



COUNTY OF CANYON

Canyon County Fair Expo Building Construction Project

STAGE 1 OF 2: REQUEST FOR QUALIFICATIONS (RFQ)

Issued By:

BOARD OF COUNTY COMMISSIONERS

Submit Qualifications to:

Board of County Commissioners

1115 Albany Street

Caldwell, Idaho 83605

Telephone: (208) 454-7507

Fax: (208) 454-7336

bocc@canyonco.org

Qualifications must be received by 8:59 a.m. August 18, 2020

Return in a sealed envelope marked:

"Request for Qualifications

Canyon County Fair Expo Building Construction Project"

Submittals received after said time/date may be returned unopened.

TABLE OF CONTENTS

- I. INTRODUCTION 3
 - A. Notice 3
 - B. Background 3
 - C. Goals 4
 - D. Contact 5
- II. GENERAL PROJECT REQUIREMENTS 6
- III. RFQ PROCESS 7
 - A. Schedule of Events 7
 - B. Time: 7
 - C. Pre-Statement of Qualification Conference: 7
 - D. Questions/Clarifications/Objections to RFQ: 7
 - E. Procedure: 7
 - F. RFQ Preparation Costs: 8
 - G. Delivery to County: 8
- IV. PROJECT CONTRACTOR INFORMATION 9
 - A. Cover Letter: 9
 - B. Table of Contents: 9
 - C. Overview of Firm: 9
 - D. Contractor Financial Report: 10
 - E. Experience: 10
 - F. List of Similar Projects: 10
 - G. Customer Reference List: 10
 - H. Proposed Contractor’s Staff: 11
 - I. Proposed Sub-Contractors: 11
 - J. Statement of Approach: 11
 - K. Disclosure of Contractor Confidential Information: 12
 - L. Signature of Agent: 12
- V. EVALUATION AND SELECTION PROCESS 13
- VII. GENERAL TERMS AND CONDITIONS 15
 - A. Contract Type 15
 - B. Termination: 15
 - C. Governing Laws: 16
 - D. Performance Bond and Payment Bond: 17
 - E. Insurance: 17
 - F. Equal Employment Opportunity: 19
 - G. Contractor Personnel: 19
 - H. Contractor Cooperation: 19
 - I. Warranty: 19
 - J. Indemnity: 19
 - K. Non-Appropriations: 19
 - L. Assignment: 19

I. INTRODUCTION

A. Notice

Notice is hereby given that Canyon County, Idaho, is requesting Statements of Qualification (“SOQ”) pursuant to the provisions of Idaho Code § 67-2805(3)(b) for the purpose of identifying Contractors qualified to bid on the construction portion of the Canyon County Fair Expo Building Construction Project (the “Project”). This Request For Qualifications (“RFQ”) is furthermore intended to be administered in compliance with Idaho Code § 67-2309.

This RFQ serves as the first part of a two-part process and functions as the tool by which the County will identify Contractors that meet certain County-established minimum requirements to bid the project. Upon completion of this first phase, the County will issue an Invitation for Bids (“IFB”) to the qualifying Contractors. Compliance with the instructions and deadlines of both the RFQ and IFB will be required of the selected Contractor, if any. The Contractor must possess a valid Idaho Public Works Contractor’s License, Class Unlimited, at the time of contract execution, and a valid Idaho Bureau of Occupational License credential to submit a SOQ.

The County will establish pre-qualified bidders during this phase by evaluating submitted SOQs for demonstrated technical competence, experience with similar construction under similar circumstances, prior experience with Canyon County, available nonfinancial resources, equipment and personnel, overall performance history, and compliance with the process established by this RFQ.

B. Background

Canyon County is located in southwest Idaho, and is part of the Boise-Nampa Metropolitan Statistical Area. The County is largely agricultural, with primary government operations housed in the Canyon County Courthouse, located in the City of Caldwell. The County has a current population of approximately 200,000 persons, a figure that has more than doubled since 1990. The Canyon County Fair is an agency of Canyon County which is advised by a community board appointed by the Board of County Commissioners.

For over 130 years the Canyon County Fair has been the place for Canyon County to gather in celebration of their community through competition, culture, creativity and world-class agricultural heritage. The Canyon County Fair is a four-day event held in late July that draws nearly 50,000 people annually to celebrate and experience Canyon County’s culture. The 2021 Fair will be held July 29th through August 1st.

The Fair is held at a multipurpose complex known as the Caldwell Events Center that houses, amongst other regular activities, the annual Fair, Caldwell Night Rodeo, and College of Idaho sporting events. The Fair offices are located in the Canyon County Fair Building in the northwest corner of the Events Center. During the Fair the current dirt floor Fair Building is a

center for livestock activities and available for rent for community events, agriculturally related and unrelated, the remainder of the year.

The Project, Fair Expo Building, is intended to be center of various exhibits, concerts, and rentals for use both during the County Fair and throughout the year. The Project will also relocate the primary office space for the Fair staff. The Project will be built on the northeast corner of the Events Center, the corner of S. Georgia Avenue and Stocktrail Road, also known as the "Wilson Drain Property." The Project is funded by Canyon County with some costs being reimbursed by the Caldwell Urban Renewal Agency. The City of Caldwell will be providing the site for the Project.

The County desires to utilize the existing drain/creek as an architectural feature of the property, which will require significant improvements. These improvements are not be part of this RFQ, Project. The remainder of the property would be used for concert seating and/or parking with pedestrian bridges crossing over the drain/creek.

The Project is designed by Cole Architects, Professional Limited Liability Company. Construction documents for the project are being prepared for the second phase of this selection process. The concept design for the Canyon County Fair Expo Building is affixed to this RFQ as Attachment A. The design will utilize a pre-engineered metal building (e.g., American Buildings, Butler Manufacturing, R&M Steel or the equivalent) which qualifying Contractors will bid in the second phase. A pre-engineered metal building manufacturer will not be specified in the IFB.

C. Goals

The County's goals for this Project include:

- Identification during this Phase I RFQ of Contractors qualified, in the County's opinion, to submit bids for the construction of the Canyon County Fair Expo Building;
- Rapid initiation and timely completion of construction per prints;
- Quality of construction;
- Minimization of disruption and inconvenience to current County operations and the public;
- Best value delivery of the Project within budget.

Time is of the essence in this Project. The County hopes to have the project completed prior to the 2021 Canyon County Fair which begins July 29, 2021.

D. Contact

This project is being directed by:

Director Paul Navarro, Canyon County Facilities & Maintenance
Canyon County Courthouse
1115 Albany Street
Caldwell, ID 83605
Email: pnavarro@canyonco.org
Telephone: (208) 454-7473

With the exception of official public written communication as described below, prospective Contractors are prohibited from receiving any advice or discussing any aspect relating to the Project or the procurement of the Contract with any person employed by or affiliated with Canyon County.

II. GENERAL PROJECT REQUIREMENTS

Canyon County expects the pre-qualified bidders identified by this Phase I RFQ to submit bids including all necessary labor, travel and subsistence, home and field office expenses, materials, equipment, taxes, overhead and profit, escalation, and all associated costs to permit and construct the Canyon County Fair Expo Building in accordance with a Public Works Construction Contract with Canyon County, the minimum criteria contained in this Phase I Request for Qualifications ("RFQ"), the Phase II Invitation for Bids, and the approved final design. In accordance with construction documents prepared by Cole Architects, Professional Limited Liability Company, it is anticipated that the construction will meet all relevant building codes and standards. The selected Contractor will be responsible for obtaining the necessary permits and performing the work per prints within an agreed-upon budget and schedule.

The selected Contractor will develop a Master Schedule to provide a detailed project sequence and timeline for conduct of the project. The Master Schedule shall include a schedule of values including subcontractor costs, divided into in sufficient detail to be used by the County to authorize work and payment as the project proceeds.

III. RFQ PROCESS

A. Schedule of Events

The following is a tentative schedule of events concerning the qualification and selection process:

1. Signing of Legal Notice and Distribution of RFQ.....8:30 am. July 9, 2020
2. Publication (Idaho Press Tribune).....July 15 and 22, 2020
3. Pre-Statement of Qualification Conference.....1:00 p.m. July 29, 2020
4. Questions/Clarifications/Objections to RFQ Due.....4:00 p.m. August 5, 2020
5. Addendum #1.....9:00 a.m. August 11, 2020
6. Statements of Qualification Due Date.....8:59 a.m. August 18, 2020
7. Qualification Opening, Selection Process Begins9:00 a.m. August 18, 2020
8. Supplemental interviews with selected prospective Contractors (if necessary):
.....Week of August 24-28, 2020
9. Notice of Prequalification StatusTo Be Decided
10. Appeals of Prequalification Status..... To Be Decided
11. Stage II, Invitation for Bids begins.....To Be Determined

B. Time:

All references to the hours of a day shall refer to Caldwell, Idaho time.

C. Pre-Statement of Qualification Conference:

The County will hold a pre-statement of qualification conference to discuss this RFQ with potential Contractors at 1:00 p.m. July 29, 2020 in the Canyon County Fair Building, 111 South 22nd Avenue, Caldwell, Idaho 83605. Attendance is encouraged, but not mandatory.

D. Questions/Clarifications/Objections to RFQ:

Questions, requests for clarification, and objections relating to the RFQ or the RFQ process will be considered only if they are submitted in writing and received by the Clerk of the Board of Commissioners no later than 4:00 p.m. August 5, 2020. All County-issued responses to such inquiries will be provided in a written addendum. No verbal answers or clarifications will be binding on the County or the proposer. The County will respond to timely submitted proposer questions by issuing an addendum in accordance with the Schedule of Events.

Questions, requests for clarification, and objections that are not timely submitted will be deemed waived.

E. Procedure:

Sealed SOQs submitted pursuant to this RFQ must be received by the office of the Board of County Commissioners, Canyon County Courthouse 1115 Albany Street, Caldwell ID, 83605, no

later than 8:59 a.m. August 18, 2020. Seven (7) hard/paper copies must be supplied at the time of the submittal, along with seven (7) cd-rom (or other digitally formatted) copies. Late qualifications may not be accepted, opened or considered. Each submittal must include the legal name of the proposer and a statement whether the Contractor is a sole proprietor, a partnership, a corporation or other legal entity, and shall be signed by the person or persons legally authorized to do so.

Each submission must affirm that the names and credentials of personnel proposed to work on the Project are used with the express permission and understanding of such persons.

F. RFQ Preparation Costs:

Costs for developing submittals pursuant to this RFQ are entirely the responsibility of the proposer and shall not be chargeable to the County. By submitting Statements of Qualification, the prospective Contractors agree that the contents of the submittals, suggested approaches contained therein, and any supporting analysis will become the property of Canyon County.

G. Delivery to County:

No facsimile qualifications will be accepted. It is the proposer's responsibility to ensure that qualifications are received on time.

IV. PROJECT CONTRACTOR INFORMATION

We are seeking to identify the contractors most qualified, in the sole opinion of Canyon County, to bid on the construction services contemplated by this RFQ and IFB process. The various sections of this RFQ are intended to provide each potential Contractor with the opportunity to document and demonstrate its qualifications.

Submittals must adhere to the structure outlined in this section of the RFQ. Responses that do not adhere to the structure may be disqualified from review.

A. Cover Letter:

1. Use your firm's letterhead. Address the cover letter to:

Chairman
Board of County Commissioners
Canyon County Courthouse
1115 Albany Street
Caldwell, Idaho 83605
BOCC@canyonco.org

2. Identify the submitting firm by name, main business office, field office conducting work (if applicable), and contact person.
3. Identify the firm's parent corporation by name and business location. If the firm has no parent corporation, state that this is the case. State that you have read the RFQ and are prepared to comply with contractual requirements.
4. Include a brief statement of the firm's understanding of the work to be accomplished.
5. Provide any additional explanatory information you believe will be necessary or helpful.
6. Signature of Company Principal authorized to sign contracts.

B. Table of Contents:

1. Use tabs between sections and number each page.

C. Overview of Firm:

1. Briefly summarize the history of your firm.

2. Describe the management structure of your firm. If it is responsible to a board of directors, include their names.
3. Disclose any claims or unresolved claims currently ongoing or pending, and/or any potential or anticipated litigation.

D. Contractor Financial Report:

The Contractor must provide a copy of the Contractor's most recent corporation annual report. If no annual report is available, the Contractor must provide the latest audited financial report prepared by a certified public accountant. In no case shall the Contractor's accounts payable be in arrears greater than thirty (30) days. If this information is considered confidential by the Contractor it must be clearly labeled as such, and be presented in a separate sealed envelope with the RFQ response package. See Section IV.K below for additional information.

E. Experience:

Describe the expertise your firm has to conduct this type of professional design service. Please include a short discussion of technical qualifications, awards, publications, studies, typical projects, etc., that demonstrate a thorough knowledge and professional competence.

F. List of Similar Projects:

Describe local, regional or national projects of a similar size and scope in which the potential Contractor has been involved during the last five (5) years. Please provide a project budget, completion dates, and photographs of finished project, along with the name and telephone number of owners, and any written references from owners that are available for those projects.

Identify projects completed or ongoing that are similar in scope and size to the project under consideration; adherence to previous project guidelines or requirements; ability to stay within negotiated fees and schedules; quality of service; and personalized attention to the project.

Please also provide information documenting the cost per square foot of these similar projects, including the difference between bid amount and final cost.

G. Customer Reference List:

The Contractor will provide a list of customers who have used your services. Customers on each Contractor list (and any other the County may select) may be contacted. The customers will be interviewed in multiple areas including but not limited to the ability, capability, and skill of the Contractor to perform the contract or provide the services required, the character, integrity, reputation, judgment and efficiency of the Contractor. The majority of the customers must respond positively in order for the Contractor to be successful in this portion of the evaluation.

Please provide references; names, addresses and phone numbers of firms that have dealt with designated team individuals on at least three (3) other similar projects.

If the Contractor has performed public works construction for Canyon County, it must clearly identify the project. The County's past experience with prospective Contractors will weigh heavily in the evaluation.

H. Proposed Contractor's Staff:

The qualifications should be clear and to the point. Emphasis should be placed on specific qualifications of the people who will actually perform the project and the firm's ability to manage multiple projects simultaneously. All Contractor's personnel with professional licensure must be licensed to practice in the State of Idaho or work under the direct supervision of a professional licensed in the State of Idaho.

Please provide resumes of the specific team members expected to accomplish the work described in this RFQ. Delineate respective responsibilities, estimated associated hours, and discuss their qualifications relative to this request. Provide specific examples of team experience relative to a minimum of three (3) similar projects, briefly illustrating the team's ability to complete such projects. Notation of special training or particular experiences in developing comprehensive long-range business and facility plans for fairgrounds and similar operations will be helpful.

I. Proposed Sub-Contractors:

The selected Contractor will directly contract with all sub-contractors, who will work under the sole direction of the Contractor, and Contractor will be responsible for all actions of such sub-contractors. All sub-contractors shall be licensed to conduct business in the State of Idaho. Contractor shall provide to County, and the County approve, all documentation regarding sub-contractors for permits, proof of insurance including both liability and statutory workman compensation coverage, any special licenses required, or any other requirement before subcontractor conducts any work on the project.

Contractor shall provide a list all projected sub-contractors the Contractor may use in the conduct of this investigation. The Contractor shall provide name of the firm, name of the principal of the firm, company representative for this project, contact telephone number, FAX, email, mailing address, and statement that the firm is licensed to conduct business in the State of Idaho. In addition, provide a brief statement describing the role that the sub-contractor will perform in the investigation and their credentials to conduct this work

J. Statement of Approach:

Although Contractors are expressly prohibited from addressing cost of fees during this Phase I, the underlying Project shall require the generation of a Master Schedule to address the major

components of the project. In responding to this RFQ, the proposer should present a statement of approach to the generation of such a Master Schedule that identifies and addresses potential phases of the project, including projected timeframes.

After eligible Contractors are pre-qualified, the County will issue an IFB for the project. In responding to that IFB, contractors will be required to provide is selected, and under contract with the County, the Contractor will provide a schedule of values including subcontractor costs for each task as defined by the Master Schedule. Each Master Schedule task shall be defined in sufficient detail to be used by the County to authorize the investigation to proceed. Authorization of each task will be provided by the County before any work is conducted on such task. Master Schedule tasks will generally be authorized by the County sequentially. The Master Schedule and individual task descriptions may be modified at any time during the conduct of the investigation to provide continuity with the objectives of the project and to facilitate the completion of the project.

K. Disclosure of Contractor Confidential Information:

As provided in Section V of this RFQ, interviews may be conducted with responsible proposer(s) who submit qualifications determined, by preliminary ranking, to have a reasonable likelihood of receiving the final highest ranking. After the opening of the qualifications by the County, the qualifications, except for Contractor -deemed confidential financial information, may be available, if requested, for public inspection. The Contractor must separately seal any financial information the Contractor deems confidential, and must agree to indemnify and hold harmless Canyon County for barring this confidential material from public inspection.

L. Signature of Agent:

Each qualification and any clarification to that qualification shall be signed by an officer of the Contractor company or a designated agent empowered to bind the firm or team in a contract.

V. EVALUATION AND SELECTION PROCESS

The County will review submitted qualifications to assure that a qualified Contractor, if any, is chosen for its low bid. The County reserves the right:

- To reject any or all submittals, or any part thereof;
- To waive any minor defects in the submittal if this is to the advantage of the County;
- To accept the submittal that is in the best interest of the County.

The County will pre-qualify the Contractors that the County determines, best qualified to provide the required services, pursuant to the County's criteria contained within this RFQ. This Phase I is not an Invitation for Bids. SOQs that purport to establish a bid amount for the project may be deemed unresponsive.

Although the Board of County Commissioners reserves the unilateral authority to pre-qualify Contractor firms (if any) that best meet, in the County's sole discretion, the requirements of this RFQ, the County intends to form a SOQ Review Committee consisting of at least three (3) members potentially including outside consultants to recommend pre-qualification and participate in subsequent interviews with the Board if necessary.

Submitted qualifications will be evaluated against the RFQ Checklist, affixed hereto as Attachment B and incorporated by reference, to determine responsiveness.

The County may consider, but is not necessarily limited to, the following factors in evaluating the perceived congruence of its selection criteria and needs against the submitted SOQs:

- Responsiveness to the RFQ Requirements;
- The quality of performance of previous contracts or services;
- The ability, capability and skill of the proposer to perform the contract to provide the services required;
- References of the Contractor;
- The number and scope of the conditions attached to the SOQ;
- Options and flexibility;
- The character, integrity, reputation, judgment and efficiency of the proposer;
- Preference will be given to proposers with a presence in Canyon County;
- The proposing firm, its principals and subcontractors are current on all obligations to Canyon County;
- Other factors, as deemed important, in the County's sole discretion.

It is expected that the Contractor teams will propose the most efficient layout to deliver the complete program outlined in the body of this RFQ.

The County's decision regarding prequalification status shall be final. The County's waiver of a minor defect shall in no way modify the RFQ or excuse the Contractor from full compliance with its specifications if the Contractor is awarded the contract. The County reserves the right to let separate contracts on any aspect of the work.

Qualifications which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Contractor firm, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the RFQ, the RFQ shall be rejected.

As reflected by the tentative Schedule of Events in Section III.A, above, the County may choose to conduct supplemental interviews with the highest preliminarily ranked Contractor firms prior to establishing a final ranking. Notice of which firms have been selected for supplemental interviews will be provided to all firms that submitted a SOQ.

Subsequent to the supplemental interviews, the County will issue a notice of pre-qualification status, with copies of such notice to each firm that submitted a SOQ. Any actual proposer aggrieved in connection with the notice of pre-qualification status may submit a written objection within seven (7) days. The Board's prequalification decision on appeal can be appealed to the public works contractor licensing board within fourteen (14) days.

VII. GENERAL TERMS AND CONDITIONS

The evaluation of qualifications submitted in response to this RFQ may result in the issuance of an Invitation for Bids. No work is authorized through this RFQ by the County to any person, firm, or Contractor until a final contract is approved and executed by both the County and the selected proposer, if any.

Should a contract be offered and executed following the IFB stage, its General Terms and Conditions may include, but not be limited to, the following:

A. Contract Type

The contract will be a fixed-price Public Works Construction Contract. The Fixed Contract Price shall not be modified unless all conditions precedent to a change in the Fixed Contract Price have been satisfied, including the execution of a Change Order in accordance with the requirements of the Contract.

B. Termination:

1. Termination by County for Convenience

The County may, for any reason whatsoever, or without reason, terminate performance under the Agreement by Contractor for convenience. County shall give at least thirty (30) days prior written notice of such termination to Contractor specifying when termination becomes effective. Contractor shall stop Design Services and Work at such time. When terminated for convenience, Contractor shall be compensated as follows:

- a. That portion of the Fixed Contract Price representing the value of the the Work, as reflected on the schedule of values, performed by Contractor prior to the date of termination, which is completed and accepted by the County for which Contractor has not been previously paid;
- b. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Design Services and the Work, including reasonable costs of settling and paying costs and claims arising out of the termination of subcontractors or orders.

In no event shall Contractor be entitled to recover anticipated profits or consequential damages from the County on account of a termination for convenience or erroneous termination for cause.

2. Termination by County for Cause

If Contractor does not perform the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise commits a violation of a material provision of the Agreement, then County may be written notice to Contractor, without prejudice to any other right or remedy against Contractor or others, terminate the performance of Contractor.

3. Erroneous Termination for Cause

In the event the Agreement is terminated by Cause by the County for reasons subsequently determined by a court to be without cause, such termination shall be deemed a Termination for Convenience for all purposes.

4. Termination by Contractor for Prolonged Suspension of Performance

If performance of the Agreement is stopped for a period of ninety (90) consecutive days at the direction of County, or by an order of any court, and provided that such suspension is through no fault of the Contractor or any person or entity working directly or indirectly for Contractor, Contractor may, terminate performance under the Agreement.

5. Termination by Contractor for Cause

If the County shall persistently or repeatedly fail to perform any material obligation to Contractor for a period of thirty (30) days after receiving written notice from Contractor of its intent to terminate hereunder, Contractor may terminate performance under the Agreement. In such event, Contractor shall be entitled to recover from County on the terms and conditions and in such amounts as though the County had terminated Contractor's performance under the Agreement for convenience, as described above.

Either party hereto may terminate the Contract upon giving thirty (30) days written notice to the other in the event that such other party substantially fails to perform its material obligations set forth in the Contract;

C. Governing Laws:

This Contractor Contract shall be construed in accordance with, and governed by, the laws of the State of Idaho. Any action concerning the Contractor Contract shall be brought in the Third District Court, Canyon County, State of Idaho.

D. Performance Bond and Payment Bond:

Contractor shall furnish separate performance and payment bonds to Owner. Each bond shall set forth a penal sum in an amount not less than the Fixed Contract Price. Each bond furnished by Contractor shall incorporate by reference the terms of the Contract as fully as though they were set forth verbatim in such bonds. In the event the Fixed Contract Price is adjusted by Change Order executed by Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by Contractor shall be written by a company having an A.M. Best rating of A VIII or better. Surety shall be licensed to do business in the State of Idaho. The Bonds required hereunder shall be provided to Canyon County Operations, and shall name Canyon County as the obligee.

E. Insurance:

The Contractor shall maintain the following Insurance at all times this Contract is in effect and for the stated periods after final completion of the Project:

1. **Workers' Compensation** insurance meeting the statutory requirements of the State of Idaho.

2. **Employers' Liability** insurance providing limits of liability in the following amounts:

Bodily Injury by Accident:	\$100,000 each accident
Bodily Injury by Disease:	\$500,000 policy limit
Bodily Injury by Disease:	\$100,000 each employee

3. **Commercial General Liability** insurance providing limits of liability in the following amounts, with aggregates applying separately on a "per project" basis:

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000
Fire Legal Liability:	\$50,000

The Commercial General Liability ("CGL") insurance policy shall be written on an "Occurrence" form and shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). Canyon County and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL with the Additional Insured endorsement providing coverage for Completed Operations.

4. **Business Automobile Liability** insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Contract.
5. **Commercial Umbrella Liability** insurance providing liability coverage of \$10,000,000 each occurrence and \$10,000,000 aggregate with a retained limit not to exceed \$100,000. The Commercial Umbrella Liability policy must include in its Schedule of Underlying Insurances policies providing coverage as described in subparagraphs 1 through 4 above.
6. **Professional Liability** insurance with limits of not less than \$5,000,000 per claim and \$5,000,000 aggregate, naming Canyon County as an additional named insured. If the insurance required by this section is obtained through a "Claims Made" policy, this coverage or its replacement shall have a retroactive date of not later than the inception of this Contract. Such insurance or its replacement shall also provide a minimum of five (5) years extended reporting coverage, or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Services are last provided under this Contract.
7. **Builders Risk** insurance providing "all risk" coverage with limits of not less than the fully completed contract price of the project. The Builders Risk policy must include coverage for the building(s), fixtures, materials, supplies, machinery and equipment used in or incidental to the construction project as well 'as property kept off-site or while in transit. Coverage must also include property of others in Contractor's care, custody, or control. In addition to Contractor, the County and all subcontractors shall be named as Insureds on the policy with coverage extending through the final completion date of the project. The policy must include a mutual waiver of subrogation clause for all Insured parties.

Each of Contractor's subcontractors and suppliers shall procure and maintain equivalent insurance coverage as described in subparagraphs 1 through 4 above and certificates evidencing such coverage must be presented to the Canyon County before the subcontractors or suppliers are permitted on the site of the project. If subcontractors do not have the required insurance, Contractor's policies must provide equivalent coverage for the subcontractors and their work.

F. Equal Employment Opportunity:

The selected Contractor shall comply with all provisions of federal, state and local regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, marital status, age, disability, or national origin.

G. Contractor Personnel:

The County may request replacement or deny access of any Contractor or subcontractor personnel believed unable to carry out the responsibilities of the contract, or unsuitable for working within the environment of County-owned property.

H. Contractor Cooperation:

The Contractor shall, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations in any way affecting the contract, or the work performed under the contract.

I. Warranty:

The services shall conform in all respects with the specifications in this RFQ.

J. Indemnity:

The Contractor shall indemnify and hold harmless the Owner from and against all liability, claims, loss, costs, and expenses arising out of, or resulting from, the services of the Contractor. In the event the Owner is alleged to be liable on account of alleged acts or omissions, of the Contractor, the Contractor shall defend such allegations and the Contractor shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses.

K. Non-Appropriations:

In order to comply with the requirements of Article VIII, Section 3 of the Constitution of the State of Idaho, the proposer understands and agrees that the County may cancel this contract for any fiscal year when the necessary funds for fulfillment of this contract are not budgeted for, and appropriated by, the County. The County may, solely at its option, at the end of any fiscal year of the County, cancel this contract, without penalty, if the County determines not to budget or appropriate funds from revenues legally available to it, for the goods and services contracted for. County's fiscal year shall commence on the 1st day of October of each year and shall terminate on the 30th day of September of the following year.

L. Assignment:

This Contract shall not be transferred by the Contractor to any other party.

VIII. CONCLUSION

Thank you for your interest in this important project.

DATED this 9th day of July, 2020.

BOARD OF COUNTY COMMISSIONERS

- Motion Carried Unanimously
- Motion Carried/Split Vote Below
- Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
<u>Unavailable for signature</u> Commissioner Leslie Van Beek	_____	_____	_____
<u>Tom Dale</u> Commissioner Tom Dale	<input checked="" type="checkbox"/>	_____	_____
<u>Pam White</u> Commissioner Pam White	<input checked="" type="checkbox"/>	_____	_____

ATTEST: CHRIS YAMAMOTO, CLERK

By: Jenew Ross
Deputy Clerk

ATTACHMENT A

Available for download at the Canyon County website by following the “Legal Notices & RFPs” Link.

ATTACHMENT B

RFQ CHECKLIST

As provided in Section V, above, the County intends to preliminarily rank the SOQs it receives to determine both responsiveness to the RFQ requirements and perceived congruence between each prospective Contractor’s qualifications and the County’s needs. The County may then arrange supplemental interviews with several of the highest preliminarily ranked firms, if deemed necessary by the County, to further distinguish between the contractors and establish a final top ranking.

Although the County intends to rely in part on objective measurements where possible, by submitting a SOQ interested Contractors acknowledge that the ranking and selection process will necessarily turn in large part on purely subjective standards.

The RFQs will be ranked based on the points noted in parentheses assigned to each item listed below. If “does not meet this requirement” is acknowledged, proposer may include an explanation as to why such requirement is not applicable. Inclusion of an explanation does not obligate the County to credit proposer for responding to the item.

The County intends to pre-qualify firms scoring at least 90 points, but reserves the right to adjust this threshold if necessary.

1. Proposer has provided an executed Attachment C, the Contractor Form. (2.5 pts)

Submittal meets this requirement: _____ does not meet this requirement: _____

Grader comment: _____

2. Proposer affirms that it is prepared to comply with contractual requirements detailed in Section VII. (2.5 pts)

Submittal meets this requirement: _____ does not meet this requirement: _____

Grader comment: _____

3. **Proposer has included Section IV. A. Cover letter. (2.5 pts)**

Submittal meets this requirement: _____ does not meet this requirement: _____

Grader comment: _____

4. **Proposer has included Section IV. B. Table of Contents. (2.5 pts)**

Submittal meets this requirement: _____ does not meet this requirement: _____

Grader comment: _____

5. **Proposer has included Section IV. C. Overview of Firm. (2.5 pts)**

Submittal meets this requirement: _____ does not meet this requirement: _____

Grader comment: _____

6. **Proposer has included Section IV. D. Contractor Financial Report. (2.5 pts)**

Submittal meets this requirement: _____ does not meet this requirement: _____

Grader comment: _____

7. **Proposer has included Section IV. E. Experience. (5 pts)**

Submittal meets this requirement: _____ does not meet this requirement: _____

Grader comment: _____

8. **Proposer has included Section IV F. List of Similar Projects. (5 pts)**

Submittal meets this requirement: _____ does not meet this requirement: _____

Grader comment: _____

9. **Proposer has included Section IV. G. Customer Reference List. (5 pts)**

Submittal meets this requirement: _____ does not meet this requirement: _____

Grader comment: _____

9.5. **Perceived strength of references:**

Uniformly excellent, would definitely use again (5pts) _____

Some reservations, maybe would use again (3pts) _____

Serious concerns, would not use again (0pts) _____

Grader comment: _____

10. **Proposer has included Section IV. H. Proposed Contractor's Staff. (5 pts)**

Submittal meets this requirement: _____ does not meet this requirement: _____

Grader comment: _____

11. **Proposer has included Section IV. I. Proposed Sub-Contractors. (5 pts)**

Submittal meets this requirement: _____ does not meet this requirement: _____

Grader comment: _____

12. **Proposer has included Section IV. J. Statement of Approach. (5 pts)**

Submittal meets this requirement: _____ does not meet this requirement: _____

Grader comment: _____

Perceived congruence between satisfaction of above-enumerated criteria and the County's needs in executing the Canyon County Fair Expo Building Project. (50 pts)

Submittal meets this requirement: _____ does not meet this requirement: _____

Grader comment: _____

Point Total: _____ / 100

Preliminary Ranking: _____ /

Additional Grader Comments:

Attachment C

CONTRACTOR FORM

Project Identification: **Phase I – Prequalification - Canyon County Fair Expo Building Construction Project**

This Proposal Is Submitted To:

Mailing: Canyon County
1115 Albany Street
Caldwell, ID 83605

Physical: Canyon County
1115 Albany Street
Caldwell, ID 83605

1. CONTRACTOR’S DECLARATION AND UNDERSTANDING

- 1.1. This proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Contractor has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal; Contractor has not solicited or induced any person, firm, or corporation to refrain from proposing; and Contractor has not sought by collusion to obtain for itself any advantage over any other Proposer or over County. Contractor further certifies that none of its principals are related within the second degree of kindred to a member of the Canyon County Board of County Commissioners or other Canyon County elected official.
- 1.2. By submitting this proposal, Contractor certifies it is qualified to perform public works construction in Idaho, or, if allowed by statute, covenants to obtain such qualification by the time of contract execution.
- 1.3. By submitting this proposal, Contractor agrees that this is a Request for Qualifications, not an Invitation for Bids or guarantee of any kind, and agrees that it has no property interest in its submittal or potential selection.
- 1.4. By submitting this proposal, Contractor agrees that costs for developing its submittal is entirely the responsibility of the Contractor and agree that the contents of the submittals, suggested approaches contained therein, and any supporting analysis will become the property of Canyon County.

2. ADDENDA

Contractor hereby acknowledges that it has received and read the RFQ, along with Addenda No. _____, _____, _____, _____, _____, _____ (Contractor shall insert number of each Addendum received) and agrees that Addenda issued are hereby made part of the RFQ Documents, and Contractor further agrees that this proposal includes impacts resulting from said Addenda.

3. CONTRACTOR

An Individual:

By: _____
Individual's Name & Signature

A Partnership:

By: _____
Partnership Name

Name & Signature of General Partner

Title

A Corporation:

By: _____
Corporation Name

State of Incorporation

By: _____
Name & Signature of Person Authorized to Sign

Title

[Corporate Seal]

A Joint Venture:

By:

_____ *Business Name*

_____ *Name & Signature of Person Authorized to Sign*

By:

_____ *Business Name*

_____ *Name and Signature of Person Authorized to Sign*

Each joint venturer must sign. The manner of signing each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.

All Proposers:

Name, Phone & Fax Numbers and Address for receipt of official communications and for additional information on this Proposal:

SUBMITTED ON: _____, 2020.