

CONSENT AGENDA
MAY 15, 2013

SUBJECT

Compensation Adjustments for Agency Heads of the State Board of Education

APPLICABLE STATUTES, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.E.2.

BACKGROUND / DISCUSSION

All FY 2014 appropriation bills contain the following legislative intent language:

The Legislature finds that investing in state employee compensation should remain a high priority even in tough economic times, and therefore strongly encourages agency directors, institution executives and the Division of Financial Management to approve the use of salary savings to provide either one-time or ongoing merit increases for deserving employees, and also target employees who are below policy compensation. Such salary savings could result from turnover and attrition, or be the result of innovation and reorganization efforts that create savings. Such savings should be reinvested in employees. Agencies are cautioned to use one-time funding for one-time payments and ongoing funding for permanent pay increases

The Division of Financial Management (DFM) issued a guidance memo dated March 6, 2013 on use of salary savings. The memo provides that agencies must consider the following in development of their salary savings distribution plan:

1. agencies are required to have an updated compensation plan as stated in Idaho Code §67-5309(b)(2), and plans (and a detailed explanation thereof) must be submitted to DFM;
2. in accordance with Idaho Code §67-5309B(4), performance should be a factor in distributing salary savings and developing the merit increase matrix included the salary savings distribution plan;
3. in order to receive an increase, whether one-time or ongoing, an employee must have a performance evaluation rated "Achieves Performance" or better in the current fiscal year; and
4. agencies are encouraged to acknowledge deserving employees and those who are below policy compensation.

The Division of Vocational Rehabilitation (IDVR) will be submitting a compensation plan to DFM for an early implementation (i.e. prior to start of FY 2014) of salary increases based on the following performance criteria:

- Achieves Performance Standards (Meets Expectations) = 1%
- Solid Sustained (Exceeds Expectations) = 1.5%
- Exemplary Performance (Significantly Exceeds Expectations) = 2%

**CONSENT AGENDA
MAY 15, 2013**

The Division of Professional-Technical Education (PTE) will also be submitting a compensation plan to DFM for approval. PTE proposes a range of \$1,500 to \$2,000 bonuses for FY13 and 2% base salary increases for FY14.

Idaho Public Television (IPTV) will also be submitting a compensation plan to DFM for approval.

Pursuant to Board Policy I.E.2.e., the Board must approve any salary adjustment for the agency heads.

IMPACT

The Legislature did not appropriate any funding for one-time or ongoing salary increases, so agencies must rely upon salary savings (if any) to award any changes in compensation.

STAFF COMMENTS AND RECOMMENDATIONS

The Executive Director is finalizing agency head evaluations and will have a final version of this consent agenda item available for the Board at the meeting.

BOARD ACTION

I move to approve a \$_____ bonus for FY 2013, and effective April 28, 2013 an increase in annual salary for Don Alveshere as Administrator of the Division of Vocational Rehabilitation consistent with the Division's compensation plan as approved by DFM and based on the most current performance evaluation.

Moved by_____ Seconded by_____ Carried Yes____ No____

I move to approve a \$_____ bonus for FY 2013, and effective FY 2014 an increase in annual salary for Todd Schwarz as Administrator of the Division of Professional-Technical Education consistent with the Division's compensation plan as approved by DFM and based on the most current performance evaluation.

Moved by_____ Seconded by_____ Carried Yes____ No____

I move to approve a \$_____ bonus for FY 2013 for Peter Morrill, General Manager of Idaho Public Television consistent with the Division's compensation plan as approved by DFM and based on the most current performance evaluation.

Moved by_____ Seconded by_____ Carried Yes____ No____

**CONSENT AGENDA
MAY 15, 2013**

UNIVERSITY OF IDAHO

SUBJECT

Purchase of Score Board for Kibbie-ASUI Activity Center.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3

BACKGROUND/DISCUSSION

The University seeks authority to purchase and install a new scoreboard system for the Kibbie-ASUI Activity Center. The current scoreboard is in need of replacement due to age and functional obsolescence. The new scoreboard will contain a large LED video board along with customary scoreboard technology and will also include backlit advertising spaces.

The new scoreboard will enhance the game experience for the sporting events and will create enhanced revenue opportunities through digital advertising capabilities. The video board will be used for many university events in the Dome including graduation and the Lionel Hampton International Jazz Festival.

IMPACT

Total cost of the scoreboard, installed, is \$1,151,858. The funding for purchase will come from \$364,537 in internal institutional funds allocated to University Support Services, which operates the Dome, and from University Athletics funds including approximately \$550,000 in sold sponsorships for the Board and the balance from other athletics revenues.

ATTACHMENTS

Attachment 1 – Scoreboard RFP

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho for authority to purchase and install a new scoreboard system for the Kibbie-ASUI Activity Center, as per the specifications set out in Attachment 1, at a total cost of \$1,151,858, and to authorize the vice president for finance and administration (or his designee) to execute all necessary documents for such acquisition and installation.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**CONSENT AGENDA
MAY 15, 2013**

THIS PAGE INTENTIONALLY LEFT BLANK



Issued by Purchasing Services

REQUEST FOR PROPOSALS NO. 13-38M

FOR

Scoreboard & Video Boards

For Additional Information, Please Contact:

Julia R. McIlroy, Senior Buyer

Phone (208) 885-6123

Fax (208) 885-6060

juliam@uidaho.edu

www.purchasing.uidaho.edu

Date Issued: March 18, 2013

Proposals Due: Tuesday, April 9, 2013 @ 4:00 p.m.

UNIVERSITY OF IDAHO
KIBBIE DOME
LED VIDEO AND SCORING PACKAGE

RFP INSTRUCTIONS AND GENERAL CONDITIONS

DATE OF ISSUE: March 18, 2013

RFP No. 13-38M

TITLE: University of Idaho – Kibbie Dome - LED Video and Scoring Package

ISSUED BY: University of Idaho – Purchasing Department

PROPOSALS WILL BE RECEIVED UNTIL 4:00pm, TUESDAY, APRIL 9, 2013 FOR FURNISHING THE PRODUCTS AND SERVICES DESCRIBED HEREIN. BIDS TO BE RETURNED AS SEALED BIDS AND BIDS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.

All inquiries for information should be directed to: Julia McIlroy, University of Idaho, Purchasing Services, as acting representative for the University of Idaho. Phone 208-885-6123 or Email: juliam@uidaho.edu

The undersigned offers and agrees to furnish the goods/services in accordance with the attached proposal and as mutually agreed upon by subsequent negotiation.

Bidder: _____ Date: _____

Name: _____

Title: _____

Zip Code _____ Phone: _____

Fed ID No: _____ Fax: _____

Email: _____ Signature: _____

1. SECTION 00 1000 – RFP INSTRUCTIONS AND GENERAL CONDITIONS

1.1 INTRODUCTION

The Request for Proposal represents the minimum requirements to furnish a complete turnkey LED video and scoring package as described in this RFP.

"The Contractor will provide the Work described in the RFP Documents on a 'turnkey basis'. Work covered by this Agreement includes, unless otherwise indicated, the manufacture, supply, delivery, labor and testing of all equipment and materials necessary to operate all video displays and scoring system as described in Contract Documents, and more particularly in the specifications to the Agreement."

Bidders responding to this RFP must provide pricing for a complete turnkey installation, including pricing for the provision and installation of all items necessary to provide finished and fully operational systems. Materials or equipment required for the provision and installation of such a system, not expressly addressed in this RFP, is understood to be the responsibility of the Bidder.

1.2 GENERAL DESCRIPTION

The Contractor shall provide a complete, workable and operational system including all labor, equipment, tools, material, engineering, supervision, licenses, insurance, permits and bonds to engineer, manufacture and install fully integrated and operational Video Screens, Scoring system, and Signage Elements including all noted peripheral elements highlighted by the following:

- A. One (1) End Zone Scoreboards with 30' x 48' Primary LED Display in 20mm pixel resolution (bid two different scoreboard configurations)
- B. Relocate Existing Scoreboard to opposite end zone.
- C. Signage Elements as shown and ancillary equipment.

1.3 DEFINITIONS

- A. "Bidder" shall mean each vendor that has received the RFP and will be bidding on the project.
- B. "Contractor" shall mean the vendor that has been selected to provide products or services or both to Owner.
- C. "Owner" shall mean University of Idaho.
- D. "Code Authority having Jurisdiction" shall mean the office or Agency responsible for assuring the work's compliance with the State Building Code.
- E. "Contract" shall mean any written contract entered into between Owner and Contractor following the award of bid with respect to this project as set forth in Section 11.0.
- F. "Substantial Completion" – shall be defined as all work under the Contract has been completed and the LED displays and associated equipment are fully operational and ready for the intended use. LED displays shall be calibrated, all signage elements installed, all rack equipment installed, all cabling completed, and all flashing and/or trim has been installed. The project is ready for final punch list by the Owner and/or Owner's designated representative.
- G. "Final Completion" – shall be defined as all punch list items have been completed and all work under the Contract is ready for final acceptance by the Owner once three (3) consecutive problem free events have been completed as defined by Section 3.6.E of the Technical Specifications.

1.4 SITE VISITS

- A. The Bidder shall, upon request and scheduling, have access to the site to examine the site and take note of all conditions affecting the conduct and completion of the work.
- B. Submission of a Proposal will be deemed confirmation that the Bidder has complied with these requirements.
- C. Bidders are clearly advised that any drawings, plans and charts describing aspects of the site provided as part of this document are not to be considered as definitive or as a substitute for any information which would otherwise be obtained by the Bidder during a formal Site inspection.

1.5 BIDS SHALL BE SENT TO:

Three (3) hard copies and an electronic copy to

Julia Mcllroy
Senior Buyer
University of Idaho – Purchasing Services
1028 West Sixth Street
Shoup Hall – Room 319
Moscow, ID 83843
juliam@uidaho.edu

One (1) electronic copy to:
Fred Gray
Anthony James Partners
3900 Westerre Parkway
Richmond VA 23233
fredg@anthonyjamespartners.com

BIDS MUST BE SENT FEDEX TO JULIA MCLLROY AT THE ABOVE ADDRESS. UPS OVERNIGHT AND US MAIL DO NOT DELIVER TO THE ABOVE ADDRESS. Hard copies of bids will be accepted on Tuesday, April 9th, provided a complete electronic copy is received by the posted deadline.

1.6 GENERAL

- A. *Bids must be received at the above address by 4:00PM, APRIL 9, 2013.*
- B. *Proprietary Information - All material submitted becomes the property of the Owner, and will be returned only at their option. Bids submitted become the property of the Owner and may be reviewed and evaluated by any person at the discretion of the Owner. The Owner has the right to use any or all concepts presented in any reply to the RFP. Selection or rejection of the bid does not affect this right. Information provided by the Owner to the requesting vendor for the purpose of providing a response to the RFP is the property of the Owner.*
- C. *Bid Validity - Bids must be valid through June 01, 2013.*
- D. *Vendor's response to this RFP and this RFP shall become part of the final contract with the Owner.*
- E. Vendors must bid on the complete package including all required equipment, installation and functional connection of all equipment as described in this document. A bid submitted in response to this RFP signifies the bidder agrees to sell to Owner the indicated products, in whole or in part, at the sole discretion of Owner.
- F. It shall be the Vendor's responsibility to research the facility's event schedule to ensure there are no scheduling conflicts regarding installation of the display components. Vendors are required to provide a proposed project schedule to determine if work will be required on weekends or if extended shifts will be required. The vendor will not be allowed to increase their costs because of the vendor's failure to research this aspect of their bid.
- G. Change orders will not be accepted for errors in estimating the cost of the project. It is the responsibility of the bidder to confirm the existing structural, electrical and data conditions. Vendors are required to view on-site conditions prior to submitting a bid.
- H. The RFP shall act as a description of the minimum display system desired by the Owner and bidders are required to provide a solution for the base bid. Bidders are encouraged to offer viable alternatives.

1.7 BID SUBMISSIONS

- A. The following items must be submitted in the bid
 - 1. Four (4) complete hard copies and one (1) electronic copy of the bid.
 - 2. Introductory letter with contact information clearly labeled.
 - 3. Fully executed copy of the first page of this RFP.
 - 4. Bidder's Qualifications.
 - 5. A complete list of references for similar installations performed in the past 3 years with name of facility, photo of installation, contact name, title, address and direct phone number.
 - 6. A formal list of intended sub-contractors and suppliers, including State of business, and estimated dollar amount. Where appropriate, Arizona based sub-contractors are encouraged by Owner.

7. Equipment List.
8. Proposed Equipment Drawings/Renderings/Cut Sheets
9. Product cut sheets and technical data for each display item proposed.
10. Overall dimensions of proposed display components. Active area and visual opening dimensions of each display(s).
11. Maximum weight of display components and structure for each application.
12. Power requirement of display component for each application and total scoreboard consumption at each location. Provide power consumption at 100% and 50% brightness. Provide consumption as required number of amps at 208V, 3ph.
13. Warranty information for each application.
14. Services provided as part of the required two (2) year parts and labor warranty.
15. Spare Parts Lists: List to include spare parts that will be included for each display.
16. Letter of Surety from their bonding agent, stating their ability to provide a 100% payment and performance bond if they are the successful bidder.
17. Price and associated data must be provided on pricing sheet supplied with this RFP.
18. Proposed timeline for completing the work (Gantt Chart format).

1.8 PROJECT SCHEDULE SUMMARY

- A. Issue RFP to vendors: Monday, March 18, 2013
- B. Mandatory Pre-Bid Meeting: Tuesday, March 26, 2013
- C. Bidder Inquiry Deadline: Friday, March 29, 2013
- D. Issue Answers to Inquiries: Tuesday, April 02, 2013
- E. Bidder RFP Response Due: 4:00PM, Tuesday, April 9, 2013
- F. Vendor Interviews: Tuesday, April 16, 2013
- G. Anticipated Award Date – Friday, April 19, 2013
- H. Installation to be complete by Friday, August 30, 2013

1.9 BID EVALUATION

- A. The bid proposals will be evaluated using the following criteria in no specific order:
 1. Ability of contractor to supply all equipment as described in RFP.
 2. Quality of the individual products.
 3. Contractor capacity, capability and overall competency to perform the specified work.
 4. Sub-Contractor capacity, capability and overall competency to perform the specified work.
 5. Work history and references.
 6. Level of integration between all system components.
 7. Ability to meet specified timelines.
 8. Pricing and terms.
 9. Warranty and service provisions.

1.10 BID REJECTION

- A. *Owner reserves the right to reject and/or negotiate any or all proposals on a non-exclusive basis.*
- B. *The lowest bid price will not necessarily be accepted as the "winning" bid.*
- C. *Owner may reject or accept, at its sole option, any incomplete or incorrect proposal.*
- D. *Due to the unique nature of the equipment and work described herein, objective comparisons may not be possible and Owner reserves the right, at its sole and absolute discretion to determine the compliance of any*

Proposal with the requirements set out herein or any accompanying documents or the merits of one Proposal over another.

- E. Owner may, at its option, disclose all or some of the contents of the Proposals or other information provided by any Bidder to some or all of the Bidders as part of Owner's evaluation of the merits of the Proposals submitted and its negotiations relating to same.
- F. Owner reserves the right to:
 - 1. Cancel this process at any time prior to its execution of a definitive contract and such cancellation will be without any Owner liability.
 - 2. Owner reserves the right to negotiate with companies not solicited in the RFP process.
 - 3. Make all decisions regarding this bid, including, without limitation, the right to accept, reject, or negotiate changes to any of the products or terms outlined herein.
 - 4. Award the bid as a whole or in part based on unit pricing provided on bid form.
 - 5. Award sections of the bid to separate vendors.
 - 6. To reject any or all bids received.

1.11 CONTRACT FORM

- A. The Bidder is advised that this RFP is made-up of information that will be incorporated in whole or part, into the Contract, which will be executed between Owner and the selected Bidder.
- B. This RFP document, in its entirety, may be superseded by such Contract.
- C. The terms of any Contract will be subject to the approval of Owner, in its sole discretion.
- D. A Contract, when fully executed, shall comprise a set of General Conditions with Supplementary Conditions, Functional Specifications and a complete Scope of Work, a Maintenance Agreement and any other Schedules as may be required to fully describe the work under the Contract.

1.12 PROPOSAL OF ALTERNATE SOLUTIONS

- A. In addition to proposing specifically for what is specified in this RFP, the Bidder is encouraged to furnish alternative solutions that may satisfy or complement the solution proposed in this RFP.
- B. These may include, but are not limited to, alternate screen size, brightness, pixel pitch, etc.
- C. Bidders are also encouraged to suggest alternative solutions that would reduce the overall cost without hindering the performance of the system from its intended use.

1.13 COMPLIANCE

- A. The Bidder is required to carefully review all of the components of this RFP in its' entirety.
- B. Unless the Bidder specifically cites, in writing, where they are "Not Compliant" it shall be deemed that the Bidder understands, agrees to and accepts all matters.
- C. In a case of non-compliance, the Bidder is to indicate all relevant qualifications or alternatives, which Bidder wishes Owner to consider.

1.14 CONSTRUCTION SAFETY

- A. The Contractor shall comply at all times with applicable laws and the rules and regulations established by the Code Authority having jurisdiction and the Owner, regarding the conduct of work at the site, including, without limitation the policies regarding workplace safety.
- B. Contractor agrees to defend, indemnify and hold harmless the Owner and its directors, officers, employees, agents, successors and assigns against any claims, causes of action, costs, expenses (including reasonable attorneys' fees) liabilities, or damages (collectively, "Losses"), arising out of or in connection with any act or omission, or intentional misconduct, on the part of Contractor or any of its employees or agents.
- C. Contractor acknowledges that neither it nor any person under its employ is covered by the Owner's workers' compensation insurance and represents to Owner that it has in effect and will continue to carry its own such insurance.

- D. Contractor agrees to indemnify and hold Owner harmless from any and all claims, demands, damages, actions, suits, liabilities and losses of any kind or character (including attorney fees) arising out of or connected in any way with its failure to carry such insurance.

1.15 DELIVERY, STORAGE AND SECURITY

- A. The Contractor shall deliver to the site all system components and related materials at its own expense.
- B. The Contractor shall receive, unload, uncrate, assemble, and transport each component to its desired location for installation and install the system on-site in accordance with on site regulations.
- C. The Owner and General Contractor will not accept or receive any Contractor equipment or materials delivered to the site.
- D. The Contractor will be responsible for the clean up and disposal of all packaging materials and debris.
- E. The contractor is responsible for providing any temporary on-site storage for equipment and materials.
- F. Owner is not responsible for security or insurance related to said equipment or materials.
- G. Any temporary storage requirements must be coordinated with the Owner.

1.16 NO PROMOTION OR ADVERTISING BY CONTRACTOR.

- A. The Contractor shall not display its trademarks or insignia upon any of the Equipment.
- B. The Contractor shall not name the Equipment or the fact that the equipment is installed at the Site in any part of its promotion or advertising of the Contractor's business (including, without limitation, any statement that it has supplied the Equipment or maintains same) without the consent of the Owner, which consent may be withheld by the Owner in its sole and absolute discretion.

1.17 INSURANCE

The work under this contract shall not commence until the Contractor has verified to the Owner that all required insurance and verifying certificates of insurance have been obtained and approved in writing by the Owner. These certificates shall contain a provision that coverage's afforded under the policies will not be cancelled, reduced in amount or coverage's eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the Owner of such alteration or cancellation.

A. Worker's Compensation and Employer's Liability

The Contractor shall ensure that it and all Principal Trade and Specialty Contractors shall provide and maintain, during the life of the contract, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$100,000.

B. Public Liability and Property Damage

The Contractor shall ensure that it and all Principal Trade and Specialty Contractors shall provide and maintain, during the life of the contract, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury:	\$500,000 per occurrence
Property Damage:	\$100,000 per occurrence / \$300,000 aggregate

In lieu of limits listed above, a \$500,000 combined single limit shall satisfy both conditions.

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the work performed under the contract.

C. Property Insurance (Builder's Risk/Installation Floater)

The Contractor shall ensure that it and all Principal Trade and Specialty Contractors shall purchase and maintain property insurance during the life of this contract, upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, and subcontractors in the work and shall insure against the perils of fire, extended coverage, and vandalism and malicious mischief. If the Owner is damaged by failure of the Contractor to purchase or maintain such

insurance, then the Contractor shall bear all reasonable costs properly attributable thereto; the Contractor shall effect and maintain similar property insurance on portions of the work stored off the site when request for payment per articles so includes such portions.

D. Deductible

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the Contractor.

E. Other Insurance

The Owner shall ensure that it and all Principal Trade and Specialty Contractors shall obtain such additional insurance as may be required by the Owner or by the General Statutes of Arizona including motor vehicle insurance, in amounts not less than the statutory limits.

F. Proof of Carriage

The Contractor shall ensure that it and all Principal Trade and Specialty Contractors shall furnish the Owner with satisfactory proof of carriage of the insurance required before written approval is granted by the Owner.

1.18 TAXES

- A. Bidders are to include all applicable local sales taxes in their price.

1.20 TERMS & CONDITIONS

- A. At no time, including, without limitation, upon substantial performance and when title to the Equipment passes to Owner, will the Owner be liable for the payment of any royalties, license or other fees to the Contractor or third parties as a result of the Owner's ownership, use or enjoyment of the Equipment or resulting from the replacement of broken or worn out parts of the Equipment.

1.21 RELATIONSHIP OF THE PARTIES

- A. The relationship between Contractor and Owner is strictly that of an independent contractor. Contractor shall have no authority to enter into any contracts or incur any obligations binding upon Owner, unless Owner agrees in advance in writing.

END – RFP INSTRUCTIONS AND GENERAL CONDITIONS

SECTION 2 - GENERAL CONTRACTUAL TERMS AND CONDITIONS

2-1 AGREEMENT TERMS AND CONDITIONS

The submission of a proposal herein constitutes the agreement of any Proposer that any Agreement to be drawn as the result of an award herein shall be prepared by the University and shall include at a minimum, all terms and conditions set forth in this RFP. The submission of a proposal shall further constitute the agreement of each Proposer that it will not insist on the use of standard contract agreements, documents, or forms, and that it waives any demand for the use of its standard agreements. The Agreement between the parties shall consist of, in order of precedence: the agreement document signed by the Parties subsequent to submission of the proposal, and any attachments thereto and incorporations therein, the terms and conditions in the RFP, and the Proposer's response to the RFP.

2-2 ASSIGNMENT

No assignment of this Agreement or of any right accruing under this Agreement shall be made, in part or in whole, by Contractor without the written consent of the University. Notwithstanding any assignment, Contractor shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants, and conditions of this Agreement.

2-3 TERMINATION FOR CONVENIENCE

The University may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its reasonable costs, including reasonable close-out costs and a reasonable profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim for payment. If the Contractor has any property in its possession belonging to the University, the Contractor will account for the same and dispose of it in the manner the University directs.

2-4 TERMINATION FOR DEFAULT

If the Contractor does not deliver the materials in accordance with the Contract delivery schedule, or if the Contract is for services and the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, the University may terminate this Contract for default. Termination shall be effected by serving on the Contractor a notice of termination setting forth the manner in which the Contractor is in default. The Contractor will be paid a reasonable price for materials delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.

2-5 INDEMNIFICATION

Contractor shall indemnify, defend and hold the University and the State of Idaho harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorneys fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on Contractor's part to be performed under the terms of this Agreement, or arising from any act, negligence or the failure to act of Contractor, or any of its agents, subcontractors, employees, invitees or guests. Contractor, upon notice from the University, shall defend the University at Contractor's expense by counsel reasonably satisfactory to the University. Contractor, as a material part of the consideration of the University, hereby waives all claims in respect thereof against the University.

Contractor shall: (a) notify the University in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperate completely with the University and/or the University's insurers in the defense of such injury or claim; and (c) take no steps such as admission of liability which would prejudice the defense or otherwise prevent the University from protecting the University's interests.

2-6 APPLICABLE LAW AND FORUM

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 Latah, state of Idaho, and Contractor agrees to submit to the jurisdiction of such courts.

2-7 LAWS, REGULATIONS AND PERMITS

The Contractor shall give all notices required by law and comply with all applicable Federal, State, and local laws, ordinances, rules and regulations relating to the conduct of the work. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor, including the Contractor's subcontractors.

2-8 GENERAL QUALITY

All of the Contractor's work shall be performed with the highest degree of skill and completed in accordance with the Agreement Documents.

2-9 PROOF OF COMPLIANCE WITH AGREEMENT

In order that the University may determine whether the Contractor has complied with the requirements of the Agreement Documents, the Contractor shall, at any time when requested, submit to the University properly authenticated documents or other satisfactory proofs as to compliance with such requirements.

2-10 PAYMENT AND ACCEPTANCE

Except as otherwise provided herein, payments shall be due and payable within (30) days after acceptance of such goods or services or after receipt of properly completed invoice, whichever is later. No advance payment shall be made for goods or services furnished pursuant to this Agreement.

2-11 CONTINUATION DURING DISPUTES

The Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of the Agreement to be entered into, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

2-12 SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

2-13 INTEGRATION

This Agreement constitutes the entire Agreement between the parties. No change thereto shall be valid unless in writing communicated in the stipulated manner, and signed by the University and the Contractor.

2-14 BINDING EFFECT

This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors, and assigns.

2-15 APPROPRIATIONS CLAUSE

If the term of this Agreement is longer than one year, the University's obligations and liabilities hereunder are subject to the appropriation of funds from the State of Idaho, which appropriation shall be in the State of Idaho's sole discretion, from revenues legally available to the University for the ensuing fiscal year for the purposes of this

Agreement. If the State of Idaho does not appropriate the funds for the purpose of this Agreement, the Agreement shall terminate and neither party shall have any further obligations hereunder.

2-16 IRS SECTION 501(C)(3) AND SECTION 115 CONSIDERATIONS

If any provision of this Agreement may cause the University to lose its status as an Internal Revenue Code Section 501(c)(3) corporation, this Agreement shall be voidable. In the alternative, at the sole option of the University, the offending provision(s) shall be modifiable such that the provision(s) will no longer cause the University to lose its status as a 501(c)(3) corporation. The terms of the modification shall be subject to agreement in writing by all parties.

2-17 COMPLIANCE WITH GOVERNOR'S EXECUTIVE ORDER

In the event any provision of this Agreement shall cause the University to be in violation of any of the Governor of Idaho's Executive Orders, then this Agreement shall be voidable at the sole option of the University.

2-18 DEBARRED, SUSPENDED OR EXCLUDED

All purchase orders and contracts issued by the University of Idaho are subject to F.A.R. 52.209-6. Supplier warrants that neither supplier or its principals is presently debarred, suspended or proposed for debarment by the Federal Government.

2-19 NON-USE OF NAMES AND TRADEMARKS

Contractor shall not use the name, trade name, trademark, or other designation of the University, or any contraction, abbreviation, or simulation any of the foregoing, in any advertisement or for any commercial or promotional purpose (other than in performing under this Agreement) without the University's prior written consent in each case.

2-20 RISK OF LOSS

Until all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, Contractor shall bear all risks of all loss or damage to the improvements, equipment, or goods, excluding loss or damage caused by acts, omissions, or negligence of the University. Once all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, the risk of all loss or damage shall be borne by University, excluding loss or damage caused by acts, omissions, or negligence of the Contractor.

2-21 CONTRACTOR REPRESENTATIONS

Contractor represents and warrants the following: (a) that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to provide the equipment and goods, complete the services, and perform its obligations required hereunder; (b) that it is able to furnish any of the plant, tools, materials, supplies, equipment, and labor required to complete the services required hereunder and perform all of its obligations hereunder and has sufficient experience and competence to do so; (c) that it is authorized to do business in Idaho, properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the services, equipment, and goods required hereunder, and has or will obtain all licenses and permits required by law; and (d) that it has visited the site of the project and familiarized itself with the local conditions under which this Agreement is to be performed.

2-22 REGENTS' APPROVAL

This Agreement may be subject to approval by the Regents of the University of Idaho, and if it is and if such approval is not granted this Agreement shall be void and neither party shall have any further obligations or liabilities hereunder.

2-23 SURVIVAL OF TERMS

The terms and provisions hereof, and all documents being executed hereunder, if any, including, without limitation, the representations and warranties, shall survive this Agreement and shall remain in full force and effect thereafter.

2-24 HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

2-25 ADDITIONAL ACTS

Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the parties, the parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, deeds and assurances as any party hereto may reasonably require to consummate the transaction contemplated hereunder.

2-26 TIME OF ESSENCE

All times provided for in this Agreement, or in any other document executed hereunder, for the performance of any act will be strictly construed, time being of the essence.

2-27 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 shall not be deemed to be a waiver of any other 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 of any such covenant, term or condition unless otherwise expressly agreed to by the first party in writing.

2-28 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 therefore, 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, except for the payment of money, by such party for a period equal to any such prevention, delay or stoppage.

2-29 NO JOINT VENTURE

Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or agency relationship between the parties.

2-30 INFORMATION TRUE AND CORRECT

All documents, agreements and other information provided to the University by Contractor or which Contractor has caused to be provided to the University are true and correct in all respects and do not omit to state any material fact or condition required to be stated, necessary to make the statement or information not misleading, and there are no other agreements or conditions with respect thereto.

2-31 EQUAL OPPORTUNITY

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.

2-32 PUBLIC RECORDS

The University is a public agency. All documents in its possession are public records. Proposals are public records and will be available for inspection and copying by any person upon completion of the RFP process. If any Proposer claims any material to be exempt from disclosure under the Idaho Public Records Law, the Proposer will expressly agree to defend, indemnify and hold harmless the University from any claim or suit arising from the University's refusal to disclose any such material. No such claim of exemption will be valid or effective without such express agreement. The University will take reasonable efforts to protect any information marked "confidential" by the Proposer, to the extent permitted by the Idaho Public Records Law. Confidential information must be submitted in a separate envelope, sealed and marked "Confidential Information" and will be returned to the Proposer upon request after the award of the contract. It is understood, however, that the University will have no liability for disclosure of such information. Any proprietary or otherwise sensitive information contained in or with any Proposal is subject to potential disclosure.

2-33 UNIVERSITY'S RULES, REGULATIONS, AND INSTRUCTIONS

Contractor will follow and comply with all rules and regulations of the University and the reasonable instructions of University personnel. The University reserves the right to require the removal of any worker it deems unsatisfactory for any reason.

SECTION 3 – INDEMNITY, RISKS OF LOSS, INSURANCE

3-1 RISK OF LOSS

Until all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, Contractor and its subcontractors of any tier shall bear all risks of all loss or damage to the improvements, equipment, or goods, excluding loss or damage caused by acts, omissions, or negligence of the University. Once all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, the risk of all loss or damage shall be borne by University, excluding loss or damage caused by acts, omissions, or negligence of the Contractor. Contractors shall require its subcontractors of any tier to bear the same risk of loss and .

3-2 INDEMNIFICATION

Contractor shall indemnify, defend and hold the University and the State of Idaho harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorneys fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on Contractor's part to be performed under the terms of this Agreement, or arising from any act, negligence or the failure to act of Contractor, or any of its agents, subcontractors, employees, invitees or guests. Contractor, upon notice from the University, shall defend the University at Contractor's expense by counsel reasonably satisfactory to the University. Contractor, as a material part of the consideration of the University, hereby waives all claims in respect thereof against the University.

Contractor shall: (a) notify the University in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperate completely with the University and/or the University's insurers in the defense of such injury or claim; and (c) take no steps such as admission of liability which would prejudice the defense or otherwise prevent the University from protecting the University's interests.

3-3 INSURANCE

7.3.1 General Requirements

7.3.1.1 Contractor and its subcontractor(s) of any tier are required to carry the types and limits of insurance shown in this insurance clause, section 8.0, and to provide University with a Certificate of Insurance ("certificate"). All certificates shall be coordinated by the Contractor and provided to the University within seven (7) days of the signing of the contract by the Contractor. Certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for thirty (30) days' written notice to University prior to cancellation, non-renewal, or other material change of any insurance referred to therein as evidenced by return receipt of United States certified mail. Said certificates shall evidence compliance with all provisions of this section 8.0. Exhibit A of this Agreement contains a Request for Certificate of Insurance which shall be given to the insurance broker or agent of the Contractor and its subcontractor(s) of any tier, upon award of bid to Contractor.

7.3.1.2 Additionally and at its option, Institution may request certified copies of required policies and endorsements. Such copies shall be provided within (10) ten days of the Institution's request.

7.3.1.3 All insurance required hereunder shall be maintained in full force and effect with insurers with Best's rating of AV or better and be licensed and admitted in Idaho. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage University may choose to maintain. Failure to maintain the required insurance may result in termination of this Agreement at University's option.

7.3.1.4 All policies except Workers Compensation and Professional Liability shall name University as Additional Insured. The Additional Insured shall be stated as: "State of Idaho and The Regents of the University of Idaho". Certificate Holder shall read: "University of Idaho." Certificates shall be mailed to: University of Idaho, Risk Management, P.O. Box 443162, Moscow, ID 83844-3162.

7.3.1.5 Failure of University to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Institution to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of Contractor and its subcontractor(s) of any tier to maintain such insurance.

7.3.1.6 No Representation of Coverage Adequacy. By requiring insurance herein, University does not represent that coverage and limits will necessarily be adequate to protect Contractor and its subcontractor(s) of any tier, and such coverage and limits shall not be deemed as a limitation on the liability of the Contractor and its subcontractor(s) of any tier under the indemnities granted to University in this Agreement.

8.1.7 Contractor is responsible for coordinating the reporting of claims and for the following: (a) notifying the Institution in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperating completely with University in the defense of such injury or claim; and (c) taking no steps (such as admission of liability) which will prejudice the defense or otherwise prevent the University from protecting its interests.

3.3.2 Required Insurance Coverage.

Contractor and its subcontractor(s) of any tier shall at its own expense obtain and maintain:

7.3.2.1 Commercial General and Umbrella / Excess Liability Insurance. Contractor and its subcontractor(s) of any tier shall maintain Commercial General Liability ("CGL") written on an occurrence basis and with a limit of not less than \$1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than \$1,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under a contract including the tort liability of another assumed in a business contract. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy.

7.3.2.2 Commercial Auto Insurance. Contractor and its subcontractor(s) of any tier shall maintain a Commercial Auto policy with a Combined Single Limit of not less than \$1,000,000; Underinsured and Uninsured Motorists limit of not less than \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than \$10,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included.

7.3.2.3 Business Personal Property. Contractor and its subcontractor(s) of any tier shall purchase insurance to cover Business Personal Property of Contractor and its subcontractor(s) of any tier. In no event shall University be liable for any damage to or loss of personal property sustained by Contractor, even if such loss is caused by the negligence of Institution, its employees, officers or agents. Waiver of subrogation language shall be included.

7.3.2.4 Workers' Compensation. Contractor and its subcontractor(s) of any tier shall maintain all coverage statutorily required of the Contractor and its subcontractor(s) of any tier, and coverage shall be in accordance with the laws of Idaho. Contractor and its subcontractor(s) of any tier shall maintain Employer's Liability with limits of not less than \$100,000 / \$500,000 / \$100,000.

7.3.2.4 Professional Liability. If professional services are supplied to Institution, Contractor and its subcontractor(s) of any tier, Contractor and its subcontractor(s) of any tier shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy

period and reported within three years of the date of occurrence. Limits of liability shall be not less than one million dollars (\$1,000,000).

**UNIVERSITY OF IDAHO
GENERAL TERMS AND CONDITIONS**

1. **THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN. ALL ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CONTRACTOR ARE OBJECTED TO AND ARE HEREBY REJECTED, UNLESS OTHERWISE PROVIDED FOR IN WRITING BY THE PURCHASING MANAGER, UNIVERSITY OF IDAHO.**
2. **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 the University of Idaho Department of Purchasing Services.
3. **PACKING:** No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified.
4. **DELIVERY:** For any exceptions to the delivery date as specified on the order, Contractor shall give prior notification and obtain approval thereto from the University of Idaho Department of Purchasing Services. 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.
5. **SHIPPING INSTRUCTIONS:** Unless otherwise instructed, all goods are to be shipped prepaid and allowed, FOB Destination.
6. **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.
7. **REJECTION:** All goods, materials, or services purchased herein are subject to approval by the University of Idaho. 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 University of Idaho or returned, will be at Contractor's risk and expense.
8. **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 University. No substitutions will be permitted without written authorization of the University of Idaho Department of Purchasing Services.
9. **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 University of Idaho. All costs of replacement, including shipping charges, are to be borne by the Contractor.
10. **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.
11. **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.
12. **TERMINATION:** In the event of a breach by Contractor of any of the provisions of this Agreement, the University of Idaho 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 the University of Idaho resulting from Contractor's breach of Agreement.
13. **TRADEMARKS:** Contractor shall not use the name, trade name, trademark, or any other designation of the University, 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 University's prior written consent in each case.

14. OSHA REGULATIONS: Contractor guarantees all items, or services, meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act.
15. TAXES: The University of Idaho is exempt from payment of Idaho State Sales and Use Tax. In addition, the University is generally exempt from payment of Federal Excise Tax under a permanent authority from the District Director of the Internal Revenue Service. Exemption certificates will be furnished as required upon written request by Contractor. If Contractor is required to pay any taxes incurred as a result of doing business with the University of Idaho, 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.
16. 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 heirs, legal representatives, successors and assigns.
17. ASSIGNMENTS: No Agreement, order, or any interest therein shall be transferred by Contractor to any other party without the approval in writing of the Purchasing Manager, University of Idaho. Transfer of an Agreement without approval may cause the rescission of the transferred Agreement at the option of the University of Idaho.
18. 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.
19. 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.
20. 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.
21. PRICE WARRANTY FOR COMMERCIAL ITEMS: Contractor warrants that prices charged to the University of Idaho 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.
22. 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.
23. UNIVERSITY REGULATIONS: Contractor shall follow and comply with all rules and regulations of the University and the reasonable instructions of University personnel.
24. 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 Latah, state of Idaho, and Contractor agrees to submit to the jurisdiction of such courts.

UNIVERSITY OF IDAHO - REQUEST FOR PROPOSAL

Exhibit A – Request for Certificate of Insurance from Contractor*

***If bid is awarded to Contractor**

Page 1 of 2

Give this form to your insurance agent / broker

Agents/ Brokers: RETURN A COPY OF THESE INSTRUCTIONS WITH YOUR CERTIFICATE.

Certificates without a copy of these instructions will not be accepted.

Contractor and its subcontractors of any tier (“Insured”) are required to carry the types and limits of insurance shown in this Request, and to provide University of Idaho (“Certificate Holder”) with a Certificate of Insurance within seven (7) days of the signing of this Contract.

- Certificate Holder shall read:

State of Idaho and the Regents of the University of Idaho
Attn: Risk Management
P.O. Box 443162
Moscow, ID 83844-3162

- Description area of certificate shall read: Attn: Contract for Services
- All certificates shall provide for thirty (30) days’ written notice to Certificate Holder prior to cancellation or material change of any insurance referred to in the certificate.
- All insurers shall have a Best’s rating of AV or better and be licensed and admitted in Idaho.
- All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Certificate Holder may choose to maintain.
- All policies (except Workers Compensation and Professional Liability) shall name the following as Additional Insured: The Regents of the University of Idaho, a public corporation, state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho.
- Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided shall not be construed as a waiver of Insured’s obligation to maintain such insurance.
- Failure to maintain the required insurance may result in termination of this grant or contract at the Certificate Holder’s option.
- By requiring this insurance, Certificate Holder does not represent that coverage and limits will necessarily be adequate to protect Insured, and such coverage and limits shall not be deemed as a limitation on Insured’s liability under the terms of the grant or contract.
- A copy of this certificate request must be sent with the Certificate.

UNIVERSITY OF IDAHO - REQUEST FOR PROPOSAL

Exhibit A – Request for Certificate of Insurance from Contractor*

***If bid is awarded to Contractor**

Page 2 of 2

Required Insurance Coverage. Insured shall obtain insurance of the types and in the amounts described below.

- Commercial General and Umbrella Liability Insurance. Insured shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than \$1,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy.
- Commercial Auto Insurance. Insured shall maintain a Commercial Automobile Policy with a Combined Single Limit of not less than \$1,000,000; Underinsured and Uninsured Motorists limit of not less than \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than \$5,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included.
- Business Personal Property and/or Personal Property. Insured shall purchase insurance to cover Insured's personal property. In no event shall Certificate Holder be liable for any damage to or loss of personal property sustained by Insured, whether or not insured, even if such loss is caused by the negligence of Certificate Holder, its employees, officers or agents.
- Workers' Compensation. Where required by law, Insured shall maintain all statutorily required Workers Compensation coverages. Coverage shall include Employer's Liability, at minimum limits of \$100,000 / \$500,000 / \$100,000.
- Professional Liability. If professional services are supplied to the Institution, Insured shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Limits of liability shall be not less than one million dollars (\$1,000,000).

If you have additional questions, please contact:

Carry Salonen, Risk Specialist, University of Idaho.
PH (208) 885-7177. FAX (208) 885-9490
csalonen@uidaho.edu

**CONSENT AGENDA
MAY 15, 2013**

BOISE STATE UNIVERSITY

SUBJECT

Video Board for Bronco Stadium

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3

BACKGROUND/DISCUSSION

Boise State University requests permission to purchase a new video board for Bronco Stadium. The proposed video board measures approximately 33 x 60 feet and includes sound baskets and permanent advertising panels on the top and bottom.

The current video board was installed in 2001 and is near the end of its useful life. Due to the age of the board, replacement parts are difficult to find and costly to acquire.

IMPACT

An RFP has been issued and is being managed by Learfield. Based on initial estimates, the total cost is expected to be between \$1.5 to \$2 million. Athletics has secured \$500,000 in donor commitments to support the project. If the winning bid exceeds \$1.5 million, Athletics will secure additional donations to fund the balance or reduce the scope of the project. Funding sources include:

Donations	\$1,000,000
Learfield Equipment Stipend	\$250,000
Athletics Reserves	<u>\$750,000</u>
	\$2,000,000

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to acquire and install a video board for Bronco Stadium for a cost not to exceed \$2 million and to authorize the vice president for finance and administration (or her designee) to execute all necessary documents for such acquisition and installation.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**CONSENT AGENDA
MAY 15, 2013**

THIS PAGE INTENTIONALLY LEFT BLANK