



COUNTY OF CANYON

REQUEST FOR QUALIFICATIONS (RFQ)

**DESIGN/ENGINEERING SERVICES FOR
CANYON COUNTY ELECTIONS BUILDING CONSTRUCTION PROJECT**

Issued By:

BOARD OF COUNTY COMMISSIONERS

Submit Qualifications to:

Board of County Commissioners

1115 Albany Street

Caldwell, Idaho 83605

Telephone: (208) 454-7507

bocc@canyonco.org

Two printed copies of the Statement of Qualifications for the County Elections Building, one USB drive containing a searchable PDF file of the complete submittal, and a cover letter including the email address of the primary contact for the submitting party must be received by:

9:00 a.m. on Thursday, June 1, 2023.

Statements of Qualification received after date and time will not be considered.

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I. INTRODUCTION

Canyon County, Idaho, is requesting Statements of Qualification (“SOQ”) from well-qualified persons or firms to provide Architectural and Engineering services—including civil engineering; landscape design; mechanical engineering; fire suppression and alarm design; and structural and electrical engineering (“A&E Services”)— for the construction of an approximate 16,500 square foot professional office building.

Selection of an A&E contractor will be based upon the criteria and process described by Idaho Code § 67-2320 and as set forth more specifically in Section B, below.

The following information must be submitted as part of your SOQ: Complete and comprehensive responses to each part of **Section III. PROPOSING CONTRACTOR INFORMATION** and **Section IV. RFQ CHECKLIST** of this RFQ. Any SOQ that does not provide a response to each of the required sections may be rejected as non-responsive.

A. General Project Requirements – Scope of Work

The selected professional will develop drawings/design for a 16,500 square foot building to be the new Canyon County Elections professional office building. The building will be located on a 1.3 parcel adjacent to the West Valley Humane Society on 5801 Graye Lane in Caldwell.

The design must include the following elements: mechanical and electrical systems, storage area for elections equipment with a drive-in/pass-through with two (2) large overhead doors, green room, impound room, drop-box secure area, early voting area, vault enclosed area, training room, absentee ballot preparation room, office space for staff, public and employee restrooms. Site development should include: paved and striped parking, paved area around building, landscaping.

The County intends to utilize a construction manager/general contractor for the Project. The selected A&E Professional will be expected to work and coordinate with the Construction Manager/General Contractor in all phases of the Project.

The initial budget estimate for the Project is, four million dollars (\$4,000,000.00), and is subject to change by the County. The anticipated start date for installation is Fall 2023, with an estimated completion date of Summer 2024.

B. Selection

The County will review submitted qualifications to assure that a qualified proposing contractor, if any, is chosen. The County will select the person or firm which the County determines is best qualified to provide the required services, ranking the proposing contractors in order of preference, pursuant to the County’s criteria contained within this RFQ. The County’s criteria will include an evaluation of each proposing contractor’s ability to fully respond to each of the provisions of this RFQ and meet the contract requirements as listed in **Section II. GENERAL TERMS AND CONDITIONS** parts C. through M.

Pursuant to I.C. § 67-2320, the County will thereafter negotiate with the highest ranked person or firm to perform the services at a price deemed by the County to be reasonable and fair to the public considering the estimated value, scope, complexity, and nature of services. In the event the County

is unable to reach an agreement with the highest ranked person or firm, we will terminate such negotiation and undertake negotiations with the next highest ranked person or firm, and so on as necessary.

Accordingly, proposing contractors are directed to **not** provide fee information with their SOQ.

C. Questions/Clarifications to RFQ

Questions regarding this RFQ and requests for any clarification regarding its terms or the Project will be considered only if they are submitted **in writing** and received by the Clerk of the Board of Commissioners no later than **5:00p.m. on Wednesday, May 17, 2023**. All questions and clarifications to the RFQ will be addressed in a written addendum to be issued **Tuesday, May 23, 2023**. No verbal answers or clarifications will be binding on the County or the proposing contractor. The addendums and RFQ will be made available in electronic and hard copy formats.

D. Time:

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

E. Procedure:

Sealed SOQ submitted pursuant to this RFQ must be received by the office of the Board of County Commissioners on or before **9 a.m. on Thursday, June 1, 2023**:

Board of County Commissioners
ATTN: Elections Building A&E
Canyon County Courthouse
1115 Albany Street
Caldwell, ID 83605

Two paper copies and one (1) digital copy of the SOQ saved in a searchable PDF format on a portable drive (i.e., thumb drive) must be supplied at the time of the submittal. Late qualifications will not be considered. Each submittal shall include the legal name of the proposing contractor and a statement whether the proposing 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.

F. SOQ Preparation Costs:

Costs for developing submittals pursuant to this RFQ are entirely the responsibility of the proposing contractor and shall not be chargeable to the County. By submitting an SOQ, the proposing contractor agrees 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:

It is the proposing contractor's responsibility to ensure that qualifications are received on time. SOQ's sent via fax will not be accepted.

H. Calendar of Events:

The following is a schedule of events concerning the proposal process:

- 1. Execution of the RFQ and Legal Notice 9:30a.m., Thursday, April 27, 2023
- 2. Publication..... Wednesday May 3 and May 10, 2023
- 3. Questions/Clarifications to RFQ Due 5:00p.m. Wednesday, May 17, 2023
- 4. Addendum #19:30a.m. Tuesday, May 23, 2023
- 5. SOQ Due Date 9:00 a.m., Thursday, June 1, 2023
- 6. Selection Process Begins..... 9:30a.m, Thursday, June 1, 2023
- 7. Notice of Ranking (top 3) released 9:30a.m., Thursday, June 15, 2023
- 8. Supplemental interviews (if necessary)TBD
- 9. Notice of Intent to Negotiate Issued by BoardTBD
- 10. Contract SigningTBD

I. Acceptance and Rejection

The County is entitled:

- To waive any minor defects in an SOQ if this is to the advantage of the County;
- To rank the SOQ and proposing contractors in its sole discretion according to the best interests of the County as determined by the Board of County Commissioners in accordance with the published selection criteria; and
- To terminate the RFQ process for the County’s convenience.

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

SOQs that contain false or misleading statements, or provide references that do not support an attribute or condition claimed by the proposing contractor, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the SOQ, the SOQ shall be rejected.

J. Disclosure of Proposing Contractor Confidential Information

As provided herein, interviews may be conducted with proposing contractors who are determined upon initial ranking to have a reasonable likelihood of final selection. Upon the County’s Notice of Ranking, each SOQ, except for proposing contractor-deemed confidential financial information, if any, shall be available, if requested, for public inspection. The proposing contractor must separately seal any financial information the proposing contractor deems confidential, and must agree to indemnify and hold harmless Canyon County for barring this confidential financial material from public inspection.

K. Signature of Agent:

Each SOQ and any clarification to that SOQ shall be signed by an officer of the proposing contractor or a designated agent empowered to bind the firm in a contract.

II. GENERAL TERMS AND CONDITIONS:

A. Introduction:

Proposing contractor's response to each of the requirements in Section **III. PROPOSING CONTRACTOR INFORMATION** is mandatory. Failure to respond to a requirement in this section, or non-adherence to a requirement in this section, may cause the SOQ to be rejected.

B. Type of Contract:

The evaluation of qualifications submitted in response to this RFQ may result in the issuance of a contract. General Terms and Conditions in the contract may include, but be not limited to, Sections **C. through M.** of this part, below. The contract may be the result of use of AIA or ConsensusDocs forms, or drafted between the parties, and will reflect the cooperative effort required between the design team, the construction manager, and the County. The County anticipates compensation for design services will be a fixed price.

No work is authorized through this RFQ by the County to any proposing contractor until a final contract is approved by both the County and the selected proposing contractor, if any. Submission of an SOQ is an acknowledgment by the proposing contractor that they will comply with the above-referenced sections of this part. Proposing contractor must complete the appropriate section of **IV. SOQ CHECKLIST** that acknowledges this requirement.

C. Termination:

1. The selected proposing contractor may terminate the Agreement upon giving thirty (30) days written notice to the County in the event that the County substantially fails to perform its material obligations set forth in the Agreement.

2. The Agreement may be terminated by the County for any or no reason upon seven (7) days written notice to the selected proposing contractor. In the event of such a termination without cause, the County shall pay the selected proposing contractor for all services rendered prior to the termination, plus any expenses incurred and unpaid which would otherwise be payable hereunder. In such event, the proposing contractor shall promptly submit to the County its invoice for final payment.

D. Governing Law, Venue, Waiver of Jury Trial:

This Agreement shall be construed in accordance with, and governed by, the laws of the state of Idaho. Any action concerning this contract shall be brought in the Third Judicial District Court, Canyon County, state of Idaho. The parties hereby waive their respective rights to a jury trial of any claim or cause of action based upon or arising out of this agreement or any of the transactions contemplated therein, including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law or statutory claims. The parties represent that each has reviewed this waiver and each knowingly and voluntarily waives its jury trial rights. In the event of litigation, a copy of this agreement may be filed as a written consent to a trial by the court.

E. Insurance:

The selected proposing contractor shall maintain the following Insurance at all times this Agreement is in effect and for the stated periods after final completion of the Project:

1. Workers' compensation and employer's liability insurance as required by the state where the work is performed and for at least one (1) year after final completion of the Project. Further, the selected proposing contractor shall provide proof of workers' compensation insurance in the form of a certificate of insurance to the County.

2. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and damages to property of others arising from use of motor vehicles, including on-site and off-site operations and owned, non-owned, or hired vehicles with \$1,000,000 combined single limits. The selected proposing contractor shall maintain this insurance for at least two (2) years after final completion of the Project.

3. Commercial general liability insurance covering claims for injuries to members of the public or damage to property or others arising out of any covered negligent act of omission of proposing contractor or of any of its employees, agents, or subcontractors with \$1,000,000 per occurrence and \$3,000,000 in the aggregate. The aggregates shall apply separately on a "per project basis." The selected proposing contractor shall maintain this insurance for at least two (2) years after final completion of the Project.

4. Professional liability insurance of \$1,000,000 per occurrence and in the aggregate, naming Canyon County as a certificate holder, during the pendency of the Project and for a period of six (6) years after final completion of the Project. The selected proposing contractor shall purchase and keep in force during the pendency of this Project an Errors and Omissions Policy in the face amount of Two Million Dollars (\$2,000,000.00) with not more than a Twenty-Five Thousand Dollar (\$25,000.00) deductible. A certificate of insurance acceptable to County shall be provided to County prior to commencement of work on the Project. The insurance policy shall contain a clause that the policy may not be canceled or allowed to expire until at least thirty (30) days prior written notice has been provided to County.

5. County will be named as an additional insured with respect to proposing contractor's liabilities hereunder in insurance coverages identified in items 2 and 3 and proposing contractor's insurance company must agree to waive subrogation against County as to said policies.

The coverages provided herein shall contain a policy clause or an endorsement providing thirty (30) days notice to the County prior to any cancellation of said coverage. Said coverage shall be written by an insurer acceptable to the County and shall be in a form acceptable to the County. County shall be provided a copy of the policies described herein upon written request.

F. Equal Employment Opportunity:

The selected proposing 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. Proposing Contractor Personnel:

The County may request replacement or deny access of any proposing 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. Proposing Contractor Cooperation:

The selected proposing 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 selected proposing contractor shall indemnify and hold harmless the County from and against all liability, claims, loss, costs, and expenses arising out of, or resulting from, the services of the proposing contractor. In the event the County is alleged to be liable on account of alleged acts or omissions of the selected proposing contractor, the selected proposing contractor shall defend such allegations and the selected proposing 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. Assignment:

This Agreement shall not be transferred by the proposing contractor to any other party.

L. Ownership of Documents:

Any work product generated by the selected proposing contractor during the course of this Agreement, whether completed or terminated as contemplated herein, shall belong to the County. In the event that this Agreement is terminated prior to the selected proposing contractor's completion of the work product, the County agrees that the work product may not be suitable for use unless completed by the selected proposing contractor for the specific purpose intended, and the County shall assume the liability and risk associated with the use of incomplete work product.

M. Federal Regulations:

Canyon County intends to use federal ARPA or SLFRF funds to pay for some or all of this Project. Therefore, the contract may include terms required by 2 C.F.R. §§ 200.318-200.327 and 2 C.F.R. Part 200, App. II. These terms may include those related to equal employment, overtime pay, Davis-Bacon Act requirements, compliance with the Clean Air Act and Federal Water Pollution Control Act, and a Byrd Anti-Lobbying Amendment, among other terms.

III. PROPOSING CONTRACTOR INFORMATION

We are seeking the proposing contractor most qualified, in the sole discretion of the Board of County Commissioners, to timely provide the services requested by this RFQ. The various sections of this RFQ are intended to provide each proposing contractor with the opportunity to document/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. Proposing contractor must respond to

each item of this section, complete **Section IV. RFQ CHECKLIST**, and enclose the checklist in the proposing contractor's qualifications.

A. Cover Letter:

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

Board of County Commissioners
Canyon County Courthouse
1115 Albany Street
Caldwell, Idaho 83605

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. Acknowledge the firm's willingness to enter a contract subject to the conditions outlined in Section II, above.

7. Signature of Company Principal authorized to sign contracts.

B. Table of Contents:

The submittal must contain a table of contents which included entries with the title for sections C-H below.

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. Design/Engineering Services Experience:

Describe the expertise your firm has to conduct this type of Project. Please include a short discussion of technical qualifications, awards, publications, studies, typical projects, etc., that demonstrate a thorough knowledge and professional competence. Include experience working on project team that includes a construction manager.

E. List of Similar Projects:

Describe local, regional or national projects of a similar size and scope in which the proposing contractor has been involved.

Include the experience of firm or firms and past performance, name and telephone number of owner contacts on similar projects, 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.

F. Customer Reference List:

The proposing contractor will provide a list of customers who have used your services. Customers on each proposing 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 proposing contractor to perform the contract or provide the services required, the character, integrity, reputation, judgment, and efficiency of the proposing contractor. The majority of the customers must respond positively in order for the proposing 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.

G. Proposed Contractor's Staff:

The qualifications should be clear and to the point. Emphasis should be placed on the specific qualifications of the people who will actually perform the project and the firm's ability to manage multiple projects simultaneously. All proposing 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 similar operations will be helpful.

H. Proposed Sub-Contractors:

The proposing contractor will directly contract with all sub-contractors, if any, who will work under the sole direction of the proposing contractor, and proposing 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. Proposing 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.

Proposing contractor shall provide a list all projected sub-contractors that may be used in this

Project. The proposing contractor shall provide the 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 this Project and their credentials to conduct this work.

I. Statement of Approach:

In responding to this RFQ, the firm shall present a Statement of Approach to the Project, including the generation of a Master Schedule to address the major components of the project. The Master Schedule should identify and explain potential phases of the project to meet the County's timeframe.

IV. RFQ CHECKLIST AND REVIEW CRITERIA

The RFQs will be ranked based on the points awarded on the discretion of review committee. The range of available points is noted in parentheses assigned to each listed item. If "does not meet this requirement" is acknowledged, the proposing CM/GC may provide an explanation as to why such requirement is not applicable. Inclusion of an explanation does not obligate the County to credit CM/GC for responding to the item.

Points will be awarded in whole number increments as follows:

- For categories with two options for points: a point will be awarded for technical compliance, i.e. for a response that contains complete information.

- For categories with three options for points:
 - The low point total will be awarded to a response which has technical compliance only. Zero points will be awarded for responses failing to provide technical compliance unless the grader determines the explanation merits an award of points.

 - The midpoint mark will be awarded to responses that exceed more than technical compliance and the County determines the respondent's competence and qualifications are capable of meeting the County's needs in a satisfactory manner.

 - The high point total will be awarded to responses that exceed more than technical compliance and the County determines the respondent's competence and qualifications are capable of meeting the County's needs in a superior manner. Scores deemed superior will require brief written explanation from the grader as to justification.

A. Responsiveness to RFQ technical requirements:

1. 2 bound paper copies and 1 digital copy of SOQ provided (0 or 1 point)
2. Cover letter (0 or 1 point)
3. Prepared to comply with contractual requirements of Section II. (0 or 1 point)
4. Table of Contents (0 or 1 point)

5. Overview of Firm (0 or 1 point)

B. Demonstrated competence and qualifications:

1. Design/Engineering Services Experience (10, 20, or 30 points)
2. List of Similar Projects (1, 2, or 3 points)
3. Customer Reference List (1, 2, or 3 points)
4. Proposed Contractor Staff (1, 2, or 3 points)
5. Proposed Sub-Contractors, if any (1, 2, or 3 points)
6. Statement of Approach (1, 2, or 3 points)

VI. ATTACHMENT LIST

A. Preliminary Floor Plan

B. Preliminary Site Plan

Thank you for your interest in this important project.

APPROVED this 21st day of April, 2023.

**BOARD OF COUNTY COMMISSIONERS
CANYON COUNTY, IDAHO**

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

	Yes	No	Did Not Vote
<u>did not participate</u> Commissioner Leslie Van Beek	_____	_____	_____
<u>Brad Holton</u> Commissioner Brad Holton	X	_____	_____
<u>Zach Brooks</u> Commissioner Zach Brooks	X	_____	_____

ATTEST: CHRIS YAMAMOTO, CLERK

By: J Ross
Deputy Clerk

FLOOR PLAN













110' - 0"

NORTH



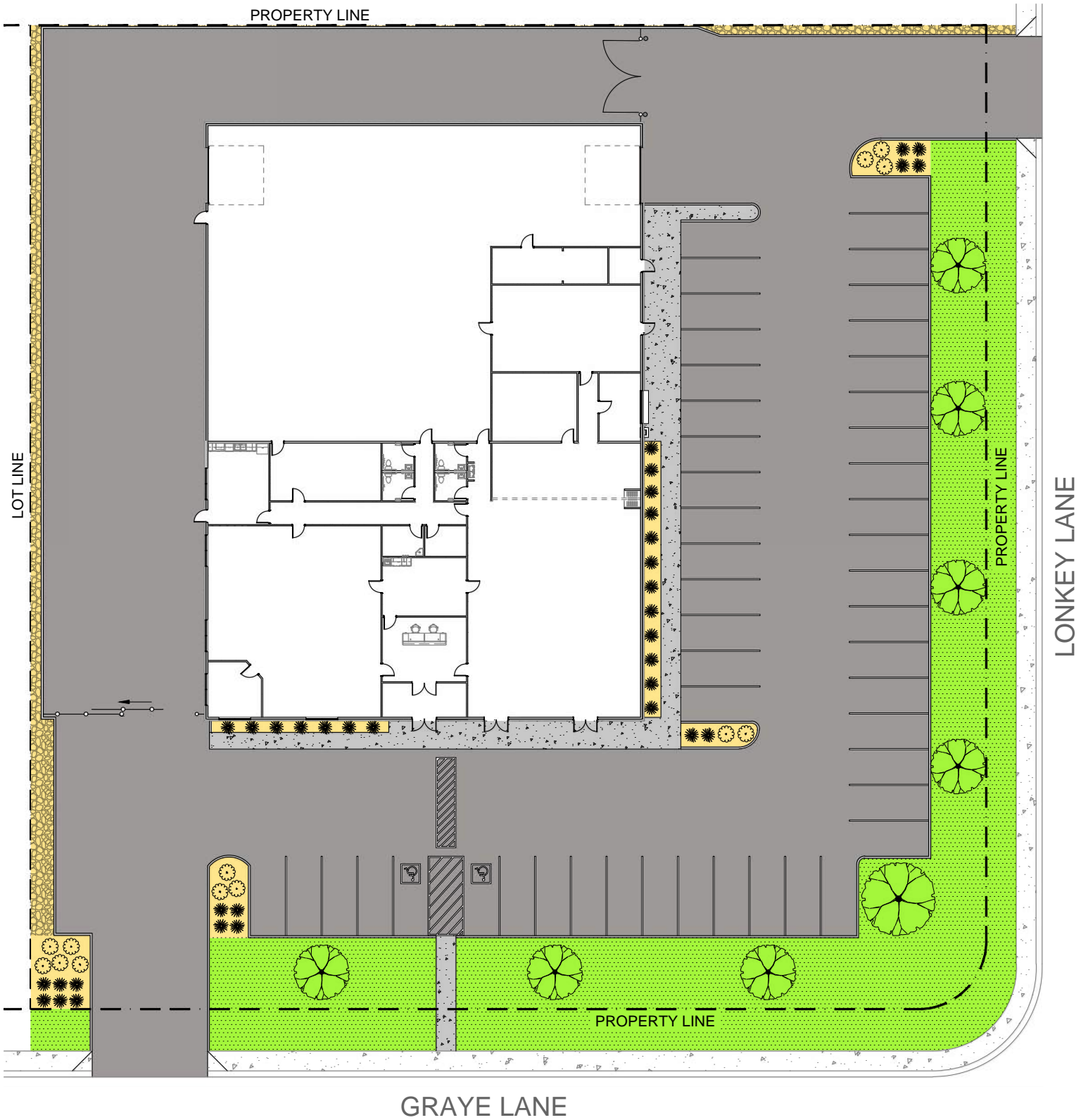
COLOR LEGEND

	ENTRY / LOBBY		STORAGE		DOCUMENTS		ADMINISTRATION		VOTING
	BREAK RM.		RESTROOM		FIRE RISER		MAINTENANCE		VOTING / MULTI-USE






SITE PLAN



NORTH



COLOR LEGEND

	ASPHALT		LANDSCAPING		EXISTING SIDEWALK / GUTTER
	SIDEWALK / CURB		SOD / LANDSCAPE		