

**LEGAL NOTICE REQUESTING STATEMENTS OF QUALIFICATION**

Pursuant to Idaho Code § 67-2320, **NOTICE IS HEREBY GIVEN** that the Board of County Commissioners of Canyon County, Idaho is requesting statements of qualification for the purposes of identifying Contractors qualified to bid on the following:

**FY 2017 CANYON COUNTY JAIL NEEDS AND CONCEPT DESIGN ANALYSIS**

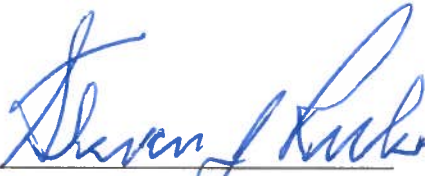
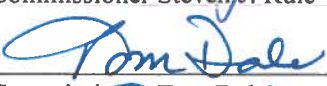
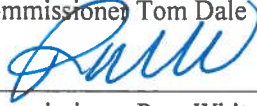
Statements of qualification must be delivered to the Clerk of the Board of Canyon County Commissioners, Canyon County Courthouse, 1115 Albany Street, Caldwell, Idaho 83605 no later than **8:59 a.m. on Friday, April 28, 2017**. The Board of County Commissioners shall publicly open the statements of qualification in the meeting room of the Board of County Commissioners, Canyon County Courthouse, 1115 Albany Street, Caldwell, Idaho at **9:00 a.m. on Friday, April 28, 2017**.

Information, specifications and other documents may be obtained from the Clerk of the Board of County Commissioners, Canyon County Courthouse, 1115 Albany Street, Caldwell, Idaho 83605, telephone (208) 454-7507.

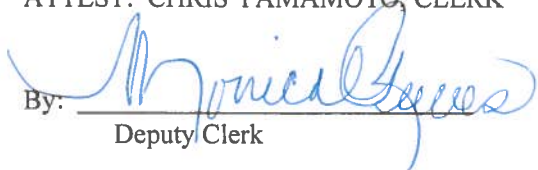
The Board of County Commissioners reserves the right to accept or reject any or all proposals and portions thereof and to waive informalities or irregularities of proposals received based on any business reason it deems applicable if this is to the advantage of the County.

Dated this 4 day of April, 2017.

**BOARD OF COUNTY COMMISSIONERS**

	Yes	No	Did Not Vote
 _____ Commissioner Steven J. Rule	_____	<input checked="" type="checkbox"/>	_____
 _____ Commissioner Tom Dale	<input checked="" type="checkbox"/>	_____	_____
 _____ Commissioner Pam White	<input checked="" type="checkbox"/>	_____	_____

ATTEST: CHRIS YAMAMOTO, CLERK

By:   
Deputy Clerk

Publication Dates: Idaho Press-Tribune, **April 11, 2017** and **April 18, 2017**.



**COUNTY OF CANYON**

**REQUEST FOR QUALIFICATIONS (RFQ)**

**FY 2017 CANYON COUNTY JAIL NEEDS AND CONCEPT DESIGN ANALYSIS**

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](mailto:bocc@canyonco.org)

**Qualifications must be received by 8:59 a.m. Friday, April 28, 2017**

**Return in a sealed envelope marked:**

**"FY 2017 Canyon County Jail Needs and Concept Design Analysis"**

Statements of Qualification received after said time/date will be returned unopened.

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## I. INTRODUCTION

Notice is hereby given that Canyon County, Idaho, is requesting Statements of Qualification (“SOQ”) for professional consultative services from persons or firms with significant successful experience in both strategic space planning and jail design. We request professional Needs Assessment and Concept Design Development (the “Project”), and although the Project’s underlying purpose will be to project the County’s future jail bed capacity requirements and related building space needs, the County also expects to derive value from a collaborative process lead by the proposing consultant by which the nature, cause, priority, and implementation costs of the County’s needs and various solutions are identified and explored.

The County intends this Project to answer the following essential questions:

1. How long can the County effectively (functionality, physical condition, cost) utilize its existing Jail facilities?
2. How many jail beds (by classification status, gender, and/or special need – including medical/psychiatric, disciplinary, and administrative segregation) will be required in five year planning increments through year 2040, including peak booking and high demand average daily population periods?
3. How much physical space will need to be developed to accommodate the necessary jail capacity through year 2040?
4. How would such development be phased and operate (construction phases; transition from current facility; laundry/medical/kitchen; minimum staffing requirements, etc.), understanding that functional considerations regarding programming and staffing will have significant impact on design requirements?
5. What would be the estimated capital cost of such development?
6. What would be the estimated operating cost of such development?
7. To what useful ends and at what cost could existing Jail facilities be repurposed or renovated?

To answer these questions, the County will expect the proposing consultant to proceed with a Needs Assessment and Concept Design Development process consisting of at least four phases by which:

1. The County’s present circumstances and facilities are inventoried and its anticipated circumstances, with particular emphasis on the quantity and nature (classification) of inmate bed space needs, are articulated; and
2. The gap between those circumstances and key stakeholders’ perceived needs are defined, analyzed, and prioritized against existing schematic plans and site considerations; and
3. At least four preliminary solution options are examined (jail only; jail with some patrol space; jail with full Sheriff’s Office facilities (except dispatch); and phased development of some or all three options in terms of space, cost, and implementation; and
4. A preferred concept design with explanatory reports detailing relevant assumptions and methodologies and including estimated costs of construction and operation is developed for presentation to the community.

This Project, directed by the Board of County Commissioners, will require the proposing consultant's on-site solicitation of input from local criminal justice stakeholders and other community members, and will be coordinated by:

Captain Daren Ward, Jail Commander  
Canyon County Jail  
1115 Albany Street  
Caldwell, ID 83605  
Email: [dward@canyonco.org](mailto:dward@canyonco.org)  
Telephone: 208-454-7526

The proposing consultant selection will be based upon the criteria and process set forth in Idaho Code § 67-2320; the selected consultant may be later offered, pursuant to I.C. 67-2320(4) and in the County's sole discretion, a subsequent contract for schematic design services related to the project.

The following information must be submitted as part of your SOQ: Complete and comprehensive responses to each part of **Section III. PROPOSING CONSULTANT INFORMATION** and **Section IV. SOQ REVIEW CRITERIA** 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:**

Canyon County desires to contract for professional consultative services from persons or firms with significant successful experience in both strategic space planning and jail design.

Canyon County expects that the chosen proposing consultant will provide data compilation and analysis services in the first stage of this project that informs a second stage of proposing consultant-led review of various design options to culminate in the production of a preferred concept design and report suitable for public review and possible future procurement of additional professional design services.

Canyon County expects the proposing consultant to provide such services based on independently verifiable research and data, and that the proffered concept designs include estimated costs of construction and operation.

The selected proposing consultant will develop a Master Schedule to provide a detailed project sequence and timeline for conduct of the project. The Master Schedule shall include probable costs, including subcontractor costs, divided into finite task descriptions in sufficient detail to be used by the County to authorize defined tasks as the project proceeds and to validate proposing consultant billing. Authorization for each task must be provided by the County before any work is conducted on such task.

**B. Selection:**

The County will review submitted qualifications to assure that a qualified proposing consultant, 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 consultants in order of preference, pursuant to the County's criteria contained within this RFQ. The County's criteria will include evaluation of each proposing consultant'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 K.

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 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 consultants are directed to **not** provide fee information with their SOQ.

**C. Questions/Clarifications to RFQ:**

Questions to the RFQ and all clarifications regarding this RFQ will be considered only if they are submitted **in writing** and received by the Clerk of the Board of Commissioners no later than **9:00 a.m. on April 21, 2017**. All questions and clarifications to the RFQ will be addressed in a written addendum. No verbal answers or clarifications will be binding on the County or the proposing consultant. The County will respond to timely submitted questions by issuing an addendum to this RFQ at **9:00 a.m. on April 25, 2017**. 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 no later than 8:59 a.m. on **April 28, 2017** at:

Board of County Commissioners  
ATTN: Jail Needs and Concept Design Analysis  
Canyon County Courthouse  
1115 Albany Street  
Caldwell, ID 83605

Three (3) bound copies and one (1) digital copy of the SOQ must be supplied at the time of the submittals. Late qualifications may not be accepted, opened or considered. Each submittal shall include the legal name of the proposing consultant and a statement whether the proposing consultant 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 consultant and shall not be chargeable to the County. By submitting a SOQ, the proposing consultant 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:**

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

**H. Calendar of Events:**

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

1. Execution of the RFQ..... 9:00 a.m. on April 4, 2017
2. Publication..... April 11, 2017 and April 18, 2017
4. Questions/Clarifications to RFQ Due ..... 9:00 a.m. on April 21, 2017
5. Addendum #1 ..... 9:00 a.m. on April 25, 2017
6. SOQ Due Date ..... 9:00 a.m. on April 28, 2017
8. Proposal Opening, Selection Process Begins..... 9:00 a.m. on April 28, 2017
9. Notice of Ranking (top 3) released ..... 9:00 a.m. on May 3, 2017
10. Supplemental interviews with proposing consultant(s) who are determined to have a reasonable likelihood of selection (if necessary).....TBD
11. Board Tentative Award of Contract.....TBD
12. Objections to Tentative Contract Award.....TBD

**I. Acceptance and Rejection:**

The County is entitled:

- To waive any minor defects in a SOQ if this is to the advantage of the County;
- To rank the SOQ and proposing consultants 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 consultant from full compliance with its specifications if the consultant is awarded the contract. The County reserves the right to let separate contracts on any aspect of the work.

SOQ which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the proposing consultant, 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 Consultant Confidential Information:**

As provided herein, interviews may be conducted with proposing consultants 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 consultant-deemed confidential financial information, if any, shall be available, if requested, for public inspection. The proposing consultant must separately seal any financial information the proposing consultant 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 consultant or a designated agent empowered to bind the firm in a contract.



## II. GENERAL TERMS AND CONDITIONS:

### A. Introduction:

Proposing consultant's response to each of the requirements in **Section III. Proposing Consultant 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 will include, but be not limited to, Sections **C. through K.** of this part, below. A draft contract is included with this RFQ for review. No work is authorized through this RFQ by the County to any proposing consultant until a final contract is approved by both the County and the selected proposing consultant, if any. Submission of an SOQ is acknowledgment by the proposing consultant that they will comply with the above referenced sections of this part. Proposing consultant must complete the appropriate section of **IV. SOQ CHECKLIST** that acknowledges this requirement.

### C. Termination:

1. 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.

2. The Contract may be terminated by the County without cause upon seven (7) days written notice to the Consultant. In the event of such a termination without cause, the County shall pay the Consultant 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 consultant shall promptly submit to the County its invoice for final payment.

### D. Governing Laws:

This Contract 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.

### E. Insurance:

The chosen proposing consultant 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 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, proposing consultant 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. Proposing consultant 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 consultant 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." Proposing consultant 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 proposing consultant 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 the Work. The insurance policy shall contain a clause that the policy may not be cancelled 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 consultant's liabilities hereunder in insurance coverages identified in items 2 and 3 and proposing consultant'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 consultant 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 Consultant Personnel:**

The County may request replacement or deny access of any proposing consultant 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 Consultant Cooperation:**

The chosen proposing consultant 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 proposing consultant 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 consultant. In the event the County is alleged to be liable on account of alleged acts or omissions of the proposing consultant, the proposing consultant shall defend such allegations and the proposing consultant 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 Contract shall not be transferred by the proposing consultant to any other party.

### III. PROPOSING CONSULTANT INFORMATION

We are seeking the proposing consultant most qualified, in the sole discretion of the Board of County Commissioners, to provide the services requested by this RFQ in a timeframe not to exceed four (4) months. The various sections of this RFQ are intended to provide each proposing consultant 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 consultant must respond to each item of this section.

#### 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:

#### 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. Strategic Space Planning and Concept Design Development 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.

**E. List of Similar Projects:**

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

Include 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 consultant will provide a list of customers who have used your services. Customers on each proposing consultant's 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 consultant to perform the contract or provide the services required, the character, integrity, reputation, judgment and efficiency of the proposing consultant. The majority of the customers must respond positively in order for the proposing consultant 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 Consultant'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 proposing consultant'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-Consultants:**

The proposing consultant will directly contract with all sub-contractors, if any, who will work under the sole direction of the proposing consultant, and proposing consultant 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 consultant shall provide to County, and the County approve, all documentation regarding sub-consultants 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 consultant shall provide a list all projected sub-consultants that may be used in this Project. The proposing consultant 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-consultant 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 be complete within four (4) months.

After the proposing consultant is selected, and under contract to the County, the proposing consultant will provide probable costs 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 upon agreement between the County and proposing consultant at any time to provide continuity with the objectives of the Project and to facilitate the timely completion of the Project.

#### IV. SOQ REVIEW CRITERIA

The SOQs will be ranked based on the points noted in parentheses assigned to each item listed below. A proposing consultant unable or unwilling to produce a response to any item may include an explanation as to why. Inclusion of an explanation does not obligate the County to credit proposing consultant for responding to the item.

1. **Responsiveness to RFQ technical requirements\*:**
  - i. **3 bound copies and 1 digital copy of SOQ provided (0-1 point)**
  - ii. **Cover letter (0-1 point)**
  - iii. **Acknowledgement that firm is prepared to comply with contractual requirements detailed in Section II. (0-1 point)**
  - iv. **Table of Contents (0-1 point)**
  - v. **Overview of Firm (0-1 point)**

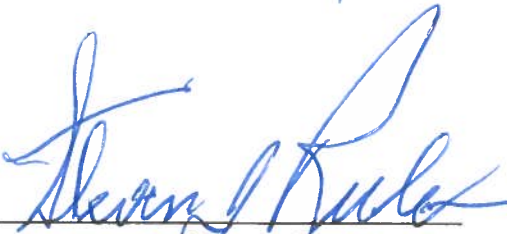
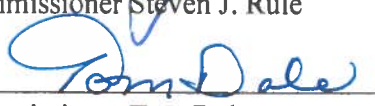
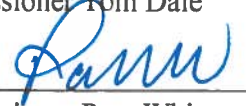
\* Two different point totals (0 or 1) are available for each item in this subsection, depending on whether the requested information was provided.

2. **Demonstrated competence and qualifications\*\*:**
  - i. **Space Planning and Concept Design Experience: (10-30 points)**
  - ii. **List of Similar Projects (1-3 points)**
  - iii. **Customer Reference List (1-3 points)**
  - iv. **Proposed Consultant Staff (1-3 points)**
  - v. **Proposed Sub-Consultants, if any (1-3 points)**
  - vi. **Statement of Approach (1-3 points)**

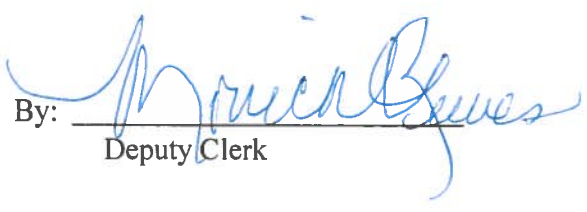
\*\* Three different point totals (10, 20, or 30 for item 2.i; and 1, 2, or 3 for the remainder in this subsection) are available for each item. The low point total for each reflects a proposing consultant whose SOQ is responsive to the RFQ in terms of technical compliance only; the midpoint mark will be scored to those SOQ deemed acceptable as to the area being measured in terms of perceived congruence between the proposing consultant's competence or qualifications and the County's needs. The high point total for each will be awarded to those SOQ deemed superior in the area being measured in terms of perceived congruence between the proposing consultant's competence or qualifications and the County's needs. Scores deemed superior will require brief written explanation from the grader as to justification.

This RFQ is issued this 4 day of April, 2017.

BOARD OF COUNTY COMMISSIONERS

	Yes	No	Did Not Vote
 Commissioner Steven J. Rule	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 Commissioner Tom Dale	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Commissioner Pam White	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST: CHRIS YAMAMOTO, CLERK

By:   
Deputy Clerk



**INDEPENDENT CONTRACTOR AGREEMENT FOR  
PROFESSIONAL DESIGN SERVICES**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between \_\_\_\_\_, having a local address of \_\_\_\_\_ (hereinafter "CONSULTANT") and Canyon County, a political subdivision of the State of Idaho, having offices at 1115 Albany St. Caldwell, Idaho 83605 (hereinafter "COUNTY").

*WHEREAS*, COUNTY issued a Request for Qualifications ("RFQ") pursuant to procedures provided by Idaho Code Section 67-2320 for the purpose of identifying and ranking qualified potential Consultants; and

*WHEREAS*, COUNTY determined, upon application of competitive criteria, that CONSULTANT was best qualified to provide the necessary professional design services and thereafter negotiated the price of CONSULTANT's service given the nature of the work and quantity of funds duly appropriated for such expenditure in FY2017.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby understand and agree as follows:

1. **SCOPE OF WORK:** COUNTY engages CONSULTANT and CONSULTANT agrees to perform the work associated with the jail needs analysis and concept design project (Project) as set forth in Exhibit "A" [the statement of approach supplied by Consultant in response to RFQ] attached hereto and incorporated fully by reference.

2. **PAYMENT:** COUNTY agrees to pay CONSULTANT for the services rendered under this Agreement an amount not to exceed the total sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) for said services rendered from the date of final execution of this Agreement through project completion. An initial payment of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) shall be made upon execution of this Agreement, with subsequent payments made monthly in proportion to services performed. The parties agree that CONSULTANT will invoice COUNTY for subsequent payments under this Agreement for services rendered herein and COUNTY will make corresponding payment to CONSULTANT within thirty (30) days of the receipt of invoice. Each invoice shall describe with reasonable particularity each service rendered and shall be accompanied by such documentation or data in support as COUNTY may require.

3. **RIGHT OF CONTROL:** COUNTY agrees that it will have no right to control or direct the details, manner, or means by which CONSULTANT accomplishes the results of the services performed hereunder. CONSULTANT has no obligation to work any particular hours or days or any particular number of hours or days. CONSULTANT agrees, however, that his other contracts or services shall not interfere with the performance of his services under this Agreement.

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** CONSULTANT is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of COUNTY. COUNTY shall determine the work to be done by CONSULTANT, but CONSULTANT shall determine the legal means by which it accomplishes the work specified by COUNTY.

5. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by COUNTY on behalf of CONSULTANT or the employees of CONSULTANT. CONSULTANT shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. CONSULTANT understands that CONSULTANT is responsible to pay, according to law, CONSULTANT's income tax. CONSULTANT further understands that CONSULTANT may be liable for self-employment (Social Security) tax to be paid by CONSULTANT according to law.

6. **LICENSES AND LAW:** CONSULTANT represents that he possesses the skill and experience necessary and all licenses required to perform the services under this agreement. CONSULTANT further agrees to comply with all applicable laws in the performance of the services hereunder. CONSULTANT represents that neither it nor any of its principals is related to a County Commissioner or other Canyon County official by blood or marriage within the second degree of kindred. CONSULTANT agrees to comply with all federal, state, city, and local laws, rules and regulations.

7. **FRINGE BENEFITS:** Because CONSULTANT is engaged in its own independently established business, CONSULTANT is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of COUNTY.

8. **WORKER'S COMPENSATION:** CONSULTANT shall maintain in full force and effect worker's compensation for CONSULTANT and any agents, employees, and staff that CONSULTANT may employ, and provide proof to COUNTY of such coverage or that such worker's compensation insurance is not required under the circumstances.

9. **EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:** CONSULTANT shall supply, at CONSULTANT's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein.

10. **EFFECTIVE DATE:** This contract will run from its date of final execution through project completion or September 30, 2017, whichever comes first. Time is of the essence in this contract.

11. **STANDARD OF CARE:** In providing services under this Agreement, the CONSULTANT shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

**12. INDEMNIFICATION:** As respects acts, errors or omissions in the performance of professional services, CONSULTANT agrees to indemnify and hold harmless COUNTY, its officers, employees, and COUNTY-designated volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly out of CONSULTANT's negligent acts, errors or omissions in the performance of its professional services under the terms of this Agreement.

As respects all acts or omissions which do not arise directly out of the performance of professional services including, but not limited to, those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at COUNTY's option), and hold harmless COUNTY, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) performance or failure to perform, under the terms of this contract; excepting those which arise out of the sole negligence of COUNTY.

**13. INSURANCE:** CONSULTANT 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, CONSULTANT 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. CONSULTANT 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 CONSULTANT or of any of its employees, agents, or subconsultant with \$1,000,000 per occurrence and \$3,000,000 in the aggregate. The aggregates shall apply separately on a "per project basis." CONSULTANT 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. CONSULTANT 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 the Work.

CONSULTANT shall provide thirty (30) days written notice to COUNTY prior to any cancellation, limitation, or non-renewal of coverages provided herein.

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

14. **NONWAIVER**: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

15. **CHOICE OF LAW**: Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.

16. **ENTIRE AGREEMENT**: This is the entire Agreement of the parties and can only be modified or amended in writing by the parties.

17. **SEVERABILITY**: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

18. **ATTORNEY FEES**: Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CONSULTANT

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
[principal]