



## **REQUEST FOR QUALIFICATIONS**

### **BUILDING COMMISSIONING AGENT SERVICES 1010 W. JEFFERSON STREET COMMERCIAL SPACE AND PUBLIC PARKING FACILITY**

**SUBMITTALS DUE: October 17, 2025 by 3 P.M. local time**

**October 3, 2025**

Dear Respondent:

In accordance with the qualification-based selection process set forth in Idaho Code § 67-2320, Capital City Development Corporation (CCDC) seeks a consultant to provide building commissioning agent services for equipment and systems to be designed and installed in the new 1010 W. Jefferson Street Commercial Space and Public Parking Facility in downtown Boise.

Written Statements of Qualifications (SOQs) must be delivered **electronically** prior to **3:00 p.m. local time, October 17, 2025** to [bids@ccdcboise.com](mailto:bids@ccdcboise.com). A selection committee will evaluate the SOQs on the basis specified in this RFQ and may interview the top ranked firms.

CCDC reserves the right to reject any and all proposals, to waive any irregularities in the proposals received, and to accept the proposal that is in the best interest of CCDC and the public. The issuance of this RFQ and the receipt and evaluation of proposals does not obligate CCDC to award a contract. CCDC will pay no submission-related expenses incurred by Respondents. CCDC may cancel this process at any time prior to execution of a contract without liability.

CCDC appreciates your interest in meeting the needs of the agency and the citizens of Boise.



Kathy Wanner  
Contracts Manager



121 N 9TH ST, SUITE 501 BOISE, ID 83702  
208-384-4264 [WWW.CCDCBOISE.COM](http://WWW.CCDCBOISE.COM)

# Request for Qualifications

## Building Commissioning Agent Services

### Project Background

Capital City Development Corporation (CCDC) invests resources in public amenities including public parking to attract and lower barriers for private development in its districts. The high cost of consolidating parking into structures continues to stymie redevelopment and contribute to the increasing price point of development downtown. CCDC's system of public parking garages (ParkBOI) are examples of how structured parking can cultivate commerce, encourage high-quality land use, and contribute to a sense of place.

In November 2024, CCDC began its effort to redevelop 1010 W. Jefferson Street into a multi-story, mixed-use public parking facility. Following a Request for Qualifications (RFQ), KPFF, Inc. was selected in January 2025 to provide design services. In March 2025, the CCDC Board approved Okland Construction Company, Inc. as the Construction Manager/General Contractor (CM/GC), and on August 13, 2025, the project received Design Review approval from the City of Boise. The facility is expected to become the seventh garage in the ParkBOI public parking system and advances the goals of the Westside Urban Renewal District by developing a mixed-use public parking facility that will serve existing and future businesses and the surrounding community.

The six-story structure will provide approximately 425 parking stalls, 1% of which will be equipped with electric vehicle charging stations on completion, with utility capacity to install charging stations at up to 20% of stalls. The project will also include 22,000 +/- square feet of active ground floor commercial space which will be divided into condominiums for disposition. A 12,000 +/- square-foot condominium is intended to be used as an early education center by the Treasure Valley YMCA. Other owners and uses will be determined through a competitive disposition process. CCDC will also own and operate a 687 +/- square foot public, secure bicycle storage facility on the ground floor.

The project will be designed to meet the City of Boise's Green Building Code and CCDC is investigating the potential to include a rooftop photovoltaic system or geothermal system to offset or reduce power use. The project is anchored by an 11th Street public plaza that includes retail patio space, family amenities and guides pedestrians inward toward the ground floor commercial spaces and public parking stair tower.

More project information is available on CCDC's website at <https://ccdcb Boise.com/ccdc-projects/1010-w-jefferson-st/>.

### Scope of Services

CCDC is seeking a qualified firm to perform building commissioning services for equipment and systems to be designed for and installed in the new **1010 W. Jefferson Street Commercial Space and Public Parking Facility** in downtown Boise. The systems to be commissioned may include, but are not limited to: HVAC systems and controls, plumbing, electrical/secured power, emergency generator and/or inverter system, security camera system, fire alarm system, fire protection, lighting controls, elevators, EV charging stations, solar panels, geothermal systems, and building envelope systems at the ground floor. The target construction budget is \$30M. See the [60% Design Development Plans](#) linked here for the full project scope.

The selected consultant will be responsible for reviewing the design documents, developing a commissioning plan, assisting with development of specifications, leading contractors in testing systems, inspecting constructed systems, and documenting work. The overall goal is to ensure that the project functions as designed, meets the owner's operational needs, and complies with Boise Green Building Code certification requirements.

The selected consultant will work closely with the design team, led by the prime consultant KPFF, Inc., architecture lead Pivot North Architecture, mechanical/electrical engineer Cator Ruma & Associates, Co., landscape architect The Land Group, Inc., and Okland Construction as the Construction Manager/General Contractor.

The following list summarizes the desired consultant scope of work:

- The Commissioning Agent shall develop a comprehensive commissioning plan during the construction document phase in coordination with the design consultant and the owner. The plan shall include consolidated information from the design consultants to form an operational concept manual providing general information on the building systems.
- The Commissioning Agent shall provide commissioning documentation in electronic form to the design consultant for inclusion in the project construction documents. This documentation shall delineate the contractor's responsibilities related to commissioning and communication with the Commissioning Agent. These documents are expected to cover general commissioning requirements, extent and scope of commissioning, manufacturer testing requirements, pre-functional checklists and testing requirements, and functional testing protocols. The intent is to ensure that the contractor tests individual equipment prior to arrival of the Commissioning Agent for the full system testing.
- The Commissioning Agent shall plan and conduct commissioning meetings during the design and construction phases and will be responsible for distributing meeting minutes.
- The Commissioning Agent shall prepare test and balance specifications and verify the testing.
- The Commissioning Agent shall review preliminary construction documents for function and clarity and provide written review comments on both preliminary and final construction documents.
- The Commissioning Agent shall review approved submittals and shop drawings for commissioned equipment/systems. This review does not replace or supersede the design engineer's review and approval but is intended to keep the Commissioning Agent informed of approved installations and support commissioning preparations.
- The Commissioning Agent shall review relevant construction correspondence (i.e. RFIs, design revisions, change orders) related to commissioned systems to stay informed of any changes or clarifications made during construction.
- The Commissioning Agent is expected to work independently or with contractors, as needed, to functionally test, adjust, and document the operation of all commissioned building systems. Coordination with CCDC, the design team, and CM/GC contractor is expected throughout all phases of the commissioning effort.
- A comprehensive final commissioning report documenting the testing and inspection of all systems and equipment is required.
- The Commissioning Agent shall review and advise on contractor-prepared operation and maintenance manuals and participate in training sessions for building operators.
- The Commissioning Agent shall provide documentation required to support Boise Green Building Code certification.

- The Commissioning Agent shall return to the facility approximately 22 months into the 2-year warranty period to review, with CCDC, parking garage operator, and building owners or their agents, the current building operation and the condition of any outstanding items related to original and seasonal commissioning.

### **Subconsultants**

Subconsultants may be included as part of the Consultant team, if necessary, to assure adequate coverage of the technical expertise required to fulfill the full scope of services defined in this RFQ.

### **Schedule**

Work by the selected Respondent is expected to begin immediately in November 2025, upon successful fee proposal negotiation and execution of a professional services agreement. CCDC intends to begin construction of 1010 W. Jefferson Street in Summer 2026, with project completion anticipated in Fall 2027. Key project milestones are outlined in the following table.

<b>Milestone</b>	<b>Date</b>
100% Design Development	October 20, 2025
50% Construction Documents	December 12, 2025
95% Construction Documents	February 6, 2026
Permit Set	March 9, 2026
Permitting	March-May 2026
Construction Bidding	April-May 2026
Construction Start	July 2026
Construction Completion	November 2027
Commissioning	December 2027

### **Request for Clarification or Questions**

Any Respondent wishing to request clarification or ask a question related to the RFQ may submit a written inquiry to Kathy Wanner, Contracts Manager, at [kwanner@ccdcboise.com](mailto:kwanner@ccdcboise.com). All requests must be received in writing no later than 3:00 p.m. local time on October 13, 2025.

### **Addenda**

If it becomes necessary to revise any part of this RFQ, addenda will be issued. It is the Respondent's responsibility to check for addenda prior to submitting their Statement of Qualifications (SOQ). Failure to do so may result in the SOQ being declared non-responsive. Respondents shall acknowledge any addenda incorporated into their submittal within their cover letter.

### **Required Content**

All responses to this RFQ shall include the following information in a clear and concise manner, organized according to the outline provided below. SOQs shall not exceed ten (10) pages in length, excluding front and back cover pages, exhibits A and B, team member resumes, and example documentation described in item H below. A minimum font size of 11 must be used.

**A. RFQ Submittal Cover Sheet (Exhibit A) 0 points**

**B. RFQ Waiver & Release (Exhibit B) 0 points**

**C. Cover Letter 5 points**

Provide a signed cover letter with introductory information. The letter should reference the RFQ by name and include a concise summary of the Respondent's organization and its relevant experience. Identify the key individual who will serve as the Project Manager for this project, including their phone number, physical address, email address, and a summary of their qualifications. Acknowledge any addenda issued for the RFQ.

**D. Firm Qualifications 20 points**

Provide a summary of the Respondent's organization and its capabilities. Include information on the organization's history, size, resources, areas of special expertise, service philosophy, office location(s), and the number of staff at each location. Describe the firm's commissioning experience with the design, specification, and installation phases of building systems. Provide a list of the building systems with which your firm has experience. Include experience related to the planning and delivery of operations and maintenance (O&M) training. Highlight the firm's competitive advantages that make it the best partner for this specific project.

**E. Project Team 20 points**

Describe the individuals who will perform the various tasks associated with the commissioning services outlined in this RFQ, including their specific responsibilities and physical office locations. List any subconsultants and their respective roles. For each individual, provide a summary of their experience, relevant project examples, qualifications, certifications and length of time with the firm. Resumes for all key personnel shall be included in an appendix. Each resume should not exceed two pages and will not count toward the page limit.

**F. Project Approach 20 points**

Describe how your team will fulfill the complete Scope of Work outlined in the RFQ while collaborating with other members of the project team, including CCDC, the design team, AHJs and contractors. Provide an overview of your commissioning workflow, along with a graphical schedule illustrating the proposed timeline for completing project tasks within the desired timeframe.

If field services are to be provided by staff located outside the local area, include a narrative explaining how these services will be delivered efficiently and effectively. Address how your team will accommodate short-notice inspections and accommodate last-minute changes.

**G. Relevant Experience 25 points**

Provide a brief description of up to three projects completed within the past five years where the Respondent provided commissioning services similar to those requested in this RFQ. Preference will be given to mixed-use, multi-tenant parking garage facilities with condominium owners associations. For each project, include a summary of the commissioned facility, project completion date, a description of the firm's role and the commissioned systems, commissioning costs, any green building code certifications supported, and any unique challenges encountered along with solutions devised. Include a client reference with contact information for each project.

**H. Example Documentation 10 points**

Provide a sample commissioning plan and final report previously prepared by the Respondent's firm. This submission will not count toward the page limit.

## **Evaluation of SOQs**

SOQs will be evaluated based on review of the Respondent's submittal by a selection committee that may include CCDC employees and consultants. Before a company is selected, CCDC may conduct reference investigations or contact Respondents to receive further information. CCDC may interview one or more of the top ranked companies to evaluate and determine the performance record and ability of the Respondents to perform the work anticipated and to determine the quality of the services being offered. By submitting a SOQ, the Respondent authorizes CCDC to conduct reference investigations as needed and to conduct interviews where the Respondents will be evaluated based on the information described in this RFQ.

## **Qualification-Based Selection**

Selection will be based on the procurement rules set forth in Idaho Code § 67-2320. Final selection is made by the CCDC Board of Commissioners. CCDC has the right to waive or alter submission requirements or to reject any or all SOQs, consistent with Idaho law. It is the Proposer's responsibility to conform to all applicable federal, state, and local statutes or other applicable legal requirements. The information provided herein is intended to assist Proposers in meeting applicable requirements but is not exhaustive, and CCDC will not be responsible for any failure by any Proposer to meet applicable requirements.

## **Contract Form**

The successful Respondent will provide CCDC with professional services and represent CCDC's best interests within set budgets and as contracted. A sample agreement is attached to this RFQ (Exhibit C).

## **General Conditions**

### **Reserved Rights**

CCDC reserves the right to act in the public best interest and in furtherance of the purposes of the Idaho Code Title 50, Chapter 20 (Idaho Urban Renewal Law) and Idaho Code Title 67, Chapter 28 (Purchasing by Political Subdivisions). CCDC reserves the right to waive any formalities or defects as to form, procedure, or content with respect to this RFQ and any irregularities in the SOQs received, to request additional data and information from any and all Respondents, to reject any submissions based on real or apparent conflict of interest, to reject any submissions containing inaccurate or misleading information, and to accept the SOQ that is in the best interest of CCDC and the public. The issuance of this RFQ and the receipt and evaluation of SOQs does not obligate CCDC to select a company nor award a contract. CCDC may in its discretion cancel, postpone, or amend this RFQ at any time without liability.

### **Public Records**

CCDC is a public agency. All documents in its possession are public records subject to inspection and copying under the Idaho Public Records Act, Idaho Code § 74-101 through §74-126. The Public Records Act contains certain exemptions – including an exemption for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique, or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy.

If any Respondent claims any part of a SOQ is exempt from disclosure under the Idaho Public Records Act, the Respondent must: 1.) Indicate by marking the pertinent document "CONFIDENTIAL"; and, 2.) Include the specific basis for the position that it be treated as exempt

from disclosure. Marking the entire SOQ as “Confidential” is not in accordance with Idaho Public Records Act and will not be honored.

CCDC, to the extent allowed by law and in accordance with these Instructions, will honor a nondisclosure designation. By claiming material to be exempt from disclosure under the Idaho Public Records Act, Respondent expressly agrees to defend, indemnify, and hold CCDC harmless from any claim or suit arising from CCDC’s refusal to disclose such materials pursuant to the Respondent’s designation. Any questions regarding the applicability of the Public Records Act should be addressed to your own legal counsel prior to submission.

### **Response Instructions**

Please submit your SOQ to [bids@ccdcb Boise.com](mailto:bids@ccdcb Boise.com) no later than **3:00 p.m. (local time) on October 17, 2025**. Late submissions will not be considered.

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### **Exhibits to this RFQ**

- A: RFQ Submittal Cover Sheet
- B: RFQ Waiver and Release
- C: Sample Agreement



**EXHIBIT A**

**RFQ: BUILDING COMMISSIONING SERVICES  
1010 W JEFFERSON ST COMMERCIAL SPACE AND PUBLIC PARKING FACILITY  
SUBMITTAL COVER SHEET  
(REQUIRED FOR SUBMISSION)**

TO: Capital City Development Corporation  
Attn: Kathy Wanner, Contracts Manager  
121 N. 9th Street, Suite 501  
Boise, Idaho 83702

FROM:

**Company Name:** \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**Company officer responsible to CCDC for services contemplated by this RFQ:**

**SIGNATURE: X** \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

## EXHIBIT B

### RFQ: BUILDING COMMISSIONING SERVICES 1010 W JEFFERSON ST COMMERCIAL SPACE AND PUBLIC PARKING FACILITY

#### REQUIRED WAIVER & RELEASE (REQUIRED FOR SUBMISSION)

The undersigned has read this waiver and release and fully accepts the Capital City Development Corporation's (CCDC) discretion and non-liability as stipulated herein, and expressly for, but not limited to, CCDC's decision to proceed with a qualification-based selection process in response to the Request for Qualifications (RFQ) to select a company to supply building commissioning services to CCDC for the project.

- A. Discretion of CCDC: The Proposer submitting a response to this RFQ agrees that CCDC has the right to, unless contrary to applicable state law:
- a. Modify or suspend any and all aspects of the process seeking proposals and making any decisions concerning the services RFQ;
  - b. Obtain further information from any person, entity, or group regarding the Proposer, and to ascertain the depth of Proposer's capability and experience for supplying the services and in any and all other respects to meet with and consult with any Proposer or any other person, entity, or group;
  - c. Waive any formalities or defects as to form, procedure, or content with respect to CCDC's RFQ to select a building commissioning services firm and any response by any Proposer thereto;
  - d. Accept or reject any sealed proposal received in response to the RFQ, including any sealed proposal submitted by the undersigned; or select any one proposal over another in accordance with the selection criteria; and
  - e. Accept or reject all or any part of any materials or statements, including, but not limited to, the nature and type of proposal.
- B. Non-Liability of CCDC:
- a. The undersigned agrees that CCDC shall have no liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of CCDC as identified above.
  - b. The undersigned, including all team members, have carefully and thoroughly reviewed the RFQ and has found it to be complete and free from ambiguities and sufficient for their intended purpose.

Proposer's Signature: **X** \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Date: \_\_\_\_\_



**NAME OF FIRM**

**PROFESSIONAL SERVICES AGREEMENT**  
**PROJECT NAME**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the Urban Renewal Agency of the Boise City, also known as Capital City Development Corporation, an independent public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of the State of Idaho, title 50, chapter 20, Idaho Code, and the Local Economic Development Act, title 50, chapter 29, Idaho Code ("CCDC"), and **NAME OF FIRM, TYPE OF FIRM** ("CONSULTANT"). CCDC and CONSULTANT may hereinafter collectively be referred to as the "Parties" and individually as a "Party."

**RECITALS**

- A. CCDC has an ongoing need for nonexclusive consultant services related to the **[NATURE OF SERVICES]**.
- B. On [DATE], CCDC issued a Request for [qualifications / proposals] for [name of project]. On [DATE], The CCDC Board of Commissioners adopted Resolution # [number] approving the rankings of the RFQ and authorizing the Executive Director to negotiate and execute a professional services agreement with the top ranked firm, **CONSULTANT** to provide services for [name of project/type of work].
- C. CONSULTANT is specially trained, experienced, and competent to perform such services and has agreed to provide such services under the terms and conditions described herein.
- D. CCDC desires to retain CONSULTANT to provide non-exclusive professional services. As a public agency, CCDC reserves all rights to seek services from other consultants through any procedure deemed to be in the best interests of CCDC and in compliance with any applicable law, rule, or regulation.

NOW, THEREFORE, in consideration of the above Recitals, which are incorporated into this Agreement; the mutual covenants contained herein; and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## AGREEMENT

- 1. SCOPE OF SERVICES.** Upon execution of this Agreement, CONSULTANT shall perform and furnish to CCDC all services as described in Exhibit A, ("Scope of Services" or "Scope"), incorporated herein by this reference, together with any amendments that may be agreed to in writing by the Parties.
- 2. EFFECTIVE DATE.** The effective date of this Agreement ("Effective Date") shall be the date on which this Agreement was signed by the last of the Parties to execute it.
- 3. TERM OF AGREEMENT.** This Agreement shall begin on the Effective Date and shall continue until: 1.) completion of services; or 2.) **DATE.** At CCDC's sole discretion an extension may be granted.
- 4. NOTICE TO PROCEED.** Services to be performed under this Agreement shall commence upon CCDC issuing a written notice to proceed. The written notice to proceed may be transmitted by U.S. Mail, courier, E-Mail or Fax. The receipt of the fully executed agreement is considered a written notice to proceed.
- 5. PAYMENT.**

  - (a) Method of Payment. CCDC agrees to pay CONSULTANT based on time and expenses an amount not to exceed [amount in words; caps] (amount in numbers; dollar sign) for the Scope based on the time expended by CONSULTANT.
  - (b) Hourly rates. CONSULTANT shall perform services at the hourly rates set forth in Exhibit [letter].
  - (c) Reimbursable Expenses. Reimbursable expenses may include general out-of-pocket expenses, such as long-distance telephone charges, copying expenses, overnight or standard mailing expenses, travel-related expenses and the like, and shall be billed to CCDC at the actual cost to CONSULTANT with no mark-up. Reimbursable expenses are included in the not-to-exceed limit stated in Section 3(a) above.
  - (d) NOTICE REQUIRED PRIOR TO OVERAGES. CONSULTANT must notify CCDC if CONSULTANT anticipates that costs for the Scope of Services will exceed the not-to-exceed limit set for this Agreement. CCDC will determine in its sole judgment if an amendment to the not-to-exceed limit is appropriate. Any amendment must be approved by CCDC in writing prior to the CONSULTANT incurring costs in excess of the not-to-exceed limit.
  - (e) Invoices. CONSULTANT shall submit monthly invoices for payment by mailing them to CCDC, 121 N 9th Street, Suite 501, Boise, Idaho 83702 or via email to [accounting@ccdcbiose.com](mailto:accounting@ccdcbiose.com). Monthly invoices shall be in a format acceptable to CCDC, and shall include the **PO# XXXXXX** on the invoice. Each invoice shall specify charges as they relate to the tasks in the Scope of Services. Each invoice

shall also specify current billing and previous payments, with a total of cost incurred and payments made to date.

- (f) Payment of Invoices. All invoices shall be paid by CCDC within thirty (30) days of receipt of invoice, subject to Correction of Deficiencies, herein set forth, and Termination provisions set forth below. Disputes of any invoiced amounts must be sent to CONSULTANT in writing within five (5) business days of billing.

**6. CONSULTANT RESPONSIBILITIES.** CONSULTANT assumes all responsibility for production and delivery of all materials and services detailed in this Agreement, whether or not the CONSULTANT is the manufacturer or producer of the materials or services. CONSULTANT shall supply, at CONSULTANT's sole expense, all equipment, tools, materials and/or supplies to accomplish the services specified in the Agreement. Further, CONSULTANT will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of items selected.

**7. CONSULTANT WARRANTY.** CONSULTANT represents that it possesses the requisite skill, knowledge, and experience necessary to perform the services under this Agreement. CONSULTANT warrants that its services under this Agreement shall be performed in a professional manner consistent with the professional skill and care ordinarily provided by [NATURE OF SERVICE] professionals practicing in the same or similar locality under the same or similar circumstances. In the event of nonconformity, to the extent the professional standard of care for professionals has not been met, and without limitation upon any other remedy, CCDC shall have no financial obligation in regard to the nonconforming goods or services. This right is not to the exclusion of any other right that CCDC has in law or equity. Without limiting the foregoing, CONSULTANT recognizes its obligation to work with CCDC to correct any errors resulting from its negligence.

**8. CONSULTANT RELIANCE.** CONSULTANT shall be entitled to rely on the accuracy and completeness of any information furnished by CCDC, except in such circumstances that CONSULTANT should, in the exercise of reasonable care, consistent with the professional skill and care ordinarily provided by consultants practicing under the same or similar circumstances, know the information to be incorrect, unreliable or incomplete. CONSULTANT shall provide prompt notice to CCDC if CONSULTANT becomes aware of any errors, omissions, or inconsistencies in such information.

**9. CORRECTING DEFICIENCIES.** If a service or work product subject to a specific invoice does not meet the requirements of this Agreement as CCDC may reasonably determine, CCDC shall notify CONSULTANT in writing and identify specific deficiencies in the service or work product that do not meet the requirements. CONSULTANT shall have ten (10) business days to correct or modify the service or work product to comply with the requirements of the Agreement as set forth in the CCDC's written notice. If CCDC again reasonably determines the services or work product fails to meet the requirements, CCDC may withhold payment until deficiencies have been corrected to CCDC's reasonable satisfaction or may terminate this Agreement for cause as set forth in this Agreement.

**10. RIGHT OF CONTROL.** CCDC 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 its other contracts

and services shall not interfere with the performance of the services outlined by this Agreement. CCDC agrees to coordinate project schedules, respective commencements, and deadlines with CONSULTANT as needed.

**11. PROPRIETARY RIGHTS.** All documents, reports, and any other data developed by CONSULTANT for CCDC in the performance of this Agreement, whether finished or not finished, shall become the property of CCDC, shall be forwarded to CCDC at its request, and may be used by CCDC as it sees fit. CCDC agrees that if it uses products prepared by CONSULTANT for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold CONSULTANT harmless therefrom.

**12. CONFIDENTIALITY.** The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information and, without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that: a.) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); b.) is under the obligation to be disclosed pursuant to the applicable laws or regulations or orders of the court or other government authorities; or c.) is required to be disclosed by any Party to its own officers, board members, legal counsels, or financial advisors regarding the transaction contemplated hereunder, provided that such officers, board members, legal counsels, or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

**13. RELATIONSHIP OF PARTIES.** CONSULTANT is an independent contractor and is not an officer, employee, servant, or agent of CCDC. CCDC shall determine the services and work products to be done by CONSULTANT, but CONSULTANT shall determine the legal means by which it accomplishes the services and work projects specified by CCDC. This Agreement shall not be construed to create any employer-employee relationship between CCDC and CONSULTANT. CONSULTANT shall not be entitled to any benefits provided by CCDC to employees.

**14. 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 CCDC 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.

**15. DISCRIMINATION PROHIBITED.** In performing the services required by this Agreement, CONSULTANT shall not discriminate against any person on the basis of age, race or ancestry, color, national origin, disability or handicap, creed or religion, sex, sexual orientation, gender identity, gender expression, or marital status. Violation of this section shall constitute a material breach of this Agreement and be deemed grounds for cancellation, termination, or suspension of the Agreement by CCDC, in whole or in part, and may result in ineligibility to perform additional services for CCDC.

**16. ACCESS TO RECORDS AND AUDITS.** CONSULTANT shall maintain complete and accurate records with respect to costs incurred and manpower expended under this Agreement.



All such records shall be maintained according to generally accepted accounting principles, shall be clearly identified, and shall be readily accessible. Upon request, such records shall be available for review by CCDC representatives for three (3) years after final payment.

**17. SUBCONSULTANTS.** CONSULTANT may propose the use of subconsultants ("SUBCONSULTANTS") for performance of a particular aspect of the services. CCDC shall have the right to approve the use of SUBCONSULTANTS and the amount and method of SUBCONSULTANTS' compensation prior to commencement of any services by SUBCONSULTANTS, and such approval shall be in writing. CCDC shall also determine whether the selection of SUBCONSULTANTS should be made through any required selection process or through a selection process CCDC deems in its best interest. CCDC shall have the right to approve any change in the use of SUBCONSULTANTS. Such changes in SUBCONSULTANTS shall be approved by CCDC in writing and shall not affect the amount of payment stated in the Agreement unless specifically authorized by CCDC in writing. CCDC shall have no liability to SUBCONSULTANTS and CONSULTANT shall be responsible for services performed or work product produced by the SUBCONSULTANTS and payment to SUBCONSULTANTS.

**18. COORDINATION WITH OTHER CONSULTANTS.** CONSULTANT recognizes that CCDC has or may enter into agreements with other consultants. Upon request, CONSULTANT agrees to coordinate with and work in conjunction with other Consultants when the need arises.

**19. INDEMNIFICATION.** CONSULTANT agrees to indemnify, defend, and hold harmless CCDC and its officers, agents, and employees from and against all claims, losses, actions, or judgments for damages or injury to persons or property, including attorney fees, arising from any negligent or tortious acts or omissions of CONSULTANT, its employees, or subconsultants. In case any action or proceeding is brought against CCDC or its officers, agents, or employees by reason of negligent or tortious acts or omissions of CONSULTANT, its employees, or subconsultants, CONSULTANT, upon written notice from CCDC, shall resist or defend such action or proceeding at CONSULTANT's expense.

**20. INSURANCE.** Prior to commencing services under this Agreement, CONSULTANT shall obtain at its sole cost and expense, and thereafter maintain for the term of this Agreement, at least the minimum insurance coverages set forth below. All insurance coverage shall be written on an occurrence basis and provided by a company or companies which are authorized to do business in Idaho. CONSULTANT shall provide to CCDC proof of insurance coverage before commencing its performance as herein provided. CONSULTANT shall notify CCDC a minimum of ten (10) days prior to cancellation of said policy or policies.

- (a) Worker's compensation as required by applicable law or regulation. If worker's compensation insurance is not required under the circumstances, CONSULTANT shall provide proof to CCDC that such coverage is not required.
- (b) Employer's liability insurance in the minimum amount required by applicable law or regulation.
- (c) Commercial general liability insurance policy with minimum coverage of \$1,000,000 per occurrence, and a minimum aggregate policy limit of \$2,000,000. The commercial general liability insurance policy shall name CCDC as an Additional Insured and protect its officers, agents, and employees from and against any and all claims, losses, actions, and judgments for damages or injury to persons

or property arising out of or in connection with the CONSULTANT's negligence during the performance of this Agreement.

- (d) Professional liability insurance with minimum limits of liability of \$1,000,000 per claim and \$1,000,000 aggregate.
- (e) Cybersecurity liability insurance with limits not less than \$1,000,000 for all claims and includes third party. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONSULTANT in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering fraud, funds transfer fraud, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

## **21. DEFAULT AND TERMINATION.**

- (a) FOR CAUSE. If through any cause CONSULTANT shall fail to perform any of the covenants or conditions of this Agreement or fails to fulfill its obligations in compliance with the schedule under this Agreement, and CONSULTANT does not cure such defects in performance within ten (10) days after receipt of written notice, CCDC shall thereupon have the right to terminate this Agreement. Upon termination for cause, CONSULTANT shall be paid an amount for the actual services satisfactorily performed in accordance with this Agreement through the default date. CONSULTANT shall provide CCDC all work products generated prior to date of termination.
- (b) TERMINATION FOR CONVENIENCE OF CCDC. CCDC may terminate this Agreement for its convenience at any time, for any reason, upon giving ten (10) business days written notice. If this Agreement is terminated by CCDC for convenience, CONSULTANT shall be paid an amount for the actual services satisfactorily performed to the date of termination. Consultant shall also provide CCDC all work products of consulting generated to date of termination. Notwithstanding any other provision in this Agreement, CCDC may terminate this Agreement immediately if CONSULTANT becomes insolvent or voluntarily or involuntarily bankrupt, or if a receiver or other liquidating officer is appointed for substantially all of the business of the CONSULTANT or if CONSULTANT makes an assignment for the benefit of creditors.

**22. DISPUTES.** In the event that a dispute arises between CCDC and the CONSULTANT regarding application or interpretation of any provision of this Agreement, the aggrieved Party shall promptly notify the other Party to this Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the Parties may first endeavor to settle the dispute in an amicable manner by mediation. If the Parties elect to mediate their dispute, the Parties will select a mediator by mutual agreement and agree to each pay half of the mediator's costs and fees. The mediation will take place in Boise, Idaho, unless otherwise agreed by the Parties in writing.



Should the Parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity. If the Parties do not mutually agree to mediate the dispute, either Party may pursue any rights or remedies it may have at law.

**23. ATTORNEY FEES.** Should any litigation be commenced between the Parties hereto concerning this Agreement, the prevailing Party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorneys' fees as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the Parties and shall survive any default, termination, or forfeiture of this Agreement.

**24. 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.

**25. NOTICES.** Any and all notices required to be given by either of the Parties hereto, unless otherwise stated in this Agreement shall be in writing and be deemed communicated when delivered in person, by courier, or mailed in the United States mail, certified, return receipt requested, addresses as follows:

To CCDC:

John Brunelle, Executive Director  
Capital City Development Corporation  
121 N. 9<sup>th</sup> Street, Suite 501  
Boise, Idaho 83702  
#208-384-4264  
[jbrunelle@ccdcboise.com](mailto:jbrunelle@ccdcboise.com)

To CONSULTANT:

Name of Consultant, Title  
Firm Name  
Address  
Address  
#telephone  
email

Telephone numbers and e-mail addresses are for convenience and not to be used for notices required to be in writing. Informal notices and communication may be delivered in person or by telephone, mail, courier, e-mail, or fax. Either Party may, by written notice, change the contact information listed above.

**26. GENERAL ADMINISTRATION AND MANAGEMENT.** The Executive Director of CCDC or his/her designee shall be CCDC's representative and shall oversee and approve all services to be performed, coordinate all communications, review and approve all invoices, and carry out any and all tasks as may be required of CCDC under this Agreement.

**27. TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this Agreement and will be strictly followed by the Parties.

**28. ENTIRE AGREEMENT.** This Agreement, along with any and all Exhibits, attached hereto and incorporated herein by reference, contains the entire Agreement of the Parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. This Agreement covers services or work products CONSULTANT has not completed, but does not cover services or work products that have been completed and CCDC has paid CONSULTANT'S fee.

**29. AMENDMENTS.** This Agreement may be amended only in writing, upon mutual agreement of both CCDC and CONSULTANT.

**30. ASSIGNMENT.** It is expressly agreed and understood by the Parties hereto that CONSULTANT shall not have the right to assign, transfer, hypothecate, or sell any of its rights under this Agreement except upon the prior express written consent of CCDC.

**31. COUNTERPARTS.** This Agreement may be executed in any number of counterparts. Such counterparts shall be deemed to be original instruments. Counterparts together shall constitute one (1) agreement.

**32. GOVERNING LAW.** Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the State of Idaho.

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

**34. SUCCESSORS IN INTEREST.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereby, and their respective successors and assigns.

**35. THIRD PARTY BENEFICIARIES.** CCDC and CONSULTANT are the only Parties to this Agreement. The Parties do not intend that any non-party or third party will have any rights whatsoever under this Agreement.

**36. ANTI-BOYCOTT AGAINST ISRAEL.** In accordance with Idaho Code Section 67-2346, effective July 1, 2021, CONSULTANT, by entering into this Agreement, hereby certifies that it is not currently engaged in, and for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel or territories under its control. This provision does not apply to the following agreements: 1.) Those with a total potential dollar value of less than \$100,000; or 2.) Those with any CONSULTANT having fewer than 10 employees.

**37. CERTIFICATION REGARDING GOVERNMENT OF CHINA.** In accordance with Idaho Code Section 67-2359, effective July 1, 2023, CONSULTANT, by entering into this Agreement, hereby certifies that it is not currently owned or operated by the government of China and will not, for the duration of the Agreement, be owned or operated by the government of China.

**38. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN SECTORS.** In accordance with Idaho Code Section 67-2347A, effective July 1, 2024, CONSULTANT by entering into this Agreement, hereby certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) Engages in or supports the

manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code. This section applies only to a contract that is between a public entity and a company with ten (10) or more fulltime employees and has a value of one hundred thousand dollars (\$100,000) or more that is to be paid wholly or partly from public funds of the public entity.

END OF AGREEMENT | Signatures appear on the following page.

SAMPLE

IN WITNESS WHEREOF, CCDC and CONSULTANT have executed this Agreement with an effective date as of the last date written below.

**CAPITAL CITY DEVELOPMENT CORP.**

**CONSULTANT: [ADD NAME]**

\_\_\_\_\_  
John Brunelle, Executive Director

\_\_\_\_\_  
Name, Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBITS**

A. Consultant's Proposal Dated XXXXXXXXXX

SAMPLE