



REQUEST FOR STATEMENT OF QUALIFICATIONS

ARCHITECTURAL DESIGN SERVICES

CAPS- Career and Technical Education (CTE) Facility

Solicitation #CCSD-SOQ063026

I. PURPOSE OF REQUEST

Cache County School District (“District or CCSD”) is requesting Statements of Qualifications (“SOQ”) from qualified architectural firms and their consultant teams to provide professional design services for a new Career and Technical Education (CTE) facility primarily supporting the District’s CAPS program and related profession-based learning initiatives.

II. GENERAL INSTRUCTIONS

This solicitation is intended to be a qualifications-based procurement for design professional services. Fee proposals, billing rates, and cost proposals shall not be submitted with the SOQ unless specifically requested by the District.

The project is anticipated to consist of a new standalone educational facility located on District-owned property at 723 W. 1400 N., Logan, Utah 84321. **CACHE COUNTY PARCEL #04-290-0003**. The anticipated facility size is approximately 17,000 to 20,000 square feet.

The project is anticipated to utilize a traditional design-bid-build delivery method.

Procurement Type-Qualifications-Based Selection for Professional Architectural and Engineering Services

The District intends to select the highest-ranked qualified consultant team and negotiate a scope of services and fee following completion of the qualifications evaluation process. If the District is unable to negotiate a satisfactory agreement with the highest-ranked firm, the District may terminate negotiations and proceed to the next-ranked firm.

The anticipated construction cost for the project is currently expected to be in the approximate range of \$7 million to \$8 million, depending upon final scope, systems selection, escalation, and site development requirements. Based upon current conceptual estimating, the anticipated construction cost range is generally expected to fall within an approximate range of \$375 to \$425 per square foot for the primary facility scope, excluding certain owner soft costs, FF&E, land acquisition, and related project costs.

The anticipated total project cost, inclusive of soft costs, FF&E, technology, contingencies, and related project costs, is currently expected to be approximately \$10 million to \$11 million.

The District reserves the right to modify project scope, schedule, budget, systems, phasing, and delivery approach as project planning proceeds.

CCSD reserves the right to reject any or all statements or to waive any formality or technicality in any submission, in the best interest of the District. CCSD reserves the right to cancel this request for SOQ in whole or in part at any time if it is in the best interest of the District.

III. ISSUING OFFICE AND SOQ REFERENCE NUMBER

The CCSD Purchasing Department is the issuing office for this document and all subsequent addenda, on behalf of the Construction and Facilities Department. The reference number for this solicitation is **CCSD-SOQ063026**

From the issuance of this SOQ until a vendor is awarded a contract and the award is published, Vendors are prohibited from communicating regarding this SOQ with the conducting procurement unit staff, evaluation committee members, CCSD board members, or other associated individuals, EXCEPT the CCSD purchasing manager overseeing this SOQ. Failure to comply with the requirement may result in disqualification.

IV. TERMS AND CONDITIONS

A contract resulting from this SOQ will include the Cache County School District Standard Terms and Conditions (Attachment A).

A bid shall be rejected if it is not responsive or responsible. A bid that is not responsive includes a bid that:

1. Is conditional
2. Attempts to modify the bid requirements
3. Contains additional terms or conditions
4. Fails to conform to the requirements or specifications of the SOQ

If a bidder's terms and conditions are attached, referenced, or embedded into a bid, the bid may be rejected as non-responsive.

Exceptions must be raised during the Question-and-Answer period.

V. QUESTIONS:

All questions or clarifications regarding the solicitation MUST be submitted through the Utah Public Procurement Place Website (U3P Bonfire). <https://utah.bonfirehub.com/portal/?tab=openOpportunities> and are subject to the deadline for submitting questions, which is before June 24, 2026, 3:00 PM MDT.

Questions may be answered in the order they are submitted, or compiled into a single document and answered in an addendum. Answers disseminated by CCSD through the (U3P Bonfire) system shall serve as the official and binding position of CCSD and will constitute an addendum to this SOQ.

Questions, exceptions, or notifications to CCSD of any ambiguity, inconsistency, excessively restrictive requirement, or error in this RFP MUST be submitted as a question through (U3P) during the Q&A period.

Questions may be answered individually or compiled into a single document. Questions may also be answered via addenda. An answered question or addenda may modify the specification or requirements of this SOQ. Answered questions and addenda will be posted on (U3P).

Vendors should periodically check (U3P) for answered questions and addenda before the closing date. The vendors are responsible for submitting their proposals as required by this SOQ, including any requirements in answered questions and/or addenda

VI. ADDENDA

Vendors are encouraged to periodically check the U3P Bonfire site for posted questions, answers, and addenda.

Any modification to this procurement will be made by an addendum issued by CCSD Purchasing. Addenda to this SOQ may be issued for the purpose of making changes to the scope of work, scheduling, qualification requirements, criteria, weighting, or other requirements of this SOQ.

After the due date and time for submitting a proposal to this SOQ, at the discretion of the chief procurement officer or head of a procurement unit, addenda to this SOQ may be limited to vendors that have submitted proposals, provided the addenda do not make a substantial change to this SOQ that likely would have impacted the number of vendors responding to the original publication of this SOQ.

Authorized and properly issued addenda shall constitute the official and binding position of CCSD.

Any response to this SOQ that has, as its basis, any communications or information received from sources other than this RFP or related addenda, may be considered non-responsive and rejected at the sole discretion of CCSD

VII. PROJECT OVERVIEW

A. Project Description

The District is planning development of a new standalone facility intended to support Career and Technical Education programming, with particular emphasis on CAPS-style profession-based learning.

For purposes of this solicitation, the District views CAPS programming as substantially different from a traditional classroom building or conventional vocational shop environment. CAPS-style programming is intended to place students in professional, industry-connected learning environments where they work on real-world problems, use industry-standard tools, interact with business and community partners, and develop professional skills in addition to technical skills.

The District currently anticipates approximately eight primary instructional and lab-oriented program environments supported by collaborative spaces, commons areas, meeting rooms, offices, storage, and related support functions. Several of these environments may support multiple overlapping instructional and profession-based learning functions as programming development proceeds.

The facility may include a combination of the following program elements:

Core Learning Environments

1. Flexible instructional spaces
2. Innovation and maker environments

Anticipated Instructional and Lab Environments

1. Engineering and prototype development areas - Applied fabrication and prototype development environments supporting assembly, prototyping, material processing, and hands-on project work involving light fabrication activities, dust-producing operations, ventilation needs, and small equipment use.
2. Digital design and media production spaces
 - Adjacent sound booth and podcast/video production environments
 - Adjacent photo and digital media studio spaces
3. Business and entrepreneurship instructional spaces
4. Health and bioscience instructional environments
5. Agriculture-related instructional lab environments
6. Education/teaching preparation program environments
7. Hands-on repair, fabrication, or garage-style instructional spaces
8. Innovation lab - Environments supporting computing, electronics development, prototyping, and applied technology projects

Multi-Use and Collaboration Environments

1. Flexible collaboration and presentation environments
2. Student commons and gathering spaces (Ideally seating for 200-300 persons)
3. Event and community presentation functions
 - Catering or warming kitchen support

Administrative and Support Spaces

1. Industry partner meeting and mentoring environments
 - Four small conference rooms
 - One large conference room
2. Administrative offices
3. Staff support and break areas
4. Appropriate storage and support functions

The District anticipates these environments should support a professional, collaborative, and adaptable learning experience while remaining practical, durable, maintainable, and cost-conscious.

B. Primary District Priorities

The District is seeking a consultant team capable of balancing educational functionality, durability, operational practicality, and budget discipline. The items below represent the primary priorities that should guide each proposing team's response and overall project approach.

The District considers project success to include development of a facility that is educationally effective, operationally practical, durable, adaptable, maintainable, cost-conscious, and welcoming to students, staff, and community partners. The District is seeking a facility that supports profession-based learning while remaining realistic to construct, operate, maintain, and adapt over time.

Educational programming and stakeholder engagement

The District expects a highly collaborative programming and planning process involving CTE leadership, CAPS instructors, industry partners, technology staff, maintenance personnel, security staff, custodial and operations personnel, and District administration.

Profession-based learning environment

The facility should feel professional, industry-oriented, flexible, and distinct from a traditional classroom building. The District desires a welcoming and intentional student experience that supports collaboration, real-world project work, presentations, mentoring, and industry interaction.

Budget discipline and constructability

The project is anticipated to be substantially funded through state grant funding. The selected team must demonstrate the ability to design to a fixed budget, manage cost estimating during design, prepare bid-ready documents, evaluate alternates, and help maintain scope within available funding.

The District desires thoughtful and intentional design solutions, but wishes to avoid unnecessary complexity, excessive specialization, difficult-to-maintain materials or systems, and design features that create long-term operational burdens disproportionate to their educational value.

Durability and operational practicality

The District places significant importance on long-term maintainability, durable materials and systems, operational simplicity, appropriate equipment access, lifecycle cost considerations, and coordination with District operational standards.

The District is not seeking unnecessary architectural complexity or over-designed solutions. The District places substantial importance on practical, maintainable, and appropriately scaled design solutions that can be realistically supported by District operations and maintenance staff over the life of the facility.

Code, permitting, and agency coordination

The consultant team must be prepared to actively coordinate required reviews and approvals, including local jurisdiction review, North Logan City entitlement coordination, utility coordination, applicable health department coordination, State Fire Marshal review, and other agency reviews required for public school construction.

Construction administration

The District expects substantial consultant involvement during construction, including regular site presence, timely response to RFIs and submittals, active issue resolution, change review, pay application review, punch list participation, and closeout support.

VIII. SCOPE OF PROFESSIONAL SERVICES

The selected consultant team will be expected to provide comprehensive professional services associated with the project.

A. Programming and Planning

The programming phase is a major part of the project and should not be treated as a minor pre-design task. The District intends to place substantial emphasis on educational programming, stakeholder engagement, operational planning, and space definition prior to advancing into formal drawing production.

The District believes that introducing formal drawings too early in the process can distract discussions toward layout reactions or premature design assumptions rather than the actual educational, operational, and functional needs of the program.

The District anticipates the programming process may include development of adjacency studies, conceptual operational diagrams, preliminary space allocations, functional relationship discussions, conceptual layout options, and related programming documentation intended to guide future design decisions and project scope development. The District therefore expects the consultant team to support a thoughtful and deliberate programming effort before advancing heavily into formal design development.

The selected consultant team will be expected to lead a thoughtful process that helps the District define space needs, adjacencies, equipment needs, safety requirements, technology needs, operational expectations, and future flexibility.

The District requests proposing teams to clearly describe how they will:

1. Facilitate educational programming with instructors and District staff.
2. Translate profession-based learning into physical space.
3. Engage industry partners in a productive and practical manner.
4. Balance instructional vision with budget limits.
5. Coordinate specialized instructional needs without over-designing the facility.
6. Identify adjacencies, shared spaces, and flexible-use opportunities.
7. Coordinate maintenance, IT, security, custodial, and operations input during design.
8. Document programming decisions in a way that can guide design and control scope.

B. Design Services

The District expects proposing teams to provide coordinated, permit-ready documents suitable for public bidding and construction. The services below represent the anticipated baseline design expectations for the project.

Design services are anticipated to include the following:

Design and Documentation

1. Schematic Design
2. Design Development
3. Construction Documents
4. Multi-discipline consultant coordination
5. BIM/Revit coordination
6. Digital clash detection coordination

Code and Regulatory Coordination

1. Code analysis and compliance
2. Accessibility compliance
3. Energy code compliance

4. Educational occupancy coordination
5. Coordination with local agencies and utilities
6. Coordination with North Logan City, applicable code officials, and reviewing agencies
7. Coordination with the Utah State Fire Marshal's Office and related educational occupancy review requirements
8. Preparation of documents necessary to advance the project to permit-ready status
9. Response to agency review comments and required plan revisions
10. Resubmittal coordination as necessary to obtain required approvals
11. Compliance with applicable Utah school safety and security requirements

Site and Building Systems Coordination

1. Building systems coordination
2. Site development design
3. Parking and circulation planning
4. Utility infrastructure coordination
5. Drainage and stormwater coordination
6. Coordination of security, access control, surveillance, and life-safety systems
7. Integration of District operational standards where applicable
8. Coordination of owner-provided FF&E and specialized instructional equipment
9. Conceptual rendered perspectives, space visualization graphics, and presentation materials appropriate for stakeholder and Board communication
10. Evaluation of multiple conceptual site and building layout options during programming and early schematic design
11. Discussion and planning considerations related to future expansion opportunities and potential shell-space concepts
12. Coordination with commissioning-related services or consultants if required due to evolving state requirements or project schedule considerations

C. Bidding and Procurement Support

The selected consultant team will be expected to assist the District during bidding, including:

- Preparation of bid-ready construction documents
- Preparation of addenda
- Responses to bidder questions
- Attendance at pre-bid meetings if requested
- Review of bid results
- Assistance with evaluation of alternates, substitutions, and bidder questions
- Recommendation support as requested by the District

D. Construction Administration

The District expects active and engaged construction administration services throughout the construction phase. Construction administration services should involve regular consultant participation and timely response to project issues.

The District expects active construction administration services. Construction administration shall not be limited to occasional document review. The consultant team should also be prepared to attend and participate in stakeholder meetings, District administrative meetings, Board of Education meetings, community meetings, and public presentations

as reasonably requested by the District. The District currently anticipates approximately three such meetings or presentations during the course of the project.

Construction administration services are anticipated to include: **Construction Coordination**

1. Regular construction meetings
2. Site observations
3. Coordination with consultants and District staff
4. Assistance in resolving field issues in a timely manner

Document and Review Services

1. Submittal and shop drawing review
2. RFI review and response
3. Change order review
4. Pay application review
5. Record drawing coordination

Project Closeout

1. Punch list participation
2. Closeout support

IX. REQUIRED CONSULTANT TEAM

The District expects proposing firms to identify a complete consultant team appropriate for the project.

At a minimum, the proposed team should identify the following disciplines and responsibilities:

Core Design Disciplines

1. Prime Architect
2. Civil Engineer
3. Structural Engineer
4. Mechanical Engineer
5. Electrical Engineer
6. Landscape Architect

Technology and Systems Coordination

1. Technology / Low-Voltage Consultant or design responsibility
2. Security Consultant or design responsibility

Site and Cost Support Services

1. Cost estimating responsibility
2. Geotechnical Engineering
3. Surveying
4. Cost estimating responsibility

Additional consultants may include traffic, commissioning, envelope, or other specialty consultants if recommended by the proposing team.

For each discipline, the SOQ shall clearly identify whether the work will be self-performed by the prime firm or provided by a subconsultant.

The District reserves the right to request additional specialty consultants during project development.

X. SOQ RESPONSE REQUIREMENTS

The District requests concise, direct submissions. Elaborate marketing packages, excessive graphics, promotional materials, and oversized binders are discouraged. The District is most interested in the actual team, relevant experience, project understanding, and approach.

Each SOQ shall include the following sections in the order listed below.

A. Cover Letter

Provide a cover letter signed by an authorized representative of the proposing firm. Include the primary contact, office location responsible for the project, a brief team overview, and acknowledgment of the firm's ability to perform the work.

B. Firm and Team Overview

Describe the prime firm and consultant team. Identify all proposed subconsultants, their roles, office locations, and relevant experience. Clearly identify which disciplines are self-performed and which are provided by subconsultants.

C. Key Personnel

Identify the actual personnel proposed for the project, including the project manager, lead designer, educational programming lead, lead engineers, and construction administration lead.

For each key person, include role, office location, relevant experience, specific relevant experience with CTE/CAPS or comparable profession-based learning environments, professional registration if applicable, and anticipated level of involvement.

The District reserves the right to require approval of key personnel substitutions after selection.

D. Relevant Project Experience

Provide a minimum of three and a maximum of five relevant projects completed within the last ten years.

Relevant experience may include:

- K-12 CTE facilities
- CAPS or profession-based learning facilities
- Technical education facilities
- Higher education instructional or lab facilities
- Flexible learning environments
- Public education projects

- Utah or intermountain public-sector projects

For each project, include project name, location, owner, size, construction cost, completion date, delivery method, services provided, reference contact information, and a short explanation of why the project is relevant.

E. Project Understanding and Approach

The District places substantial importance on the proposing team's ability to understand the operational and educational goals of the project rather than simply providing a standard school building response.

Describe the team's understanding of this project and the challenges it presents.

The response should address:

1. How the team understands CAPS-style profession-based learning.
2. How the team would approach educational programming.
3. How the team would balance a professional/industry-oriented environment with budget limits.
4. How the team would coordinate building systems, site design, security, technology, and operations.
5. How the team would support a durable, maintainable, and operationally practical facility.
6. How the team would support code review, State Fire Marshal review, entitlement, permitting, and permit-ready document development.

F. Budget Management and Cost Control

The District expects proposing teams to demonstrate a practical and disciplined approach to cost management throughout programming, design, bidding, and construction administration.

Describe the team's approach to designing within fixed public funding limits, including cost estimating, escalation management, value analysis, bid alternates, constructability review, and scope control.

The District requests proposing teams discuss how they manage scope growth during programming and design, maintain alignment between owner expectations and available funding, and avoid late-stage redesign caused by budget overruns.

The District is particularly interested in understanding how the proposing team approaches proactive budget management during early programming and design phases rather than relying heavily on reactive late-stage value engineering efforts.

G. BIM, Revit, and Quality Control

The District expects a coordinated digital design process capable of supporting accurate document coordination, clash detection, and efficient consultant communication.

Describe the team's use of BIM/Revit, consultant model coordination, clash detection, document quality control, and coordination procedures.

H. Schedule and Capacity

The District desires a consultant team capable of maintaining project momentum while still allowing sufficient time for meaningful educational programming and project coordination.

Describe current workload, staffing availability, anticipated project capacity, and ability to support the project from programming through construction closeout. As part of the SOQ response, the proposing team shall provide a preliminary project schedule identifying anticipated durations for programming, conceptual site and building layout options, schematic design, design development, construction documents, agency review/permitting, bidding, and construction administration services.

I. Construction Administration Approach

The District is seeking a consultant team that remains actively engaged during construction and responsive to field conditions, contractor questions, and District concerns.

Describe the team’s construction administration philosophy, expected site presence, RFI/submittal response approach, consultant coordination during construction, and method for resolving field issues.

J. Lessons Learned / Project Challenges

Provide one or two examples of difficult project challenges involving budget, schedule, programming, entitlement, permitting, or stakeholder conflict. Describe the issue, the team’s role, and the result.

K. References

Provide at least three owner references for relevant projects, including owner name, contact person, phone number, email address, and project name.

L. Required Disclosures

Disclose any actual or potential conflicts of interest.

Disclose any significant litigation, claims, or disputes involving the firm or proposed consultants within the last five years related to professional services.

XI. SUBMISSION FORMAT

All Statements of Qualifications must be received by June 30, 2026, 3:00 pm (MST)

The SOQ shall be limited to 25 pages, excluding cover, cover letter, table of contents, divider pages, resumes, project data sheets, licensing documentation, and required forms.

- Electronic PDF submissions shall be bookmarked and searchable.
- Submit SOQs electronically in PDF format and submit via: U3P Bonfire
- The subject line shall clearly identify the submission as:
 - “RFSOQ Submission – CAPS/CTE Facility – [Firm Name]”
- Late submissions will not qualify for review

Bids will be submitted electronically through a secure mailbox at the Utah Procurement Place (U3P) Bonfire:
<https://utah.bonfirehub.com/portal/?tab=openOpportunities>.

When submitting a bid electronically through Bonfire, please allow sufficient time to complete the online forms and upload documents. This IFB will close at the closing time specified. If you are in the middle of uploading your bid at the closing time, Bonfire will stop the upload, your bid will not be received, and it will not be reviewed by the CCSD.

Electronic bids may require uploading of electronic attachments. Bonfire will accept a wide variety of document types as attachments. Documents containing embedded encryptions cannot be processed by Bonfire. Additionally, the submission of documents containing embedded documents, zip files, MOV, WMP, and MP3 files is prohibited. All documents should be attached as separate files

XII. EVALUATION CRITERIA

The District is not necessarily seeking the largest or most nationally recognized firm, but rather the consultant team best able to support the District’s educational, operational, budgetary, programming, and project delivery goals.

SOQs with the District may select the highest-ranked firm based on written submissions alone. If written evaluations are inconclusive, the District may shortlist firms for conversational work-session style interviews before final ranking.

<u>Evaluation Criteria Scoring</u>	<u>Points</u>
Relevant K-12 CTE/CAPS profession-based learning experience	20
Qualifications and availability of proposed key personnel	15
Programming and stakeholder engagement approach	15
Project understanding and approach	10
Budget management and cost control approach	10
Demonstrated past budget performance and scope control	10
Consultant team coordination, BIM/REVIT, and quality control	10
Construction administration approach	5
References and past performance	5

XIII. SELECTION PROCESS

The District currently anticipates the following process:

1. Advertisement of RFSOQ
2. Receipt of SOQ submissions
3. Evaluation committee review
4. Optional shortlist determination (3 highest scoring proposals that meet all the requirements)
5. Optional interviews or work-session discussions
6. Final ranking
7. Negotiation of scope and fee with the highest-ranked firm
8. Board approval if required
9. Contract execution

The District reserves the right to reject any or all submissions, waive informalities or irregularities, request clarifications, request additional information, conduct interviews, shortlist firms, modify the project scope, cancel the solicitation, terminate negotiations, proceed to the next-ranked firm, or reissue the solicitation.

XIV. INTERVIEWS, IF CONDUCTED

If interviews are conducted, the District anticipates using a conversational work session format rather than a formal marketing presentation.

The District may ask shortlisted teams (3 highest scoring proposals that meet all the requirements) to discuss project approach, programming, conceptual site and building layout options, budget control, permitting, stakeholder coordination, industry advisory input coordinated through the District’s CTE department, construction administration, and lessons learned from comparable projects.

The District may request attendance by the actual proposed project manager, programming lead, lead designer, and construction administration lead.

XV. LICENSING, INSURANCE, AND AGREEMENT REQUIREMENTS

All firms and individuals performing professional services shall maintain all licenses and registrations required under Utah law.

The prime architect shall be properly licensed to practice architecture in the State of Utah. Engineering consultants shall be properly licensed in the State of Utah.

The selected consultant team shall maintain insurance coverage meeting District requirements, including professional liability/errors and omissions coverage.

The selected consultant team will be required to enter into the District’s professional services agreement. The agreement may include provisions related to the scope of services, compensation, insurance, indemnification, schedule, ownership of documents, standard of care, termination rights, compliance with applicable laws, record retention, and public records compliance.

XVI. PUBLIC RECORDS AND COSTS OF RESPONSE

Submitted materials may be considered public records subject to disclosure under the Utah Government Records Access and Management Act. Any information claimed to be protected shall be clearly identified by the submitting firm. The District does not guarantee that any submitted information will be protected from disclosure.

The District shall not be responsible for any costs incurred by firms in preparing SOQs, participating in interviews, or engaging in related procurement activities.

XVII. ANTICIPATED SCHEDULE

RF SOQ Advertisement	June 10, 2026
Questions Due	June 24, 2026, at 3:00 PM
SOQ Due Date	June 30, 2026, at 3:00 PM, MDT
Evaluation Period	June 30 - July 10, 2026
Interviews, if needed	July 14, 2026
Selection/Negotiation	Beginning no later than July 20, 2026
Notice to Proceed	No later than July 27, 2026

The District reserves the right to modify the schedule.



VENDOR INFORMATION

This information is submitted for Cache County School District solicitation # CCSD-SOQ063026 .

<i>Company Name</i>			
<i>Company DBA (if applicable)</i>		<i>Tax Identification Number (TIN or SSN)</i>	
<i>Ordering Address</i>			
		<i>City</i>	<i>State</i>
		<i>Zip Code</i>	
<i>Remittance Address</i>			
		<i>City</i>	<i>State</i>
		<i>Zip Code</i>	
<i>Email Address for Receiving POs</i>		<i>Phone Number</i>	
<i>Website</i>		<i>Primary Contact Name</i>	
<i>Primary Contact Email Address</i>		<i>Primary Contact Phone Number</i>	

REQUEST FOR STATEMENT OF QUALIFICATIONS

ARCHITECTURAL DESIGN SERVICES - CCSD-SOQ063026

TECHNICAL SCORING SHEET

FIRM NAME:

EVALUATOR #

DATE:

Score will be assigned as follows:

- 0 = Fail, the proposal fails to address the requirements or criteria described in the RFP or cannot be assessed due to missing information
- 1 = Poor, the proposal inadequately addresses the requirements or criteria described in the RFP or cannot be assessed due to incomplete information
- 2 = Unsatisfactory, the proposal addresses the requirements or criteria described in the RFP in an unsatisfactory manner
- 3 = Satisfactory, the proposal addresses all requirements or criteria described in the RFP in a minimum satisfactory manner
- 4 = Good, the proposal addresses all requirements or criteria described in the RFP and in some respects exceeds them
- 5 = Excellent, the proposal addresses and exceeds all of the requirements or criteria described in the RFP

Scoreable Technical Criteria		SOQ Section	Evaluator Score (0-5)	Criteria Weight	Points Possible	Points Earned
1	Relevant K-12 CTE/CAPS profession-based learning experience	Page 9		4	20	
2	Qualifications and availability of proposed key personnel	Page 8		3	15	
3	Programming and stakeholder engagement approach	Page 6		3	15	
4	Project understanding and approach	Page 10		2	10	
5	Budget management and cost control approach	Page 10		2	10	
6	Demonstrated past budget performance and scope control	Page 10		2	10	
7	Consultant team coordination, BIM/REVIT, and quality control	Page 10		2	10	
8	Construction administration approach	Page 7		1	5	
9	References and past performance	Page 11		1	5	
TOTAL POINTS					100	

* Purchasing will use the following cost formula: The points assigned to each offeror's cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. The formula to compute the points is: $\text{Cost Points} \times (\text{Lowest Proposed Price} / \text{Proposed Price})$.

FOR PURCHASING DEPT ONLY

Total Evaluation Points	Percent of Total	Points Possible	Points Earned
Total Evaluation Points		100.0	0.0

ATTACHMENT A

CACHE COUNTY SCHOOL DISTRICT STANDARD TERMS AND CONDITIONS

1. **DEFINITIONS:** The following definitions apply: (a) “CCSD” – Cache County School District; (b) “PO” – Purchase Order/Contract; (c) “Seller” – Supplier, Vendor or Contractor – the legal person authorized to bind the company contracting with the Buyer and universally used throughout this document; (d) “Buyer” – CCSD authorized Purchasing Agent.
2. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63G-6a-101, et seq, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33) or CCSD Purchasing Policy DBJ in accordance with the laws of the State of Utah, and related statutes which permit CCSD to purchase certain specified services, and other approved purchases for CCSD.
3. **CONTRACT JURISDICTION, CHOICE OF LAW AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Logan City, in the First Judicial District Court in Cache County.
4. **LAWS AND REGULATIONS:** The Seller and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws and regulations.
5. **BACKGROUND CHECK:** All persons who will be placed in direct contact with students may be subject to the requirements set forth in Utah Code 53A-3-410. Where applicable, access to CCSD property may be granted to Seller’s employees only after appropriately cleared by the Board of Education. All costs associated for clearance of Seller’s personnel shall be included in the Seller’s pricing.
6. **ACCEPTANCE:** PO acceptance constitutes the entire agreement. This order constitutes Buyer’s offer and may be accepted by Seller (or Contractor where applicable) only in accordance with the terms hereof. No agreement or understanding varying or extending the terms or conditions of the PO, including but not limited to Seller provided terms and conditions included within a quote or proposal, will be binding unless in writing and agreed to and signed by an authorized CCSD Buyer. This PO may be accepted by Seller by written acknowledgment, commencement of work, shipment of goods or furnishing of services. No addition, oral agreement or any instructions, terms and conditions that may be contained in any acknowledgement of this PO shall be binding upon CCSD, if in conflict with CCSD terms and conditions, unless authorized in writing by the CCSD Buyer.
7. **RENEGOTIATION OR MODIFICATIONS:** Buyer shall have the right at any time, by written notice to Seller, to make changes or suspend performance, in whole or in part to this PO. Seller shall proceed to perform as changed. If change causes an increase or decrease in the cost or time of performance of this PO, Seller shall notify Buyer immediately and negotiate an adjustment. Any claim by the Contractor for adjustment must be asserted in writing within thirty (30) days from the date of receipt by the Seller of the notification of change.
8. **SHIPPING:** Buyer reserves the right to route all shipments. Delays in shipment shall be reported immediately by Seller to Buyer. Every package, bill of lading, shipping memorandum and invoice must be marked with CCSD’s PO number. All shipments will include an itemized packing slip of each package’s content.
9. **DELIVERY/TITLE:** Unless otherwise agreed, delivery shall be F.O.B. Destination and title shall pass to CCSD upon acceptance at the final delivery point. Risk of damages or loss following shipment and prior to acceptance by CCSD shall be the responsibility of Seller. Deliveries will be made even in the event of a strike at Seller’s location, unless otherwise authorized by CCSD Buyer. If the Seller fails to deliver in accordance with the schedule, Buyer will be entitled to either a price reduction for late deliveries or the right to terminate the PO for default in performance of this PO, Seller will immediately notify the Buyer in writing of the reasons for the delay and what action is being taken to minimize the delay.

10. **INSPECTION:** All work and/or supplies on this PO are subject to inspection and testing by an authorized CCSD employee at times and places determined by CCSD. If CCSD finds the goods to be incomplete, nonconforming or damaged, CCSD may reject the supplies and require Seller to correct them with no additional charges. If Seller refuses to correct such goods, within a reasonable time, the Buyer may cancel the order in whole or in part.
11. **HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA:** Seller will provide one set of the appropriate Material Safety Data Sheet and container label upon delivery of hazardous material to CCSD.
12. **INDEMNITY CLAUSE:** The Seller agrees to release, protect, indemnify and hold CCSD's officers directors, representatives and its employees harmless from and against any damage, cost or liability, including reasonable attorney's fees for any and all injuries to persons, damage to property or claims for money for damages arising from any and all supplies, services, equipment, and construction furnished under this contract, as well as acts or omissions of the Seller, Seller's employees, subcontractors, representatives or volunteers.
13. **INSURANCE FOR WORK PERFORMED ON CCSD PROPERTIES:** If Seller, its agents, and/or employees are required to perform this PO or any part of this PO on CCSD premises, Seller shall provide insurance coverage as follows:
 - a. Worker's Compensation Insurance or qualification as a self-insurer to satisfy the laws of the State of Utah.
 - b. Employee's liability insurance for Bodily Injury per accident limits not less than \$1,000,000 per occurrence.
 - c. Comprehensive General Liability \$2,000,000 combined single limit any one occurrence and shall include coverage for bodily injury and property damage.
 - d. Comprehensive Automobile Liability Insurance \$1,000,000 (owned and hired vehicles) combined single limit per occurrence for personal injury and property damage.
 - e. Umbrella or Excess Liability Coverage \$5,000,000.The above policies shall include CCSD as additional insured for claims caused in whole or in part by the Seller's negligent acts or omissions during the Seller's operations or performance on this contract. Seller shall provide thirty (30) days advance written notice of changes in or cancellation of any such insurance. Seller will be required to furnish a Certificate of Insurance prior to the commencement of work. Failure to maintain insurance during the performance of this PO shall cause the Seller to be in default under this PO.
14. **CONFLICT OF INTEREST:** Seller represents that none of its officers or employees are officers or employees of CCSD, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.

Further, Seller certifies that it has not offered or given any gift or compensation prohibited by 67-16-5, U.C.A., 1953, as amended, or any other state or federal law, to any officer or employee of CCSD to secure favorable treatment with respect to being awarded this PO.
15. **SELLER, AN INDEPENDENT SELLER:** The Seller shall be an independent Seller, and as such, shall have no authorization, express or implied, to bind CCSD to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for CCSD, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Seller by CCSD. The Seller shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from CCSD for these contract services. Persons employed by CCSD and acting under the direction of CCSD shall not be deemed to be employees or agents of the Seller.
16. **SELLERS COMPLIANCE WITH APPLICABLE EMPLOYMENT PRACTICES AND LAWS:** CCSD will not have any responsibility to ensure or enforce any employment practices or laws with respect to Seller's employees, agents or contractors. Seller warrants and certifies that it abides by the provisions of the Utah AntiDiscrimination Act, Title 34 Chapter 35, U.C.A., 1953 as amended, and Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e), which prohibit discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90, which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of

disabilities. Also, the Seller agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Seller must include this provision in every subcontract or PO relating to purchases made by CCSD to ensure that the subcontractors and suppliers are bound by this provision.

17. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
18. **DEBARMENT:** The Seller certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Seller cannot certify this statement, attach a written explanation for review by CCSD. The Seller must notify CCSD Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
19. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
20. **DEFAULT AND REMEDIES:** Any of the following will constitute cause for CCSD to declare the Seller in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term of condition of the PO. CCSD will issue a written notice of default providing a specified period of time for Seller to cure. If the default remains, CCSD may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate the PO and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Seller from receiving future bid/proposal solicitations.
21. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. CCSD may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
22. **NONAPPROPRIATION OF FUNDS:** The Seller acknowledges that CCSD cannot contract for the payment of funds not yet appropriated by the Board of Education. If funding to CCSD is reduced due to an order by the Board of Education, or is required by State law, or if federal funding (when applicable) is not provided or reduced, CCSD may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from CCSD upon 30 days written notice. In the case that funds are not appropriated or are reduced, CCSD will reimburse Seller for products delivered or services performed through the date of cancellation or reduction, and CCSD will not be liable for any future commitments, penalties, or liquidated damages.
23. **SALES TAX EXEMPTION:** Prices will be exclusive of state sales, use and federal excise taxes. CCSD's sales and use tax exemption number is 12286526-010-STC. The tangible personal property or services being purchased are being paid from CCSD funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
24. **WARRANTY:** The Seller agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to CCSD under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Seller (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Seller warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that CCSD has relied on the Seller's skill or judgment to consider when it advised CCSD about the

product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which CCSD has not been warned. Remedies available to CCSD include the following: The Seller will repair or replace (at no charge to CCSD) the product whose nonconformance is discovered and made known to the Seller in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Seller will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies CCSD may otherwise have under this contract.

25. **PUBLIC INFORMATION:** Seller agrees that the contract, related sales orders, and invoices will be public documents, and may be available for distribution. Seller gives CCSD express permission to make copies of the contract, related sales orders, and invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified pursuant to Subsection 63G-2-309(1) in writing under the business confidentiality exception under Subsection 63G-2-305 (1) and/or (2) or another exception and expressly approved by CCSD Department of Purchasing, Seller also agrees that the Seller's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
26. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Seller will promptly submit invoices to CCSD within thirty (30) days of shipment or delivery of goods/services. CCSD contract number and/or the agency PO number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by CCSD will be those prices listed in the contract. CCSD has the right to adjust or return any invoice reflecting incorrect pricing.
27. **PAYMENT:** Payments are normally made within thirty (30) days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Seller will be remitted by mail unless paid by CCSD Purchasing Card (major credit card).
28. **PATENTS, COPYRIGHTS, ETC.:** The Seller will release, indemnify and hold CCSD, its officers, agents and employees harmless from liability of any kind or nature, including the Seller's use of any copyrighted or uncopied composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
29. **ASSIGNMENT/SUBCONTRACT:** Seller will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of CCSD.
30. **PROCUREMENT ETHICS:** The Seller understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to CCSD is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of CCSD, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (§63G-6a-2404, Utah Code Annotated, 1953, as amended).
31. **CONFLICT OF TERMS:** Seller Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Seller's website, terms listed in a Seller quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. CCSD Standard Terms and Conditions; 2. CCSD Contract Signature Page(s); 3. CCSD Additional Terms and Conditions; 4. Seller Terms and Conditions.
32. **PRICE GUARANTEE, ADJUSTMENTS:** The contract pricing resulting from this PO/bid/proposal will be guaranteed for the period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least thirty (30) days prior to the effective date. Requests for price adjustment must include documentation supporting the request and demonstrating a logical mathematical link between the current price and the proposed price. Any adjustment or amendment to the contract will not be effective unless approved by the CCSD Director of Purchasing. The District will be given the immediate benefit of any decrease in the market, or allowable discount.
33. **STATUS VERIFICATION SYSTEM:** The Seller verifies that they are in compliance with Utah Code

Annotated, §63G-12-302 to verify the work eligibility of contractor's employees. The law makes it unlawful for a Utah employer to terminate a U.S. citizen and replace that individual with an undocumented worker hired after July 1, 2009. Utah Code Annotated, §63G-12-302 requires Sellers who perform physical services within the State to register and participate in a Status Verification System before entering into contracts with public employers. Contracts awarded through a request for proposal process require a clause mandating the prime and subcontractor to use an approved Status Verification System.

34. **DISPUTES:** In the event of any dispute relating to the PO, the Seller agrees to make diligent and reasonable attempts to resolve disputes through negotiations.

Revision Date: (February 17, 2023)