, EMPLOYEES OF COLLEGE NOT PERSONALLY LIABLE:** In no event shall any official, officer, employee or agent of the College be in any way personally liable or responsible for any covenant or agreement herein contained whether express or implied, nor for any statement, representation, or warranty made herein or in any connection with this Agreement.
19. **OSHA REGULATIONS:** Contractor guarantees all items, or services, meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act.
20. **WORK FOR HIRE:** Contractor hereby assigns to North Idaho College or the College's designee, for no additional consideration, all of Contractor's rights, including copyrights, in all deliverables and other works prepared by Contractor under this Agreement. Contractor shall and shall cause its employees and agents to, promptly sign and deliver any documents and take any actions that the College reasonably requests to establish and perfect the rights assigned to the College or is designee under this provision. North Idaho College hereby grants to Contractor a nonexclusive royalty-free license to use the same rights solely for academic purposes. Such license shall not be assignable or sub-licensable.

21. PATENT AND COPYRIGHT INDEMNITY:

Contractor shall indemnify and hold harmless the College Parties and shall defend at its own expense any action brought against the College Parties based upon a claim of infringement of a United States' patent, copyright, trade secret, or trademark for Property purchased under this Agreement. Contractor will pay all damages and costs finally awarded and attributable to such claim, but such defense and payments are conditions on the following: (i) that Contractor shall be notified promptly in writing by the College of any notice of such claim; (ii) that Contractor shall have the sole control of the defense of an action on such claim and all negotiations for its settlement or compromise and the College may select at its own expense advisory council; and (iii) that the College shall cooperate with Contractor in a reasonable way to facilitate settlement or defense of any claim or suit.

Contractor shall have no liability to the College under any provision of this clause with respect to any claim of infringement that is based upon: (i) the combination or utilization of the Property with machines or devices not provided by the Contractor other than in accordance with Contractor's previously established specifications unless such combination or utilization was disclosed in the specifications; (ii) the modification of the Property unless such modification is made by the Contractor or was disclosed in the specifications; or (iii) the use of the Property not in accordance with the Contractor's previously established specifications unless such use was disclosed in the specifications.

Should the property become, or in the Contractor's opinion be likely to become, the subject of a claim of infringement of a United States or European patent, the Contractor shall, at its option and expense, either procure for the College the right to continue using the Property, replace or modify the Property so that it becomes non-infringing, or grant the College a full refund for the purchase price of the Property and accept its return.

22. TERMINATION FOR CONVENIENCE: Unless otherwise specified in the solicitation or Agreement between the parties, the College may cancel this Agreement upon thirty (30) days' advance written notice.

23. TERMINATION FOR DEFAULT: The College may terminate the Agreement (and/or any order issued pursuant to the Agreement) when the Contractor has been provided written notice of default of non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed thirty (30) calendar days. If the Agreement is terminated for default or non-compliance, Contractor will be responsible for any costs resulting from the College's placement of a new contract and any damages incurred by the College. The College, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due. Failure by the College to take such action shall not be deemed a waiver of any right or remedy the College otherwise has under this agreement or applicable law.

24. TERMINATION FOR FISCAL NECESSITY: North Idaho College is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho or the College beyond the term of any particular appropriation of funds by the State's

Legislature as may exist from time to time. The College reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the College to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending. All affected future rights and liabilities of the parties hereto shall thereupon cease within then (10) calendar days. After notice to the Contractor.

25. **TAXES:** North Idaho College is exempt from payment of Idaho State Sales and Use Tax. In addition, the College is generally exempt from payment of Federal Excise Tax under permanent authority from the District Director of the Internal Revenue Service. Exemption certificates will be furnished as required upon written request by the Contractor. If Contractor is required to pay any taxes incurred because of doing business with North Idaho College, it shall be solely responsible for the payment of those taxes. If Contractor is performing public works construction, it shall be responsible for payment of all sales and use taxes.
26. **BINDING EFFECT:** This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective legal representatives, successors and assigns.
27. **ASSIGNMENTS:** No Agreement, order, or any interest therein shall be transferred by Contractor to any other party without the approval in writing of an approved agent of North Idaho College. Transfer of an Agreement without approval may cause the rescission of the transferred Agreement at the option of North Idaho College.
28. **WAIVER:** No covenant, term or condition, or the breach thereof, shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition herein. Acceptance by a party of any performance by another party after the time the same shall have become due shall not constitute a waiver by the first party of the breach or default unless otherwise expressly agreed to in writing.
29. **FORCE MAJEURE:** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes thereof, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (except for financial ability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.
30. **NO JOINT VENTURE:** Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment or agency relationship between the parties.
31. **PRICE WARRANTY FOR COMMERCIAL ITEMS:** Contractor warrants that prices charged to North Idaho College are based on Contractor's current catalog or market prices of commercial items sold in substantial quantities to the general public and prices charged do not exceed those charged by Contractor to other customers purchasing the same item in like or comparable quantities.

32. **NONDISCRIMINATION:** Contractor represents and agrees that it will not discriminate in the performance of this Agreement or in any matter directly or indirectly related to this Agreement on the basis of race, sex, color, religion, national origin, disability, ancestry, or status as a Vietnam veteran. This non-discrimination requirement includes, but is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of Agreement.
33. **ACCESSIBILITY REQUIREMENTS.** If applicable, Contractor warrants it will comply with federal disabilities laws and regulations and warrants that the products and services provided under the Agreement conform to the applicable accessibility requirements of WCAG 2.0 AA, Section 508 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products and services. If products provided under this Agreement do not fully conform to WCAG 2.0 A and AA, Contractor shall advise the College in writing of the nonconformance prior to execution of this Agreement and shall provide College a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Contractor further agrees to indemnify and hold harmless College from any claims arising out of its failure to comply with the requirements of this section. Failure to comply with these requirements shall constitute a material breach of this Agreement and shall be grounds for termination of this agreement by North Idaho College.
34. **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:** The Contractor and any of its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.
35. **RESTRICTIONS AND WARRANTIES-ILLEGAL ALIENS:** The Contractor acknowledges that this Agreement is subject to Executive Order 2009-10; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States within the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States within the United States; and that any misrepresentation in the regard or any employment of persons not authorized to work in the United States within the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of this Agreement.
36. **NONRESIDENT ALIENS:** If the Contractor is a nonresident alien individual, partnership, or corporation, the Contractor or his/her representative expressly covenants and agrees to cooperate fully with College's staff to provide necessary documentation to determine proper withholding, if any, of U.S. taxes from payment to Contractor, including without limitation, for maintenance or warranty work, in accordance with Internal Revenue Code and the Federal Regulations promulgated thereunder. Nonresident alien Contractors are subject to 30% tax withholding.

37. **COLLEGE EMPLOYMENT:** Any provision prohibiting or penalizing North Idaho College for hiring an employee of the contractor/contractor is deleted. The College shall follow all applicable law and College policies for the hiring of public employees.

38. **CONTRACTOR CERTIFICATIONS:**

No Public Funds for Abortion: Except to the extent this Agreement is a contract or commercial transaction that is subject to federal law related to Medicaid or a contract with a hospital as defined in Idaho Code, Section 39-1301, Contractor represents it is not an abortion provider or an affiliate provider, as those terms are used in Idaho Code Section 18-8703. In addition, except to the extent this Agreement is a contract or commercial transaction that is subject to federal law related to Medicaid or a contract with a hospital as defined in Idaho Code, section 39-1301, the Parties agree that no funds provided hereunder shall be used in any way to provide, perform or induce an abortion; to assist in the provision or performance of an abortion/to promote abortion; counsel in favor of abortion; refer for abortion; or provide facilities for abortion or training to provide or perform abortion; other than permitted by Idaho Code Section 18-8705.31.

Boycott of Certain Sectors: Pursuant to Idaho Code 67-2347A (effective July 1, 2024), if payments under the Agreement exceed one hundred thousand dollars (\$100,000) and CONTRACTOR employs ten (10) or more persons, CONTRACTOR certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in a boycott of goods or services from any individual 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.

Contractor Certification: The College is prohibited by state law from entering into certain contractual agreements. Contractor hereby certifies that: (i) pursuant to Idaho Code Section 67-2346, if payments under the Agreement exceed one hundred thousand dollars (\$100,000) and it employs ten or more person, it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control; (ii) pursuant to Idaho Code Section 67-2359, it is not currently owned or operated by the People's Republic of China and will not for the duration of the Agreement be owned or operated by the People's Republic of China; and (iii) it is not an abortion provider or an affiliation of an abortion provider under the No Public Funds for Abortion Act. The terms in this section defined in Idaho Code Section 67-2346, Idaho code Section 67-2359, and in Title 18, Chapter 87, Idaho Code, respectively, shall have the meanings defined therein.

39. **COLLEGE REGULATIONS:** Contractor shall follow and comply with all rules and regulations of the College and the reasonable instructions of College personnel.

40. **GOVERNING LAW:** This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho. Any legal proceeding related to this Agreement shall be instituted in

the courts of the County of Kootenai, State of Idaho, and Contractor agrees to submit to the jurisdiction of such courts.

41. **PUBLIC AGENCY:** The Contractor agrees to extend contract usage to other public agencies, such as any city or political subdivision of the state of Idaho, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties, cities, or any political subdivision created under the laws of the State of Idaho; any agency of the state government; or any city or political subdivision of another state.
42. **CONFIDENTIAL INFORMATION:** Pursuant to this Agreement, Contractor may collect, or the College may disclose to Contractor, financial, personnel or other information that the College regards as proprietary or confidential ("Confidential Information"). Confidential Information shall belong solely to the College. Contractor shall use such Confidential Information only in the performance of its services under this Agreement and shall not disclose Confidential Information or any advice given by Contractor to the College to any third party, except with the College's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction and then only upon timely notice to the College. The College may require that Contractor's officers, employees, agents or subcontractors agree in writing to the obligations contained in this section. Confidential Information shall be returned to the College upon termination of this Agreement. The confidentiality obligation contained in this section shall survive termination of this Agreement. Confidential Information shall not include data or information that:
- Is or was in the possession of Contractor before being furnished by the College, provided that such information or other data is not known by Contractor to be subject to another confidentiality agreement with, or other obligation of secrecy to, the College;
 - Becomes generally available to the public other than as a result of action or omission by Contractor; or
 - Becomes available to Contractor on a non-confidential basis from a source other than the College, provided that such source is not known by Contractor to be subject to a confidentiality agreement with, or other obligation of secrecy to, the College.
43. **PUBLIC RECORDS:** Pursuant to Idaho's Public Records Act, Title 74, Chapter 1, Idaho Code, as may be amended from time to time (the "Public Records Law") information or documents received from the Contractor may be open to public inspection and copying unless exempt from disclosure. If the Contractor believes information provided to the College is exempt from disclosure under the Public Records Law, the Contractor shall clearly designate individual documents or portions thereof as "exempt" and shall indicate the proposed basis for such exemption. The College will not accept the marking of an entire document as exempt. In addition, the College will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. The College does not warrant or otherwise promise that information marked as such will in fact be exempt under the Public Records Law. The Contractor shall hold harmless, indemnify, and defend the College, the Idaho

State Board of Education, the State of Idaho, and all of their employees, agents, and representatives (the College Parties) against all liability, claims, damages, losses, expenses, actions, attorney fees, and suits whatsoever for honoring such a designation or for the Contractor's failure to designate individual documents as exempt. The Contractor's failure to designate as exempt and document or portion of a document that is released by the College shall constitute a complete waiver of any and all claims for damages caused by any such release. If the College receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such a claim.

44. **LIMITATION OF LIABILITY:** Notwithstanding anything to the contrary contained in this Agreement or in any other Agreement or writing between the parties related hereto, nothing shall be deemed to constitute a waiver by the College of any privilege, protection, or immunity otherwise afforded it under the Idaho Constitution, Idaho Tort Claims Act, or any other applicable law or a waiver of its sovereign immunity, which is hereby expressly retained. Specifically, the College's liability is at all times subject to the limits of liability contained in the Idaho Tort Claims Act, Idaho Code Sections 6-901 through 6-929, inclusive (the "Idaho Tort Claims Act"). Any obligation on behalf of the College to provide indemnification or hold harmless any other party is at all times subject to the maximum extent permitted by Idaho law, including Idaho Code Section 59-1016, and the limitations of liability contained in the Idaho Tort Claims Act. Furthermore, the College shall at no time be liable for more than the pro rata share of the total damages awarded in favor of a claimant that is directly attributable to the negligent or otherwise wrongful acts or omissions of the College or its employees.
45. **ENTIRE AGREEMENT/SEVERABILITY:** This Agreement shall be binding upon the parties hereto and their respective successors and assigns. This Agreement constitutes the full, complete, and entire Agreement between the parties, and supersedes all prior understandings, agreements, or arrangements between the parties with respect to the subject matter hereof. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of the Agreement will remain in force.
46. **NO OTHER TERMS:** Where terms and conditions specified in the Contractor's response or other writing differ from those specifically stated in this Agreement, the terms and conditions of this Agreement shall apply. The College hereby specifically objects to and rejects any terms and conditions that are in conflict with these terms and conditions. In the event North Idaho College honors one or more terms in Contractor's purchase order or other writing that conflict with this Agreement, such action does not constitute College's acceptance of any other terms in such writing or purchase order. In the event of any conflict between these standard terms and conditions and any special terms and conditions, these standard terms and conditions will govern. Any reference to terms and conditions other than these North Idaho College Standard Contract Terms and Conditions in any subsequent invoice, purchase order, or other writing, shall be void.
47. **INTERPRETATION AND PRIORITY OF DOCUMENTS:** The Agreement consists of and precedence is established by the order of the following documents:
1. The Purchase Order;
 2. The North Idaho College Standard Terms and Conditions and any special Terms and Conditions that apply;

3. The Solicitation; and
4. The Contractor's Quote, Bid, or Proposal, as accepted by the College.

The Solicitation and the Contractor's Quote, Bid, or Proposal as accepted by the College are incorporated into the Agreement and made part hereof by the reference. The parties intend to include all items necessary for proper completion of the Agreement's requirements. The documents set forth above are complementary and what is required by one shall be binding as if required by all. However, in the case of any conflict or inconsistency arising under the documents, a lower numbered document shall supersede a higher numbered document to the extent necessary to resolve any such conflict or inconsistency (for example, the Purchase Order shall supersede the North Idaho College Standard Terms and Conditions). Provided, however, that in the event an issue is addressed in one of the above-mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur. Where terms and conditions specified in the Contractor's Quote, Bid, or Proposal differ from the terms in the Solicitation, the terms and conditions in the Solicitation shall apply. Where terms and conditions specified in the Contractor's Quote, Bid, or Proposal supplement the terms and conditions in the Solicitation, the supplemental terms and conditions shall apply only if specifically accepted by the College in writing.

48. **ATTORNEY FEES:** In the event that any action, suit, or other legal administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party in addition to other available remedies, provided, however, the College's liability is as set forth under Limitation of Liability above.
49. **MODIFICATIONS/AMENDMENT:** No modification or amendment to this Agreement shall be valid unless it is made in writing and signed by the authorized representatives of the parties.
50. **COUNTERPARTS:** The Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. General Information:

A. Award:

A contract award will not be final until the College and prospective vendor have executed a written Agreement. North Idaho College (NIC) reserves the right to make an award without further negotiation of the proposal submitted therefore the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint. The College may elect, after the selection process, to request clarifications, alterations, or changes in the submitted proposal including, but not limited to, prices or the inclusion of optional components to provide the best service at the best price for the College.

B. Addenda:

The only method by which any requirement of this RFP may be modified is by a written addendum issued by North Idaho College. Responses to inquiries that directly affect an interpretation or change to the RFP will be issued in writing by addenda. Any addenda will be posted to the College's website at: <http://www.nic.edu/Procurement>. All such addenda issued by the College before the time that proposals are received shall be considered binding. Oral and other interpretations or clarifications shall be without legal effect.

C. Timelines and Schedules:

North Idaho College intends to adhere to the following schedule in seeking responses to this RFP. After the proposal submission date, NIC reserves the right to alter presentation dates and notification of award as needed.

June 11, 2026	RFP released and available publicly through Public Purchase. Vendors will be contacted via email and a legal ad will be published.
June 19, 2026	Deadline to submit written questions through Public Purchase
June 24, 2026	Responses to questions will be addressed through Public Purchase
July 1, 2026	Proposals must be submitted electronically through Public Purchase
July 2 – July 10, 2026	NIC evaluation team reviews proposals
July 13 – July 15, 2026	Possible presentations by potential firms
July 22, 2026	Notification of Award and negotiation of contract

5. Evaluation Considerations

A. Proposal Requirements:

Each proposal will be evaluated based on all of its contents and completeness, clarity and responsiveness to this RFP.

The following items must be included in the proposal:

- **Cover Letter**
- **Firm Profile:** Company history, location(s), website, size, number of employees, and primary areas of expertise
- **Project Team:** Identification of key personnel and their relevant experience
- **Relevant Experience:** At least three (3) recent, comparable projects, including client references
- **Project Understanding and Approach:** Demonstrated understanding of NIC's needs and proposed methodology
- **Work Plan:** Detailed project plan including phases, milestones, deliverables, and schedule
- **Terms and Conditions:** Acceptance of NIC's terms or clearly identified exceptions
- **Cost Proposal:** Comprehensive fee structure, including base services and any optional services

Incomplete proposals may be deemed non-responsive.

B. Evaluation Factors:

Factors to be considered in the award of the contract are assigned point values with the total possible high score of 100. The factors include:

15%	Understanding of NIC and Project
25%	Technical Approach and Methodology
15%	Team Qualifications and Experience
15%	Stakeholder engagement methodology
10%	Past performance and References
15%	Fee Proposal and Value
5%	Any other relevant factors that a private business entity would consider in selecting a vendor.

C. Selection Process:

A selection committee will evaluate all proposals in accordance with the criteria outlined above.

The contract will be awarded to the responsible and responsive proposer whose proposal is determined to be most advantageous to NIC, considering both qualitative and cost factors.

NIC may invite the highest-ranked proposers to participate in interviews or presentations as part of the final selection process. Final scoring may incorporate results from these presentations.

EXHIBIT A - APPROXIMATE LOCATION

