TOWN COUNCIL WORK MEETING

1777 N Meadowlark Dr, Apple Valley
Tuesday, November 10, 2026 at 9:00 AM

AGENDA

Notice is given that a meeting of the Town Council of the Town of Apple Valley will be held on **Tuesday, November 10, 2026**, commencing at **9:00 AM** or shortly thereafter at **1777 N Meadowlark Dr, Apple Valley**.

Mayor| Michael Farrar
Council Members | Kevin Sair | Scott Taylor | Richard Palmer | Lee Fralish

Please be advised that the meeting will be held electronically and broadcast via Zoom. Persons allowed to comment during the meeting may do so via Zoom. Login to the meeting by visiting:
https://us02web.zoom.us/j/82661513795
if the meeting requests a password use 1234
To call into meeting, dial (253) 215 8782 and use Meeting ID 826 6151 3795

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

DECLARATION OF CONFLICTS OF INTEREST

DISCUSSION

1. Discussion and Review of Procurement Proposals for Building Inspection, Plan Review, and Planning Services.

   Review proposals received and opened.

   Discuss qualifications, scope of services, and proposed fees.

   Discuss next steps in the procurement and selection process.

2. Discussion and Review of Engineering Services Procurement.

   Review bids and proposals received.

   Discuss qualifications, scope of services, and proposed fees.

   Discuss procurement status and next steps.

3. Discussion and Review of Geophysical Engineering Services Procurement.

   Review procurement scope and solicitation status.

   Discuss proposals received, if applicable.

   Discuss evaluation process and next steps.

REQUEST FOR A CLOSED SESSION: IF NECESSARY

ADJOURNMENT

CERTIFICATE OF POSTING: I, Jenna Vizcardo, as duly appointed Recorder for the Town of Apple Valley, hereby certify that this Agenda was posted at the Apple Valley Town Hall, the Utah Public Meeting Notice website http://pmn.utah.gov, and the Town Website www.applevalleyut.gov.

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL COMMUNITY EVENTS AND MEETINGS
In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the Town at 435-877-1190 at least three business days in advance.

TOWN OF APPLE VALLEY

RFP-2026-04 EVALUATION SCORE SHEET

Building Inspection, Plan Review and Planning Services

Evaluator:		**Date:**	
Respondent:		**Proposal No.:**	
Conflict disclosed?	Yes / No	**Eligible/Responsive?**	Yes / No

Evaluation Instructions

Score each proposal using only the evaluation criteria stated in Section 7 of the RFP. Do not add or substitute evaluation criteria. Provide brief comments supporting the score assigned. Cost information must be handled in accordance with Utah Code § 63G-6a-707(7).

Scoring

Evaluation Criterion	Maximum Points	Score	Evaluator Comments
Qualifications, licenses, and certifications	10		
Relevant municipal and professional experience	15		
Qualifications and experience of proposed personnel	10		
Ability to provide and coordinate the requested Scope of Service	15		
Understanding of the Town's needs	10		
Proposed service approach	10		
Staffing, availability, responsiveness, and ability to meet applicable statutory deadlines	10		
References and past performance	10		
Proposed fees and other charges	5		
Overall value to the Town	5		
TOTAL	**100**		

Evaluator Certification

I evaluated this proposal using the criteria stated in RFP-2026-04 and, to the best of my knowledge, have no conflict of interest with the Respondent. I did not communicate with the Respondent concerning this procurement outside the official evaluation process.

Evaluator Signature: _____ Date: _____

Notes / Best-Value Considerations:

_____

Cost-access note: Unless the procurement official signs the written waiver permitted by Utah Code § 63G-6a-707(7)(b), evaluation committee members may not know or access proposal cost information until after the committee submits its recommendation based on scores of all non-cost criteria.

Request for Proposals

Building Inspection Plan Review and Planning Services

Four Year Contract with Optional One Year Renewal

Procurement Information	Town Entry
Solicitation number	RFP-2026-04
Issue date	September 28, 2026
Questions due	October 7, 2026 – 3:00 PM
Proposals due	October 19, 2026 – 3:00 PM
Submission method	Sealed delivery to Town Hall
Procurement contact	Jenna Vizcardo, Town Clerk clerk@applevalleyut.gov 435-877-1190
Town address	1777 North Meadowlark Drive, Apple Valley, Utah 84737

The Town seeks one qualified primary contractor to provide or coordinate building inspection, building plan review, planning and zoning review, fire protection review and inspection, and related as-needed professional services. Award will be based on the proposal determined to provide the best overall value to the Town.

Notice and Invitation

Notice is hereby given that the Town of Apple Valley, Utah ("Town") is seeking proposals from qualified firms or individuals to provide contract professional services for building inspection, building plan review, planning and zoning review, fire protection review and inspection, and related services.

This Request for Proposal ("RFP") will assist the Town in selecting an experienced and qualified contractor capable of providing and coordinating the professional services described herein. This RFP is part of a competitive procurement process intended to serve the best interests of the Town and its citizens and provide each Respondent with a fair opportunity for its services to be considered.

The Town intends to select one primary contractor capable of providing or coordinating the complete Scope of Service described in this RFP, including qualified personnel and specialists as necessary.

Services will be provided on an as-needed basis. The Town does not guarantee a minimum volume or dollar amount of work.

Questions or requests for clarification may be directed to the Town Clerk at clerk@applevalleyut.gov.

Procurement Schedule

Milestone	Date or Time
RFP issued	September 28, 2026
Deadline for written questions	October 7, 2026 - 3:00 PM
Final addendum anticipated	October 12, 2026
Proposal submission deadline	October 19, 2026 - 3:00 PM
Public proposal opening	October 21, 2026 - 6:00 PM
Evaluation period or interviews	October 21, 2026
Town Council authorization	October 21, 2026 or subsequent meeting
Agreement effective date	Upon execution

Dates are subject to change by written addendum or other notice permitted by applicable law and Town procurement procedures.

Solicitation Authority and Governing Standards

- Town of Apple Valley Procurement Ordinance No. O-2026-09 and applicable Town procurement procedures.
- Applicable provisions of Utah law governing municipal procurement, professional licensing, building services, land use, records, ethics, and contracting.
- The terms of this RFP, any issued addenda, and the final agreement approved by the Town.

1 Purpose and Contract Structure

1.1 Purpose

The successful Contractor ("Contractor") shall work cooperatively with the Mayor, Town Clerk, Planning Commission, and other designated Town representatives, as applicable, and shall provide the qualified personnel, professional expertise, availability, and resources necessary to perform the services requested by the Town.

The Contractor shall perform all assigned services in compliance with applicable federal and state law, Utah State Construction Code, Utah State Fire Code, Town ordinances, adopted standards, and other applicable requirements.

1.2 As Needed Services

Services will be provided on an as-needed basis. The Town does not guarantee a minimum volume or dollar amount of work.

1.3 Primary Contractor Responsibility

The primary Contractor shall remain responsible to the Town for coordination, quality, timeliness, and performance of services performed by its employees, consultants, or subcontractors.

2 Scope of Services

2.1 Building Inspection Services

The Contractor shall provide residential and commercial building inspection services, including inspections of footings and foundations; underground plumbing; rough plumbing; electrical and mechanical systems; framing and shear; insulation and energy-code requirements; permanent power; gas-line testing; site erosion control; swimming pools; solar and energy systems; decks and accessory structures; additions and alterations; final inspections; occupancy-related inspections; re-inspections; and other inspections required by applicable codes, ordinances, permits, or Town requirements. The Contractor shall also investigate applicable building-code complaints and provide correction notices, stop-work documentation, or other inspection findings when necessary.

The Contractor shall provide inspections promptly and maintain sufficient staffing and availability to assist the Town in meeting applicable statutory inspection requirements and deadlines.

Inspection results shall be documented and promptly provided to the Town. When violations or corrections are identified, the Contractor shall provide written documentation sufficient to identify the applicable violation, required correction, and supporting code or standard, as appropriate. Upon satisfactory completion of required final inspections, the Contractor shall notify the Town when applicable inspection requirements have been satisfied and a Certificate of Occupancy may be issued. The Town shall be responsible for issuing Certificates of Occupancy.

2.2 Building Plan Review Services

The Contractor shall review residential and commercial building plans for compliance with applicable building, structural, mechanical, electrical, plumbing, accessibility, energy, and fire/life-safety requirements; applicable Town ordinances; required professional stamps and calculations; applicable site-plan requirements; and other requirements within the building plan-review scope. Reviews shall include initial submissions, revisions and resubmittals, with written comments identifying deficiencies, required corrections, and applicable code or ordinance provisions when appropriate.

The Contractor shall complete plan reviews and provide comments, corrections, findings, and recommendations sufficiently timely to assist the Town in meeting applicable statutory review requirements.

2.3 Planning Zoning and Land Use Services

The Contractor shall provide professional review of planning, zoning, development, and land-use applications as requested by the Town, including zone changes, conditional uses, site plans, subdivisions, and other development applications. Services may include review for application completeness and compliance with applicable zoning, lot size, setbacks, easements, use requirements and other Town land-use regulations; review of revisions and resubmittals; written findings and recommendations; zoning inspections when requested by the Town; ordinance interpretation and technical assistance; and coordination with Town staff and other Town professionals.

2.4 Fire Protection Review and Inspection Services

The Contractor shall provide appropriately qualified personnel to perform fire and life-safety plan review and inspection services associated with building and development applications, including review of fire-protection systems and applicable State Fire Code requirements; required fire inspections; written correction comments; and coordination with building plan review, Town staff, and applicable fire authorities.

2.5 Town Administration and Coordination

Town staff will receive and coordinate applications and service requests and will perform applicable municipal administrative functions, including:

- Calculation and collection of applicable fees.
- Issuance of building permits following required approvals.
- Issuance of Certificates of Occupancy following required approvals and completion of applicable inspections.

The Contractor shall provide the technical reviews, inspections, findings, reports, recommendations, and supporting documentation necessary for the Town to perform these functions.

The Contractor shall use the Town's City Inspect building-permit software as the official system for assigned services. The Contractor shall timely enter and maintain inspection results, plan-review comments, correction notices, application and review status, supporting documentation, and other records required by the Town. The Contractor is responsible for ensuring that its assigned personnel are trained and able to use City Inspect effectively. Use of a separate internal system does not replace the requirement to maintain complete and current records in City Inspect.

The Contractor shall maintain effective communication with Town staff regarding application status, inspections, required corrections, review status, applicable deadlines, and other matters requiring Town action.

2.6 Meeting Attendance and Written Reports

Regular attendance at Planning Commission or Town Council meetings will not be required.

The Contractor shall provide written findings, reports, or professional recommendations sufficient for presentation and use by Town staff, the Planning Commission, and Town Council, as applicable.

The Town may request Contractor attendance at a meeting when reasonably necessary due to the complexity or significance of a particular matter. Any rate applicable to requested meeting attendance shall be identified in the Contractor's Fee Schedule.

2.7 Additional As Needed Professional Services

The Contractor shall also have the ability to provide or coordinate appropriately qualified personnel for the following services when requested by the Town:

Engineer/Architect Plan Review
Specialized technical review requiring appropriately licensed engineering or architectural expertise.

Optional Storm Drainage Engineering Review
When specifically requested and authorized in writing by the Town, the Contractor may provide or coordinate

review by an appropriately licensed professional engineer of storm drainage components associated with a development application. Review may include drainage reports, calculations, grading and drainage plans, detention or retention facilities, stormwater conveyance, and related improvements for consistency with applicable Town standards and requirements. This service is optional, is not required for every application, and shall not be performed or billed without prior Town authorization. The review is advisory and does not replace any review, approval, or authority reserved to the Town Engineer, Town staff, Planning Commission, Town Council, or another designated official.

Public Works Inspection
Provide or coordinate qualified personnel for public works inspections and other technical inspections when specifically requested by the Town, including inspection of applicable public improvements associated with development projects. Specialized engineering or architectural review shall be performed by appropriately licensed professionals when required.

Permit Technician Services
When requested by the Town, provide permit-technician or related administrative support associated with the services described in this RFP. Such services may include technical assistance with permit documentation, application tracking, electronic permitting systems, and coordination of review information.

Clerical
Related administrative services when specifically requested by the Town.

2.8 Invoicing

The Contractor shall submit a monthly invoice for services performed no later than the 15th day of the following month.

Invoices shall provide sufficient detail for the Town to identify the services performed, applicable project or application, service date, personnel or service classification, rate, hours or units billed, and any other authorized charge.

3 Required Qualifications

The Respondent shall demonstrate that it possesses the personnel, experience, licensing, certifications, and professional capability necessary to provide the Scope of Service.

Building inspectors shall maintain all licenses and certifications required by the State of Utah and shall perform only those services within the scope of their applicable licenses and professional qualifications.

The proposal shall identify, as applicable:

- Name and proposed role of key personnel.
- Utah professional license number and classification.
- Applicable ICC or other professional certifications.
- Residential and commercial inspection qualifications.
- Relevant professional experience.
- Planning and zoning experience.
- Fire review and inspection qualifications.
- Engineering or architectural qualifications for personnel proposed to perform those services.
- Proposed subcontractors or consultants and their qualifications.

All required licenses and certifications shall be maintained throughout the contract term. The Contractor shall promptly notify the Town of any expiration, restriction, suspension, revocation, or other material change affecting a required professional license or certification.

4 Contract Term

The Town anticipates awarding an initial contract for a period of four (4) years.

Subject to satisfactory performance, continued need, availability and appropriation of funds, applicable law, and required Town approvals, the Town may renew the agreement for one (1) additional one-year period.

The maximum potential contract term, including the optional renewal period, shall be five (5) years.

5 Proposal Content and Organization

All proposals shall include six (6) total proposal sets and must be organized to include the following:

1. Letter of Transmittal

The letter of transmittal should include an introduction of the Respondent and the name, address, telephone number, and email address of the primary contact person and other representatives dealing with the RFP.

2. Executive Summary

The Executive Summary shall briefly describe the Respondent's approach to providing the requested services, highlight the major features of the proposal, and identify any significant limitations, alternatives, or supporting information.

3. Statement of Qualifications

This section shall provide information regarding the Respondent's qualifications, experience, licenses, certifications, and ability to provide the requested services.

The Respondent shall identify the proposed personnel who will perform or oversee the services and provide information regarding relevant municipal building inspection, plan review, planning/zoning, fire review, and related experience.

4. References and Past Performance

Provide references for similar contracts or relevant work experience, including appropriate contact information for governmental entities, organizations, or other clients for whom comparable services have been performed.

5. Approach and Service Delivery

Describe the Respondent's proposed approach to providing services to the Town, including staffing and availability, inspection scheduling and response, plan-review process, communication with Town staff, deadline tracking, quality control, and availability of backup personnel.

The response shall describe the Respondent's experience using City Inspect or its plan and timeframe for training proposed personnel and implementing the Town's required workflow.

6. Additional Information

Any information deemed pertinent to the RFP but not otherwise requested may be included in this section.

7. Exceptions

Respondents shall separately and clearly identify any exceptions to the specifications, requirements, or proposed terms of this RFP.

8. Protected Information

As a governmental entity, the Town is subject to the Government Records Access and Management Act ("GRAMA"), Title 63G, Chapter 2 of the Utah Code. The Town cannot guarantee that information provided in a proposal will not be subject to disclosure under GRAMA.

9. Billing Methodology and Fee Proposal

The Respondent shall include a complete billing methodology and fee proposal in its response. The information must clearly identify all rates and charges that may apply to the requested services, including hourly rates by personnel or service classification and any flat-rate, per-inspection, per-project, percentage-based, minimum, travel, mileage, meeting-attendance, administrative, technology, or other proposed charges.

The Respondent shall identify any service included within another rate or provided without a separate charge and shall explain any conditions that affect billing. The response must also identify every proposed annual rate adjustment or escalation, including its amount, percentage, index, formula, effective date, frequency, and application during the initial contract term or any renewal period. Any fee, rate, reimbursement, or charge not disclosed in the proposal will be subject to the Town's written approval before it may be billed.

6 Submission Instructions

6.1 Submission Deadline and Delivery

Submissions Due: Proposals must be delivered to the Town Clerk no later than 3:00 PM on October 19, 2026, at Town Hall, 1777 N. Meadowlark Dr., Apple Valley, UT 84737.

Proposals received after the stated submission deadline will be handled in accordance with applicable Town procurement procedures.

Submit proposals in a sealed envelope clearly marked "Building Inspection, Plan Review and Planning Services RFP."

6.2 Proposal Opening and Award

Proposal Opening: Proposals shall remain sealed until opened at a public Town Council meeting on October 21, 2026 at 6:00 PM.

Evaluation and Award: Following opening, proposals will be reviewed and evaluated using the criteria identified in this RFP. The Town Council will consider the proposals and any resulting evaluation or recommendation and may award the contract at a subsequent public meeting.

Written notification regarding the outcome of the procurement will be provided following the Town's award decision.

Every effort will be made to administer the proposal process in accordance with the terms and dates stated in this RFP. The Town reserves the right to modify the proposal process or schedule as permitted by applicable law and Town procurement procedures.

7 Evaluation and Selection

Proposals will be evaluated based upon factors including:

- Qualifications, licenses, and certifications.
- Relevant municipal and professional experience.
- Qualifications and experience of proposed personnel.
- Ability to provide and coordinate the requested Scope of Service.
- Understanding of the Town's needs.

- Proposed service approach.
- Staffing, availability, responsiveness, and ability to meet applicable statutory deadlines.
- References and past performance.
- Proposed fees and other charges.
- Overall value to the Town.

Award will not necessarily be made to the Respondent offering the lowest rates. Cost will be considered together with qualifications, experience, service capability, responsiveness, and other evaluation factors.

The Town intends to select the proposal determined to provide the best overall value to the Town.

8 Standard Procurement and Contract Provisions

Right to Reject Proposals and Award Contract

The Town reserves the right to reject any or all proposals, to waive non-substantive deficiencies or immaterial irregularities where legally permitted, and to accept the proposal determined to be in the best interests of the Town.

No contract shall be in effect until all required Town approvals have been obtained and a contract agreement has been properly executed.

The Town reserves the right to eliminate an individual service contained in the proposal when the Town determines that the service is unnecessary, may be provided by the Town or another provider, or may be performed in an alternative manner.

Proposal Costs

All costs incurred in preparing or submitting a proposal are the sole responsibility of the Respondent. The Town shall not be responsible for any costs associated with preparation or submission of a proposal.

Compliance With Applicable Law

The successful Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, codes, ordinances, licensing requirements, and Town policies applicable to the services performed.

Independent Contractor

The successful Contractor shall perform services as an independent contractor and not as an employee of the Town.

Insurance

The successful Contractor shall maintain insurance coverage meeting the Town's applicable requirements throughout the contract term and shall provide evidence of required coverage prior to commencement of services.

Provide liability insurance and name the Town as an additional insured in accordance with the Town's applicable insurance requirements.

Subcontractors

Use of qualified subcontractors or consultants shall not relieve the primary Contractor of responsibility for performance, coordination, quality, timeliness, or compliance with the contract.

Records

The Contractor shall maintain appropriate records and documentation relating to services performed under the contract and provide such records to the Town as required by the contract and applicable law.

No Guaranteed Volume

Services will be requested on an as-needed basis. Nothing in this RFP or resulting contract guarantees the Contractor a minimum amount of work, number of assignments, or dollar value of services.

Contract Funding

The Town's obligations under any resulting agreement shall be subject to the availability and lawful appropriation of funds.

Contract Terms

Final contract terms, including applicable insurance, indemnification, termination, records, confidentiality, assignment, and other contractual requirements, will be incorporated into the agreement between the Town and the successful Respondent.

Engineering SOQ Evaluation Worksheet

Town of Apple Valley | SOQ-2026-01

Use one copy per Council evaluator per firm. Evaluate qualifications using the six published criteria. Do not request, review or score fees or billing rates during qualifications ranking.

Firm: _____

Evaluator: _____ Date: _____

Issued SOQ and addenda reviewed: _____

Stage: Initial SOQ / Post-interview Interview date if applicable: _____

Conflict confirmation: I have disclosed actual, potential or apparent conflicts and can evaluate impartially. Initials: _____ Recused: Yes / No

Published criterion	Max	Initial	Final	Published evaluation focus
Understanding and service approach	20	____	____	Understanding of Town needs; usable task-order and communication model; scope, schedule, risk, document-control, and quality practices.
Key personnel and team qualifications	25	____	____	Licensure, relevant expertise, defined responsibilities, availability, team continuity, and qualifications of subconsultants.
Relevant municipal and project experience	25	____	____	Success with comparable small-municipality, water, storm drainage/flood, development-review, transportation, parks, and capital assignments.
Federal grant and loan experience	15	____	____	Demonstrated experience with federally assisted A/E work, Uniform Guidance, agency coordination, environmental and domestic-preference support, reporting, records, and audits.
Capacity responsiveness and local service	10	____	____	Workload, simultaneous-task capacity, emergency response, review turnaround, meeting availability, and practical service to Apple Valley. No geographic preference or residency requirement will be applied.
References and past performance	5	____	____	Quality, timeliness, budget control, collaboration, claims history, and client satisfaction.
Qualifications total	100	____	____	Final = after interview; mark N/A for firms not interviewed.

Score zero to each maximum. Explain scores and revisions on the next page. No separate interview points.

Initial signature: _____ Date: _____

Final signature if interviewed: _____ Date: _____

Basis: SOQ Section 7. Confirm issued criteria and addenda before use.

Evaluator Notes and Interview Record

Town of Apple Valley | SOQ-2026-01

Firm: _____ Evaluator: _____

For each criterion, identify evidence, SOQ page references, strengths and gaps. For a revised score, identify what the interview clarified and why the score changed. Strong, specific evidence earns more points; use the same standard for each firm.

Understanding and service approach Initial ____ / 20 Final ____ / 20

Evidence and reason for score or post-interview change:

_____

Key personnel and team qualifications Initial ____ / 25 Final ____ / 25

Evidence and reason for score or post-interview change:

_____

Relevant municipal and project experience Initial ____ / 25 Final ____ / 25

Evidence and reason for score or post-interview change:

_____

Federal grant and loan experience Initial ____ / 15 Final ____ / 15

Evidence and reason for score or post-interview change:

_____

Capacity responsiveness and local service Initial ____ / 10 Final ____ / 10

Evidence and reason for score or post-interview change:

_____

References and past performance Initial ____ / 5 Final ____ / 5

Evidence and reason for score or post-interview change:

_____

Questions and follow up

Submit questions through the Procurement Contact. Keep questions tied to the published criteria and do not discuss price. Attach additional dated notes or reference-check records as needed.

No change / Revised after interview Supporting records attached: Yes / No

Preserve initial scores and notes. Record authorized revisions before submitting the final recommended scores; do not overwrite the original evaluation record.

Initial Submission Review Checklist

Town of Apple Valley | SOQ-2026-01

The Procurement Contact completes this administrative review before Council scoring. Apply the issued SOQ and addenda. This checklist creates no additional points or eligibility requirements.

Firm: _____ Reviewer: _____

Review item	Check against issued requirements	Result
Receipt	Timeliness and submission method meet the issued instructions.	Pass / Follow up / Fail
Required materials	Required SOQ organization, certifications, forms and addenda acknowledgment checked.	Pass / Follow up / Fail
Minimum qualifications	Professional qualifications, proposed key personnel and licenses checked against the SOQ.	Pass / Follow up / Fail
Price separation	Confirm the SOQ contains no prohibited fees, billing rates or other price information. Refer any inclusion to the procurement official before distribution.	Pass / Follow up / Fail
Conflicts and eligibility	Form B and procurement-preparation roles reviewed; required exclusions, conflict determinations and evaluator recusals documented.	Pass / Follow up / Fail
Exceptions and responsibility	Material scope or contract exceptions and responsibility issues reviewed; verify required licenses and exclusion status before award.	Pass / Follow up / Fail

Disposition and follow up

Proceed to qualifications scoring / Hold for authorized review / Reject with basis

Reason and authority for any clarification or rejection:

_____

_____

Reviewer signature: _____ Date: _____

Minor omissions do not automatically require rejection. A clarification must not give a firm an unfair opportunity to materially rewrite its SOQ. Prior Town work with a firm is not, by itself, a conflict; disclose relationships that could affect impartiality, as Section 7.2 provides.

Master Scores and Ranking Record

Town of Apple Valley | SOQ-2026-01

Prepare an initial record for all eligible firms, then a final record for the interviewed firms. Initial scores determine the three interview invitations; final qualifications scores determine the negotiation order. No price points are added.

Aggregation method: _____ Authorized by/date: _____

Use the method established for this procurement. If none is specified, document a consistent method before scoring; averaging eligible evaluator totals is a practical option. Treat a recusal as a recusal, not zero. Preserve all individual sheets.

Initial scores for interview invitations

Firm	Evaluators counted	Initial score /100	Rank	Interview invited
_____	____	____	____	Yes / No
_____	____	____	____	Yes / No
_____	____	____	____	Yes / No
_____	____	____	____	Yes / No
_____	____	____	____	Yes / No

Top three invited: _____

If fewer than three qualify, attach the procurement official's written best-interest determination before continuing, as required by Section 7.4.

Final scores after interviews

Final rank	Firm	Final score /100	Supporting record
1	_____	____	Individual sheets and interview notes
2	_____	____	Individual sheets and interview notes
3	_____	____	Individual sheets and interview notes

Committee ranking date and meeting record: _____

Why the highest-ranked firm is most qualified under the published criteria:

_____

_____

Prepared by: _____ Verified by: _____

Negotiation and Authorization Record

Town of Apple Valley | SOQ-2026-01

Complete after final qualifications ranking. Begin with the highest-ranked firm. This record carries forward the negotiation fields in the supplied worksheet and does not add price to qualifications scoring.

Rank	Firm	Negotiation status and dates
1	_____	_____
2	_____	_____
3	_____	_____

Compensation review

Firm currently in negotiations: _____

Independent estimate required: Yes / No Basis: _____

Estimate completed before receiving fee proposal when required: date _____

Fee proposal received: _____ Negotiations began: _____

Proposed compensation / hourly schedule attached: _____

Master agreement ceiling or task-order pricing structure: _____

Basis for fair and reasonable compensation and supporting analysis:

_____

_____

Negotiation outcome

Agreement reached / Negotiations ongoing / Negotiations formally terminated

Outcome date and written record: _____

If terminated, reason and next-ranked firm authorized for negotiation: _____

_____

Do not proceed to a lower-ranked firm while negotiations with the higher-ranked firm remain open. Follow Section 7.4 and applicable law on formally ending and reopening negotiations.

Approval and contract record

Council authorization date and motion reference: _____

Authorized signer: _____ Execution date: _____

Required funding-agency review or approval documented: _____

Scope, rates, insurance and required federal terms finalized: Yes / No / Pending

Procurement official signature: _____ Date: _____

Engineering Selection in Plain Language

Town of Apple Valley | SOQ-2026-01

1 Prepare the reviewers

The Town Council serves as the evaluation committee under Section 7.2. Participating members disclose conflicts before reviewing firms; document recusals. Provide each eligible evaluator the same SOQs, addenda and instructions. The Procurement Contact handles communications.

2 Screen and independently score

The Procurement Contact checks compliance and minimum qualifications. Each Council evaluator independently grades eligible firms on the six criteria, up to 100 points, and records reasons. Keep fees and billing rates out of this stage.

3 Establish the interview shortlist

Compile initial scores under the documented aggregation method and identify the three highest-ranked eligible firms. Coordinate collective deliberations under applicable meeting requirements. If fewer than three qualify, document the Section 7.4 determination before continuing.

4 Conduct the interviews

Invite shortlisted firms with substantially equal instructions, allotted time and opportunity. Section 7.3 places interviews or presentations in a properly noticed Town Council meeting. Ask questions that clarify qualifications and the original SOQ. Do not request price or allow material proposal changes.

5 Finalize scores and rank the firms

Evaluators may revise scores based on interview clarifications using the same six criteria. Preserve the original scores and explain revisions. Complete final ranking in a properly noticed meeting, with any lawful closed deliberations handled under applicable procedures. There are no extra interview points.

6 Negotiate with the first ranked firm

After ranking, request scope and compensation from the highest-ranked firm and complete any required estimate beforehand. Negotiate fair and reasonable terms. If unsuccessful, formally end those negotiations before proceeding to the next-ranked firm. This is the negotiation order, not a price competition among all firms.

7 Authorize and execute the agreement

Obtain required Town authorization, satisfy applicable funding and contract prerequisites, and sign the agreement. The planned interview or ranking date does not guarantee that fee negotiations and contract execution will finish that day. Use task orders for individual assignments under the agreement.

Retain submissions, disclosures, individual scores, interview records, compiled rankings, the selection rationale, negotiation analysis, approvals and the executed agreement in the procurement file.

Request for Statements of Qualifications

On Call Municipal Engineering Services

Four Year Master Agreement

Procurement Information	Town Entry
Solicitation number	2026-001
Issue date	10/6/2026
Questions due	10/26/2026, 5:00PM Mountain Time
Final Addendum	11/2/2026
SOQ due	11/9/2026, 5:00PM Mountain Time
Submission method	Submit electronically or in person to the listed procurement contact
Procurement contact	Michelle Kinney Administrative Manager mkinney@applevalleyut.gov 435-877-1190
Town address	1777 North Meadowlark Drive, Apple Valley, Utah 84737

The Town seeks one qualified design professional firm to provide on-call municipal engineering services under task orders. Selection will be qualifications based. Firms must not include fees, billing rates, or other price information in their statements of qualifications.

Notice and Invitation

The Town of Apple Valley, Utah, invites qualified engineering firms to submit statements of qualifications for a four-year on-call municipal engineering services master agreement. The selected firm will support the Town's water, storm drainage, transportation, parks, land development review, capital improvement, grant, planning, reporting, emergency, and general municipal engineering needs. Work will be authorized only through written task orders and written notices to proceed as issued by the Town.

This solicitation uses qualifications-based selection for architectural and engineering professional services. The Town will evaluate qualifications without considering price, rank the three highest-scoring responsive and responsible firms, and negotiate fair and reasonable compensation with the highest-ranked firm. If negotiations are unsuccessful, the Town may terminate negotiations and proceed in order of rank.

This procurement is intended to permit use of the resulting agreement for locally funded and federally assisted assignments. Federal participation is not guaranteed. Each federally assisted task order remains subject to the specific award, agency, program, environmental, civil-rights, disadvantaged-business, domestic-preference, labor, and contract-clause requirements applicable to that assignment. If a funding agency requires a new or separate procurement, its requirement controls.

Procurement Schedule

Milestone	Date or Time
RFQ issued	10/6/2026
Deadline for written questions	10/26/2026
Final addendum anticipated	11/2/2026 (If needed)
SOQ submission deadline	11/9/2026
Evaluation period	11/9/2026 to 11/18/2026
Interviews	11/18/2026
Council authorization	11/18/2026
Agreement effective date	

Dates are subject to change by written addendum. The Town will provide a reasonable response period and public notice consistent with applicable law and funding requirements.

Solicitation Authority and Governing Standards

- Town of Apple Valley Procurement Ordinance No. O-2026-09, including formal procurement, professional services, ethics, records, protests, and the four-year maximum term.
- Utah Procurement Code, Utah Code Title 63G, Chapter 6a, including Part 15 governing design professional services and applicable notice, evaluation, negotiation, protest, and ethics provisions.
- 2 CFR Part 200, including 2 CFR 200.318 through 200.327, when federal award funds are used.
- 2 CFR Part 1500, EPA's supplement to the Uniform Guidance, and 40 CFR Part 33, EPA's disadvantaged business enterprise requirements, when applicable to an EPA-funded assignment.
- 40 U.S.C. Chapter 11 and other qualifications-based-selection requirements when applicable to the funding program.

- The applicable federal award, agency regulations and guidance, and all written conditions imposed by the federal awarding agency or pass-through entity.

The most restrictive applicable requirement controls. Respondents are responsible for reviewing all addenda. The Town may submit this solicitation, the proposed selection, the agreement, or a task order for pre-award review by a funding agency.

1 Purpose and Procurement Structure

1.1 Purpose

The Town intends to establish a single, nonexclusive master agreement with a qualified engineering firm able to provide responsive, scalable municipal engineering services. The agreement is a contracting vehicle and does not authorize work or guarantee any minimum amount. The Town may perform work with its own staff, procure specialized services separately, or use another lawful procurement method when the Town determines that doing so is necessary or advantageous.

1.2 Contract Term

The anticipated term is four years. A one year extension may be permissible if the town procurement code allows for such at the time of renewal. No task order may authorize services beyond the expiration of the master agreement. Services extending beyond that date must be separately authorized and procured as required by applicable law and Town policy.

1.3 Task Order Method

1. Town staff identifies a defined need and confirms that the assignment is within the competed scope and the firm's professional qualifications.
2. Before receiving the firm's price proposal, the Town prepares and retains an independent estimate when required by 2 CFR 200.324 or the funding agency.
3. The Town issues a written request for task-order scope, schedule, staffing, deliverables, and compensation proposal.
4. The parties negotiate fair and reasonable compensation. Prohibited cost-plus-percentage-of-cost and percentage-of-construction-cost methods will not be used.
5. The authorized Town official and firm execute a written task order identifying funding source, maximum compensation or fixed price, period of performance, required clauses, deliverables, and notice to proceed.
6. The Town monitors performance, reviews invoices against progress and deliverables, documents modifications, and closes the task order.

1.4 Limits on Scope

Qualifications-based procurement without price as a selection factor is limited under 2 CFR 200.320(b)(2)(iv) to architectural and engineering professional services. The agreement may include services customarily performed or approved by licensed engineers and services incidental to those professional services. Grant-related engineering and technical funding support are included when directly connected to an engineering assignment. This may include preliminary engineering reports, technical application materials, cost estimates, schedules, mapping, environmental documentation support, engineering progress reports, reimbursement backup, agency coordination, compliance documentation, and project closeout. Standalone grant writing, financial grant administration, lobbying, and other services that do not require or directly support engineering expertise may be procured separately when required by law or the funding agency. The Town will separately procure legal, archaeological, construction contracting, or other specialized services when they are not incidental to the engineering assignment or when a separate procurement is required. The selected firm may not compete for a later procurement whose specifications or statement of work prepared when doing so would create an unfair competitive advantage under 2 CFR 200.319(b).

2 Town Background

Apple Valley is a small municipality in Washington County, Utah, serving a geographically dispersed community and operating municipal water, streets, storm drainage, parks, planning and development-review functions. The Town requires a firm that can combine practical small-community service with the technical depth needed for infrastructure, regulatory compliance, emergency response, and state and federal funding programs. Assignments may range from brief reviews and technical memoranda to multi-year capital projects.

3 Anticipated Scope of Services

The following categories define the reasonably anticipated scope. They do not guarantee work. Every task must be authorized in writing.

3.1 General Municipal Engineering

- Serve as engineer to the Town when assigned; attend staff, Planning Commission, Town Council, public, and agency meetings as invited.
- Provide technical advice, feasibility studies, opinions of probable cost, alternatives analyses, mapping, surveying coordination, specifications, bid documents, and technical memoranda.
- Support capital improvement planning, asset management, level-of-service evaluation, standards, specifications, ordinances, policies, and development of defensible engineering records.
- Provide emergency technical support for water supply, flooding, drainage, roads, utilities, slope or geotechnical concerns, and damaged public infrastructure.

3.2 Water System Engineering

- Source, well, pump, treatment, storage, transmission, distribution, pressure, metering, telemetry, and redundancy planning and design.
- Hydraulic modeling; water master planning; water rights and source-protection technical support; capacity, condition, and vulnerability assessments.
- Regulatory coordination and reports for Utah Division of Drinking Water and other agencies; permit support; construction administration, observation, testing, startup, and record drawings.
- Rate, impact-fee-facilities-plan, capital-facilities, and asset information support within the engineer's professional role.

3.3 Storm Drainage and Flood Engineering

- Storm drainage master planning, watershed and hydrologic/hydraulic analysis, floodplain and erosion evaluation, drainage infrastructure design, mitigation alternatives, and post-event assessments.
- Review building-permit, grading, subdivision, commercial, and other development submittals for drainage, flood, grading, erosion, and Town-standard compliance; document comments and re-reviews.
- Prepare or review drainage reports, detention/retention calculations, culverts, channels, crossings, low-impact-development measures, and capital improvements.
- Coordinate, as assigned, with Washington County, Utah agencies, FEMA, BLM, NRCS, and other entities.
- Consult with the town Flood Plain Administrator as necessary.

3.4 Transportation and Public Works

- Roadway, intersection, access, right-of-way, signing, pavement, drainage, trail, and multimodal planning and design.
- Traffic and access studies; UDOT coordination; pavement-management and maintenance recommendations; construction support and inspection coordination.

3.5 Development Review and Land Use Support

- Review plats, subdivisions, site plans, improvement plans, utility studies, geotechnical and drainage reports, and cost estimates for compliance with adopted requirements.
- Participate in pre-application meetings; prepare consolidated, clear review comments; conduct re-reviews and field verification when authorized.
- Support improvement agreements, securities, acceptance, warranty inspections, and record drawing review without assuming legal or land-use approval authority.

3.6 Parks Trails and Public Facilities

- Park, trail, trailhead, civic, fire-station, and public-facility planning, site design, utilities, drainage, accessibility, cost estimating, permitting, and construction support.
- Coordinate engineering and mapping for projects involving federal or state land, including BLM processes when assigned.

3.7 Grants Loans and Funding Compliance

- Develop engineering portions of grant and loan applications, preliminary engineering reports, environmental information, maps, budgets, schedules, benefit narratives, and technical attachments.
- Support administration through technical reports, reimbursement documentation, progress reporting, change documentation, closeout, and agency coordination.
- Assist with compliance applicable to engineering work, including environmental review support, Build America Buy America technical documentation, Davis-Bacon technical coordination when applicable, and funding-agency design and procurement requirements. The firm shall not perform prohibited lobbying.
- When assigned under a project task order, prepare and coordinate the EPA-required Quality Assurance Project Plan (QAPP) for environmental information activities. Obtain technical methods and quality-control information from the geophysical consultant and other project participants; coordinate review with the Town and EPA; revise the QAPP in response to EPA comments; and assist the Town in obtaining EPA approval before covered environmental information activities begin.

3.8 Planning Studies and Reports

- Prepare or update master plans, capital facilities plans, impact fee facilities plans and engineering inputs, water conservation and emergency response technical materials, asset-management plans, risk and resilience evaluations, and regulatory reports.
- Collect, validate, analyze, map, and present infrastructure data; provide editable source files and accessible final reports.

3.9 Design Bidding and Construction Phase Services

- Surveying and subsurface investigation coordination; concept through final design; permits; plans, specifications, estimates, and engineer's reports.
- Bid-phase support, addenda, pre-bid meetings, bid evaluation, and award recommendation.
- Construction administration, submittal and RFI review, change analysis, observation, pay-application review, substantial/final completion, record documents, and warranty support. Construction procurement is separate from this agreement.

3.10 Specialized Services

- Civil, water resources, environmental, structural, geotechnical, electrical, mechanical, controls, surveying, landscape architecture, and other licensed or incidental disciplines through qualified staff or disclosed subconsultants.

- Cultural-resource and archaeological coordination, records review, field surveys, consultation support and documentation required for compliance with Section 106 of the National Historic Preservation Act or other environmental-review requirements, when incidental to and directly associated with an authorized engineering project. These services may be performed through qualified personnel or a Town-approved archaeological subconsultant. Standalone archaeological investigations, or archaeological services outside the competed engineering scope, may be separately procured.
- Public engagement graphics, exhibits, and technical presentations when directly connected to an engineering assignment.

4 Minimum Qualifications and Responsibility

A respondent must demonstrate, and maintain throughout the agreement, the following:

- Legal authority to conduct business in Utah and good standing as applicable.
- A proposed principal engineer licensed, as a Utah Professional Engineer; all professional work sealed as required by Utah law.
- Relevant municipal experience and sufficient personnel, subconsultants, systems, financial resources, and availability to perform successfully.
- Ability to obtain and maintain insurance stated in the agreement.
- No exclusion or disqualification from federal awards. The Town will verify the selected firm and applicable principals in SAM.gov before federally funded awards and as required thereafter.
- Compliance with federal, state, and local ethics and conflict requirements and disclosure of actual or potential organizational conflicts.
- Capacity to provide accessible electronic records, preserve records, and cooperate with audit and funding-agency review.
- For federally assisted assignments, willingness and capacity to comply with award-specific requirements and flow them down to applicable subcontracts.

The Town may request evidence of any qualification and may find a firm nonresponsible based on integrity, public-policy compliance, employee classification, past performance, financial or technical resources, material misrepresentation, or inability to meet contract requirements.

5 SOQ Content and Organization

Submit one searchable PDF organized in the order shown below. The body of the SOQ should not exceed 25 single-sided pages, excluding the cover, one-page transmittal, section dividers, resumes, required submission forms, and insurance evidence. Use readable type no smaller than 10 point. Do not include fees, hourly rates, multipliers,

markups, or other price information. Complete and submit Forms A through G at the end of this solicitation. For a conditional certification that does not apply, mark the form not applicable and explain briefly. Do not include current or proposed fees, rates, or other price information in any form.

Minor organizational or formatting deviations may be waived when they do not affect the substance of the SOQ, provide an unfair advantage, or prevent fair evaluation.

Section	Required Content
1- Cover and transmittal	Solicitation title and number; firm legal name; address; contact; authorized signature; acknowledgment of addenda; statement that the SOQ remains valid for 120 days.
2- Executive summary	Understanding of the Town, service model, principal commitments, and distinguishing qualifications.
3- Firm and team	Legal structure, office locations, years in business, organizational chart, principal engineer, project manager, discipline leads, resumes, licenses, and each person's role and availability.
4- Relevant experience	Up to eight projects emphasizing small municipalities, water, drainage/flood, development review, grants, federally assisted work, and on-call contracts. Identify client, dates, role, budget or scale, funding, key staff, outcome, and reference.
5- Technical approach	Approach to task initiation, scope control, quality management, cost estimating, schedules, permitting, stakeholder coordination, grant compliance, document control, construction support, emergencies, and closeout.
6- Capacity and responsiveness	Current workload; local response plan; expected response times; continuity; ability to handle concurrent assignments; proposed meeting and review practices.
7- Federal and grant experience	Experience with 2 CFR Part 200, agency review, environmental compliance support, BABA, Davis-Bacon coordination, DBE or small-business outreach, reimbursement documentation, and audits.
8 Subconsultants	Each proposed subconsultant, discipline, qualifications, key personnel, and prior working relationship. Identify small, minority, women's, veteran-owned, and labor-surplus-area firms when known.
9 Performance and claims	Material contract terminations, defaults, claims, professional disciplinary actions, and litigation during the prior five years, with disposition; or state none.
10 Required Submission Forms	Complete and submit Forms A through G included at the end of this SOQ: respondent certification and addenda acknowledgment; conflict disclosure; debarment and responsibility certification; lobbying certification (mark not applicable if its threshold is not met); noncollusion certification; EPA DBE and subconsultant information; and reference information. State none where a disclosure or proposed subconsultant does not exist. Do not include current or proposed price information. Additional award-specific certifications may be requested at contract execution or with a federally assisted task order.
11 Exceptions	Specific exceptions to the proposed terms. Silence means acceptance, subject to negotiation. Do not include price information.

6 Submission and Communications

- Submit by the exact deadline and method on the cover. Late submissions may be rejected as provided by law.
- Direct all procurement communications to the Procurement Contact. Respondents may not seek information or influence from evaluators, elected officials, employees, or consultants concerning this selection outside the stated process.
- Questions must be written. Only written addenda modify this solicitation. Oral interpretations are not binding.
- Respondents must acknowledge all addenda in Form A.
- Respondents bear all preparation and delivery costs. Submissions become Town records subject to applicable law.

7 Evaluation and Selection

7.1 Compliance Review

The Procurement Contact will review timely submissions for responsiveness and minimum qualifications. The Town may waive minor informalities when lawful, seek clarifications that do not give an unfair advantage, or reject a submission that is non-responsive or from a non-responsible firm. Before scoring, the Town will review Form B disclosures, document any conflict or competitive-advantage determination, and exclude a respondent when required by applicable procurement law.

7.2 Evaluation Committee

The Town Council shall serve as the evaluation committee for this procurement. Before receiving statements of qualifications, each participating member shall disclose any actual, potential, or apparent conflict of interest and certify that the member can evaluate the responding firms fairly and impartially.

A member's prior or current professional interaction with a responding firm on behalf of the Town shall not, by itself, constitute a conflict of interest. However, each member shall disclose any personal, financial, family, employment, or other relationship that could affect or reasonably appear to affect the member's impartiality.

Committee members shall evaluate statements of qualifications using only the criteria published in this solicitation and shall not communicate with responding firms outside the official procurement process.

The committee will use only the criteria stated below. Evaluators will score independently before deliberation. The Town will preserve individual scores, consensus or final scores, rankings, recusals, notes required for the procurement record, and the selection determination.

Criterion	Points	What the Committee Will Evaluate
Understanding and service approach	20	Understanding of Town needs; usable task-order and communication model; scope, schedule, risk, document-control, and quality practices.
Key personnel and team qualifications	25	Licensure, relevant expertise, defined responsibilities, availability, team continuity, and qualifications of subconsultants.
Relevant municipal and project experience	25	Success with comparable small-municipality, water, storm drainage/flood, development-review, transportation, parks, and capital assignments.
Federal grant and loan experience	15	Demonstrated experience with federally assisted A/E work, Uniform Guidance, agency coordination, environmental and domestic-preference support, reporting, records, and audits.
Capacity responsiveness and local service	10	Workload, simultaneous-task capacity, emergency response, review turnaround, meeting availability, and practical service to Apple Valley. No geographic preference or residency requirement will be applied.
References and past performance	5	Quality, timeliness, budget control, collaboration, claims history, and client satisfaction.
Total	100	Price is not requested and will not be considered in ranking.

7.3 Interviews and Reference Checks

Initial SOQ scores will determine the three firms invited to interview. Following the interviews, evaluators may revise their scores using only the evaluation criteria published in this solicitation and information that explains or clarifies the firm's original SOQs. Interview responses may not include price information or materially alter the original submission. The resulting final scores will determine the ranking used for negotiations.

The Town Council, acting as the evaluation committee, will invite the three highest-ranked firms to participate in interviews or presentations during a properly noticed Town Council meeting. All firms invited to interview will receive substantially the same instructions, allotted time, and opportunity to respond to questions.

Interviews will be conducted using the evaluation criteria published in this solicitation. The Town will provide participating firms with notice of the meeting date, time, location, format, presentation requirements, and any additional instructions. The Town Council may deliberate and rank firms during the same or a subsequent properly noticed meeting, consistent with applicable procurement and open-meeting requirements.

7.4 Ranking and Negotiation

7. The committee will rank the three highest-scoring responsive and responsible firms in order. If fewer than three qualify, the procurement official will make the written best-interest determination required by Utah law before continuing.
8. After ranking, the Town will request a detailed scope and fee proposal from the highest-ranked firm and prepare any required independent cost estimate before receiving that proposal.
9. The Town will negotiate scope, deliverables, contract terms, hourly-rate schedule or other compensation, overhead and profit as appropriate, and fair and reasonable compensation. The Town may request cost or pricing support and conduct an analysis appropriate to the contract.
10. If the Town cannot reach a satisfactory agreement with the highest-ranked firm at fair and reasonable compensation, it will formally terminate negotiations and negotiate with the next-ranked firm. The Town will not reopen negotiations with a firm whose negotiations were terminated unless permitted by law.

11. Final selection and contract authorization are subject to Town approval authority, funding, required agency concurrence, and successful contract execution.

7.5 No Price in SOQ

Any price, fee schedule, hourly rate, multiplier, markup, or other compensation information in an SOQ may be removed from consideration or may render the SOQ nonresponsive. General project budgets included solely to describe relevant experience are permitted when clearly identified as historical project information.

8 Reservation of Rights

- Reject any or all SOQs; cancel, delay, amend, or reissue the solicitation; or determine that no award is in the Town's interest.
- Investigate qualifications and responsibility; request clarifications; verify references; correct arithmetic or clerical errors in Town scoring records; and waive minor informalities when lawful.
- Select no firm, one firm, or conduct a new procurement. The Town presently anticipates one award.
- Require funding-agency review or approval and modify the procurement or agreement to comply with controlling award conditions.
- Negotiate any lawful agreement term after ranking without changing the competed nature or material scope of the procurement.
- Procure separately any service outside the competed scope, any construction, or any assignment for which law or a funding agency requires a separate selection.

9 Proposed Master Agreement Terms

The following material terms will be incorporated into the negotiated agreement. Submission constitutes willingness to negotiate on this basis. The final agreement, task order, applicable funding addendum, solicitation, addenda, and selected SOQ will establish the parties' obligations in the order of precedence stated in the agreement.

9.1 Relationship and Authority

- The engineer is an independent contractor and has no authority to bind the Town.
- Only an authorized written task order and written notice to proceed authorize compensable work. Verbal requests do not modify scope or compensation.
- The engineer is responsible for the professional quality, technical accuracy, coordination, and timely completion of its work and that of its subconsultants.
- Town review, approval, payment, or use does not relieve the engineer of professional responsibility.
- The engineer shall perform consistent with the professional skill and care ordinarily provided by similarly situated licensed professionals under similar circumstances. No warranty exceeding the professional standard of care is created.

9.2 Compensation and Invoicing

- Compensation will be established after selection and may use lump sum, fixed hourly rates with a not-to-exceed ceiling, unit prices, or another lawful method. Cost plus a percentage of cost and percentage of construction cost are prohibited for federally funded work.
- Rates and reimbursable-expense rules will be stated in the agreement and may be adjusted only by written amendment. Renewal does not automatically increase rates.
- Each invoice must identify task order, funding source if assigned, personnel, dates, hours, rates, expenses, percent complete, deliverables, and remaining budget. Unsupported or unallowable charges may be withheld.
- The engineer may not exceed a task-order ceiling without prior written amendment executed by an authorized Town representative.

9.3 Key Personnel and Subcontracts

- Key personnel may not be replaced without prior written Town approval, except for circumstances beyond the firm's control. Replacements must have equal or better qualifications.
- No subcontract relieves the engineer of responsibility. The engineer must obtain Town approval for material subconsultants and include all applicable federal and contract requirements in subcontracts.
- For assignments funded by EPA, the engineer shall comply with applicable 40 CFR Part 33 requirements and assist the Town with the required good-faith efforts and documentation for disadvantaged business enterprise participation.

9.4 Records Audit and Ownership

- Maintain complete project, cost, procurement-support, design, calculation, correspondence, and subcontract records for the longer of the period required by Utah retention schedules, 2 CFR 200.334, the award, or resolution of any audit, claim, or litigation.
- Permit the Town, federal awarding agency, pass-through entity, Inspectors General, Comptroller General, and authorized representatives access to pertinent records and personnel as required by law or award.
- Upon payment, the Town will receive rights to use final instruments of service for the intended project and public purposes. The final agreement will address ownership of native files, models, GIS data, calculations, record drawings, and reuse risk.
- Deliver records in accessible, nonproprietary formats where practicable and identify any licensed third-party data restrictions before use.

9.5 Insurance and Indemnification

The final agreement will require insurance appropriate to the work, anticipated to include commercial general liability, automobile liability, workers' compensation, employer's liability, and professional liability. Limits, additional-insured status where applicable, notice, deductibles, and duration of completed-operations or professional coverage will be negotiated and reviewed by the Town. Indemnification will comply with Utah law and will not waive protections or limitations available to the Town under the Utah Governmental Immunity Act.

9.6 Changes Suspension and Termination

- Only a written amendment or task-order modification signed by authorized representatives changes scope, schedule, compensation, or funding clauses.
- The Town may suspend work by written notice and will address protection of completed work and reasonable demobilization.
- The agreement and each task order will permit termination for cause and for the Town's convenience, including manner of termination and settlement. Federal clauses apply at their stated thresholds.
- The Town may decline renewal or terminate for loss of funding or appropriation, subject to payment for accepted authorized work and lawful closeout costs.

9.7 Compliance

The engineer shall comply with applicable licensing, safety, employment, nondiscrimination, records, environmental, procurement, grant, and professional-practice laws. The agreement will not require the engineer to certify facts outside its knowledge or professional role. Award-specific requirements will be added to each federally assisted task order before work begins.

10 Federal Procurement and Contract Requirements

10.1 Uniform Guidance Controls

For work charged in whole or in part to a federal award, the Town and engineer will comply with 2 CFR Part 200 and the award. The following controls apply to this selection and subsequent federally assisted task orders:

- Full and open competition; no unreasonable qualification requirement, prohibited geographic preference, organizational conflict, retainer-based restriction on competition, or arbitrary action.
- Exclude a contractor that developed or drafted specifications, requirements, a statement of work, or solicitation language for this procurement from competing in this procurement, as required by 2 CFR 200.319(b).
- Award only to a responsible firm and verification of SAM.gov exclusions as required.
- Procurement file documenting method, contract type, notice, questions and addenda, responses, responsiveness, responsibility, conflicts, evaluations, ranking, selection or rejection, independent estimate when required, negotiation, and basis for price.
- Cost or price analysis and an independent estimate before proposals for transactions and modifications above the applicable simplified acquisition threshold.
- High oversight and a ceiling price for any time-and-materials arrangement, together with a written determination that no other contract type is suitable.
- Consideration and solicitation of small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor-surplus-area firms through the affirmative steps in 2 CFR 200.321.
- Domestic preferences under 2 CFR 200.322 and Build America Buy America under 2 CFR Part 184 when applicable to infrastructure projects.
- Recovered-material requirements under 2 CFR 200.323 when applicable.
- Funding-agency pre-procurement review when requested or required by 2 CFR 200.325 or the award.
- All applicable Appendix II contract clauses and agency-specific terms included in the agreement, task order, or federal addendum.

10.2 Applicability Matrix for Federal Clauses

This matrix is an administrative summary and does not replace the complete text of any required federal or award-specific contract provision. Applicable provisions will be incorporated into the master agreement, federally assisted task order, grant-specific addendum, or subcontract as appropriate.

Requirement	Typical Trigger	Implementation
Remedies for breach	Contract above the applicable simplified acquisition threshold	Agreement or task order states remedies, sanctions, and dispute process.
Termination for cause and convenience	Contracts above $10,000	Agreement and task orders include manner and basis for settlement.
Equal employment opportunity	Federally assisted construction contract, as applicable	Insert required 41 CFR 60-1.4(b) clause when triggered; engineering-only work may not itself be construction.
Davis-Bacon and Copeland	Only when federal program legislation requires; generally construction contracts above $2,000	Apply to the separate construction contract when triggered; engineering firm supports but does not replace Town labor-compliance duties.
Contract Work Hours and	Applicable contracts above	Insert required terms when the contracted work triggers

Safety Standards	$100,000 involving mechanics or laborers	the statute.
Rights to inventions	Funding agreement involving experimental, developmental, or research work with qualifying entity	Insert 37 CFR Part 401 requirements when applicable.
Clean Air and Federal Water Pollution Control Acts	Contracts and subgrants above $150,000	Include compliance and violation-reporting provision.
Debarment and suspension	Covered transactions	Verify exclusions and include lower-tier compliance.
Byrd Anti-Lobbying Amendment	Federally assisted contract or task order exceeding $100,000, when applicable.	Obtain signed certification; obtain and forward disclosures when applicable.
Recovered materials	2 CFR 200.323 threshold and designated items	Include procurement and flow-down duties when applicable.
Telecommunications and video surveillance prohibition	All applicable federal award expenditures	Prohibit covered equipment and services under 2 CFR 200.216.
Domestic preference and BABA	Federal procurement or infrastructure award, as applicable	Include 2 CFR 200.322 and 2 CFR Part 184 requirements and award-specific waiver/documentation process.
American Iron and Steel (AIS)	EPA-Assisted infrastructure when Iron or steel products are permanently incorporated and the award requires AIS.	Identify covered products in plan and specifications, review certifications, maintain documentation, and assist with waiver requests. Applies to incorporated project materials, not temporary tools or equipment.
EPA DBE Requirements	EPA-Funded contracts and applicable subcontracts	Comply with applicable 40 CFR Part 33 Requirements and document required good-faith outreach. Current reporting and fair-share requirements will follow the award and EPA's written direction.
Quality Assurance Project Plan	Environmental information requiring an EPA- approved QAPP	Prepare, coordinate, revise, and submit or assist with the QAPP and coordinate EPA review, using technical input from the geophysical consultant. Data collection only after required approval.

10.3 Grant Specific Task Order Addendum

Before authorizing engineering services funded as a whole or in part by a federal award, the Town shall prepare a Grant-Specific Task Order Addendum and attach it to the applicable task order. The addendum shall identify the federal award, Assistance Listing number, federal awarding agency or pass-through entity, project number, approved period of performance, funding amount, and applicable award requirements.

The addendum shall incorporate all requirements applicable to the authorized services, including required federal contract provisions, funding-agency approvals or procurement concurrence, reporting requirements, environmental and cultural-resource limitations, disadvantaged business enterprise requirements, domestic-preference requirements, labor standards, audit and records-access requirements, and records-retention periods.

The task order, Grant-Specific Task Order Addendum, and any required funding-agency approval shall be executed or obtained before the Town issues a notice to proceed. The selected engineering firm shall not begin federally funded work or incur costs intended for reimbursement until it receives the Town's written notice to proceed.

11 Protests

A protest must be submitted in writing to the Procurement Contact within the time and in the manner required by the Utah Procurement Code and the Town's adopted procedures. The protest must identify the procurement, protester, factual and legal grounds, supporting documents, and requested relief. Filing a protest does not automatically stay action unless required by law or ordered by the authorized official. Appeals will be handled under controlling law. Respondents are responsible for consulting the current statutory deadlines; this summary does not enlarge them.

12 Advertisement and Public Notice

This notice shall be posted and advertised as follows;

1. Town Website
2. Utah Public Notice Website
3. Direct Solicitation
4. Utah Procurement Website (UP3)

The Town may use the following notice, supplemented as required by Utah law or the funding agency:

The Town of Apple Valley invites statements of qualifications from licensed engineering firms for a four-year on-call municipal engineering services master agreement covering water, storm drainage and flood review, development review, transportation, parks and trails, capital projects, grants and loans, planning, reports, design, bidding, construction-phase services, and other municipal engineering needs. Selection will be based on qualifications; do not submit price information.

The complete RFQ, submission instructions, evaluation criteria, deadlines, and addenda are available at applevalleyut.gov.

SOQs are due 11/9/2026 by 5:00PM Mountain Time. Accepted by email at mkinney@applevalleyut.gov and in person to ATTN: Michelle Kinney Town of Apple Valley 1777 N Meadowlark Dr. Apple Valley UT, 84737. Questions are due 10/26/2026 to Michelle Kinney at mkinney@applevalleyut.gov.

The Town reserves rights stated in the RFQ and encourages participation by qualified small, minority, women's, veteran-owned, and labor-surplus-area firms.

13 Equal Employment Opportunity and Nondiscrimination

The selected firm and any applicable subcontractors shall comply with all applicable federal equal employment opportunities and nondiscrimination requirements associated with the EPA financial assistance award. Applicable requirements shall be incorporated into the resulting contract and any covered subcontracts.

Form A Respondent Certification and Addenda Acknowledgment

Field	Response
Legal firm name	
Entity type and state	
Utah registration and professional licenses	
SAM Unique Entity ID, if available	
Principal office	
SOQ contact	
Phone and email	
Addenda acknowledged by number and date	
SOQ PDF filename	
Authorized signer name and title	
Signature and date	

The signer certifies that the SOQ is accurate, independently prepared, valid for 120 days, submitted without collusion or improper influence, and signed by an authorized representative. The respondent has disclosed material conflicts and exceptions and understands that price information must not be included in the SOQ.

Form B Conflict and Organizational Independence Disclosure

Answer every question and explain each "yes" response. Disclosure does not, by itself, determine eligibility. The Town will review the facts, document its determination, and address any conflict or unfair competitive advantage before evaluating the SOQ. A contractor that developed or drafted specifications, requirements, a statement of work, or solicitation language for this procurement will be excluded from competing as required by 2 CFR 200.319(b). The respondent must promptly update its disclosure if circumstances change.

Question	Yes or No	Explanation and Mitigation
Relationship with a Town officer, employee, agent, or known evaluator?		
Did your firm, any proposed subconsultant, or any affiliated person or entity develop or draft specifications, requirements, a scope or statement of work, or solicitation language for this engineering SOQ? If yes, identify the person, the work performed, when it occurred, and the materials provided to the Town.		
Financial relationship with a developer, contractor, equipment supplier, landowner, or other vendor that could affect engineering recommendations?		
Representation of a private client whose interests could conflict with the Town on an assignment?		
Other condition that could impair objectivity or create an unfair advantage?		

Firm: _____ Authorized signature: _____

Date: _____

Form C Debarment Suspension and Responsibility Certification

The respondent certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions and will promptly disclose any change. The respondent will verify lower-tier eligibility as required. Disclose relevant convictions, civil judgments, indictments, professional discipline, defaults, terminations, or material claims during the prior five years below. The Town may verify SAM.gov and other responsibility information.

Exceptions or disclosures (state none if there are none):

_____

_____

Firm: _____ Authorized signature: _____

Date: _____

Form D Certification Regarding Lobbying

For a covered contract exceeding $100,000, the undersigned certifies that no federal appropriated funds have been paid or will be paid for influencing or attempting to influence federal officers, employees, or Members of Congress in connection with a covered federal award. If nonfederal funds have been or will be used for covered lobbying, the respondent will submit Standard Form LLL as required and obtain required lower-tier certifications and disclosures. This certification is a material representation of fact.

Applicability: ☐ Certification applies ☐ Not applicable because the covered threshold is not met

Firm: _____ Authorized signature: _____

Date: _____

Form E Noncollusion Certification

The respondent certifies that its SOQ was developed independently and without collusion, an agreement to restrict competition, improper communication, inducement of another firm to submit or not submit, or a promise of an improper benefit to any Town officer, employee, or agent.

Firm: _____ Authorized signature: _____

Date: _____

Form F EPA DBE and Subconsultant Information

Identify proposed subconsultants, including firms whose roles are contingent on a later task order. If none are proposed, enter none. Status claims should be identified as known or subject to verification.

Firm or Subconsultant	Contact and Address	Proposed Discipline or Scope	MBE WBE or Other Status	Outreach Record

The prime respondent agrees to comply with applicable 40 CFR Part 33 requirements, provide required bidder-list and reporting information, pay subconsultants as required, notify the Town before convenience termination of a DBE subconsultant, and use the six good-faith efforts for subcontracts and replacements when applicable.

Firm: _____ Authorized signature: _____

Date: _____

Form G Reference Information

Provide three client references for comparable municipal engineering assignments. References may also appear in the experience section. Historical project budgets may be stated as past-project context; do not provide proposed prices or billing rates.

Reference 1

Field	Response
Client and agency	
Contact name and title	
Phone and email	
Services and dates	
Key proposed personnel involved	
Federal or state funding if applicable	
Outcome and Town-relevant scope	

Reference 2

Field	Response
Client and agency	
Contact name and title	
Phone and email	
Services and dates	
Key proposed personnel involved	
Federal or state funding if applicable	
Outcome and Town-relevant scope	

Reference 3

Field	Response
Client and agency	
Contact name and title	
Phone and email	
Services and dates	
Key proposed personnel involved	
Federal or state funding if applicable	
Outcome and Town-relevant scope	

Geophysical Proposal Grading Sheet

Town of Apple Valley | RFP-2026-03

Use one copy per evaluator per firm. Score only the five published technical criteria. Price is calculated separately after technical scoring.

Firm: _____

Evaluator: _____ Date: _____

Stage: Initial / After authorized clarification or interview Version: _____

Conflict disclosure: I have disclosed actual, potential or apparent conflicts and can evaluate impartially. If recused, do not score. Initials: _____

Published criterion	Max	Score	What the RFP asks reviewers to consider
Technical approach and methodology	30	____	Scientific suitability; depth and resolution; QA/QC; integration; alternatives; limitations; reproducibility; target ranking.
Team qualifications and experience	20	____	Relevant geophysics and hydrogeology; key-person roles; licenses; comparable geology and well-siting work.
Project understanding and risk management	15	____	Town need; uncertainty; access; environmental constraints; cultural noise; safety; grant and stakeholder coordination.
Work plan schedule and capacity	10	____	Logical tasks; availability; field readiness; deliverable schedule; critical path and contingency planning.
Relevant performance and references	10	____	Comparable outcomes; quality; timeliness; budget control; defensibility; claims; client feedback.
Technical total	85	____	Add the five technical scores. Do not include price here.

Enter points directly, from zero to the stated maximum. Do not score out of five and then add those numbers. Explain the evidence behind each score on the next page.

Evaluator signature: _____ Date: _____

Basis: reviewed RFP Sections 8.1–8.5 and Form H. Confirm against the issued RFP and all addenda before use. This packet does not change the solicitation.

Evaluator Notes and Instructions

Town of Apple Valley | RFP-2026-03

Firm: _____ Evaluator: _____

Use the same standard for every firm. Strong, specific and well-supported responses earn more points; vague responses, gaps and unsupported claims earn fewer. Do not add hidden criteria, subweights or a new passing score.

Technical approach and methodology Score ____ / 30

Evidence, proposal page and reason for score:

_____

Team qualifications and experience Score ____ / 20

Evidence, proposal page and reason for score:

_____

Project understanding and risk management Score ____ / 15

Evidence, proposal page and reason for score:

_____

Work plan schedule and capacity Score ____ / 10

Evidence, proposal page and reason for score:

_____

Relevant performance and references Score ____ / 10

Evidence, proposal page and reason for score:

_____

Clarifications and follow up

Identify missing information or questions for the procurement lead. Reviewers must not contact firms individually.

_____

If a score changes after authorized discussions, preserve the original sheet and record the revised score, date and reason. Reference checks should use consistent questions and feed the published performance criterion.

Initial Review Checklist

Town of Apple Valley | RFP-2026-03

Procurement lead completes before scoring. This is an administrative screening record, not an additional points category. Apply the issued RFP, addenda and Town procedures; document any rejection or lawful clarification.

Firm: _____ Reviewer: _____

Review item	Check against issued requirements	Result
Receipt	Received by the published deadline and prescribed method.	Pass / Follow up / Fail
Proposal format	Technical and separate cost files, required content and addenda acknowledgment checked.	Pass / Follow up / Fail
Required forms	Required certifications, disclosures and reference information checked; apply any conditional requirements.	Pass / Follow up / Fail
Minimum qualifications	Experience, proposed personnel, licenses for regulated work and capacity checked against Section 6 and official Q&A.	Pass / Follow up / Fail
Conflicts and preparation roles	Form B reviewed; solicitation-drafting exclusion and other conflict determinations documented.	Pass / Follow up / Fail
Material exceptions	Scope exclusions, contract exceptions and missing mandatory services assessed.	Pass / Follow up / Fail
Responsibility	Integrity, performance and available resources checked; SAM exclusion and required license verification completed before award.	Pass / Follow up / Fail

Disposition

Proceed to technical scoring / Hold for authorized review / Reject with documented basis

Reason and authority for clarification or rejection:

_____

_____

Reviewer signature: _____ Date: _____

A minor omission is not automatically a material failure. Do not allow a clarification to become a private opportunity to substantially rewrite a proposal. Refer uncertain decisions to the procurement official and counsel.

Master Ranking and Price Record

Town of Apple Valley | RFP-2026-03

Complete after technical scoring. If not already specified, document a consistent aggregation method before evaluation. Recommended: average the eligible evaluators' technical totals for each firm, then add the price score once. A recusal is not a zero.

Issued RFP date/version: _____ Addenda: _____

Evaluation method confirmed by: _____ Date: _____

Price formula under Section 8.3 unless changed by a timely addendum:

Price points = (lowest responsive evaluated price ÷ firm's evaluated price) × 15

Use consistent rounding, retain unrounded calculations for ranking, and document the evaluated-price basis. A price comparison does not replace required price-reasonableness analysis.

Firm	Average technical /85	Evaluated price	Price points /15	Total /100	Rank
_____	____	$_____	____	____	____
_____	____	$_____	____	____	____
_____	____	$_____	____	____	____
_____	____	$_____	____	____	____
_____	____	$_____	____	____	____

Example only

Firm	Technical	Price	Price points	Total
A	70 / 85	$60,000	15.00	85.00
B	76 / 85	$75,000	12.00	88.00

B ranks higher in this example because its stronger technical score outweighs the three-point price difference. The lowest price does not automatically win.

Scope and price comparison

For each firm, record desktop review, field-survey extent, methods, mobilizations, QAPP support, deliverables, exclusions and optional work. Use the orange-outline map and officially published Q&A consistently. Do not invent added quantities, price penalties or new evaluation assumptions after proposals are received. Refer material scope differences to the procurement lead for a lawful, evenhanded resolution.

Evaluated-price basis / authorized adjustments: attach documentation.

Prepared by: _____ Checked by: _____ Date: _____

Selection Process in Plain Language

Town of Apple Valley | RFP-2026-03

1 Confirm the rules and reviewers

Use the actual issued RFP and all addenda. Confirm evaluator appointments, conflicts, approval authority, scoring procedure and any applicable meeting requirements. A practical panel is three impartial reviewers, including qualified geophysical or hydrogeological expertise. That panel size is a recommendation, not a requirement added by this sheet. Keep pricing from technical reviewers until technical scoring is complete.

2 Check whether each proposal qualifies

The procurement lead checks the deadline, required materials, qualifications, conflicts and material exceptions. Record why a proposal can proceed or why it cannot. Reviewers do not invent new eligibility requirements.

3 Read and score the technical proposals

Each reviewer independently scores each eligible firm using the same five criteria, up to 85 points. Write short reasons with proposal page references. Judge the proposed people, methods, coverage and usable results; a promise of finding water is not proof of quality.

4 Resolve questions consistently

The panel may discuss evidence and identify needed clarifications. The RFP permits interviews and discussions but does not require interviewing three firms. If used, follow a documented, fair process, evaluate under the existing criteria and preserve changes. Do not create separate interview bonus points or allow private proposal revisions.

5 Calculate price and rank the firms

Average eligible technical scores if that is the adopted method. The procurement lead opens the cost proposals, checks included scope and calculates up to 15 price points using the disclosed formula. Add the two scores for a total out of 100. Escalate ties under the applicable procedure; do not invent a tie-breaking preference.

6 Write the recommendation and obtain approval

Document which responsible firm offers the best value under the published factors, why its price is reasonable, and any scope or performance concerns. Obtain required Town authorization and follow applicable notice, protest and contract procedures. Explain any departure from the calculated ranking; a preference alone is not a sufficient reason.

7 Sign the agreement before work begins

Finalize the competed scope, price ceiling, schedule, insurance and federal clauses. EPA recommends draft contract and price-analysis review before signing and requires executed grant-funded contracts for review per its written comments. Issue the Town notice to proceed after applicable prerequisites; covered environmental information activities require the applicable EPA-approved QAPP.

Keep the proposals, receipt log, disclosures, original and revised grading sheets, reference checks, communications, price calculations, recommendation, approvals and contract in the procurement file.

Town of Apple Valley

RFP-2026-03 Geophysical Survey

UP3 RA27-122 Town of Apple Valley- Geophysical Survey and Subsurface Mapping

Questions and Answers:

Question 1:

Section 4 (Final Technical Report, "sealed or certified when required by applicable professional law"), Section 4.1 (Standard of Performance), and Section 6 (Minimum Qualifications, "appropriate Utah professional licenses for any regulated practice") refer to professional licensure but do not name a specific license.

1. If the Town requires any deliverable to be sealed by a Utah-licensed Professional Geologist (PG), must that PG be named in the proposal?

2. If a PG seal is required, would the Town accept a seal from a Professional Geologist licensed in another state, or must the PG hold an active Utah license?

Answer 1:

The RFP allows respondents to propose different geophysical methods. Accordingly, the applicable professional licensing and sealing requirements will depend on the proposed services and deliverables.

Please identify in your proposal the professional responsible for any regulated work, including their role, qualifications, licensing jurisdiction and license number. If your approach requires a Professional Geologist to prepare or seal a deliverable, that individual should be named in the proposal.

Where Utah law requires licensure, the responsible professional must hold the appropriate active Utah license. A professional licensed in another state may obtain Utah licensure through endorsement, if eligible; an out-of-state license or seal alone does not substitute for a required Utah license or seal.

Field personnel may perform work under the responsible professional’s supervision to the extent permitted by Utah law; each field employee is not necessarily required to hold an individual professional license.

Question #2

We are preparing a proposal for the Town's geophysical survey and subsurface mapping project. The RFP identifies the preliminary area of interest as northeastern Apple Valley, but it does not include a site/plan map, coordinates, or a geographic boundary.

Could you please provide any preliminary area-of-interest map, parcel or site plan, coordinates, KML/KMZ file, or mapping link available for proposal development? If the final limits will remain undetermined until after award, please confirm the geographic or survey-coverage assumptions respondents should use so pricing can be compared on a consistent basis.

Answer #2

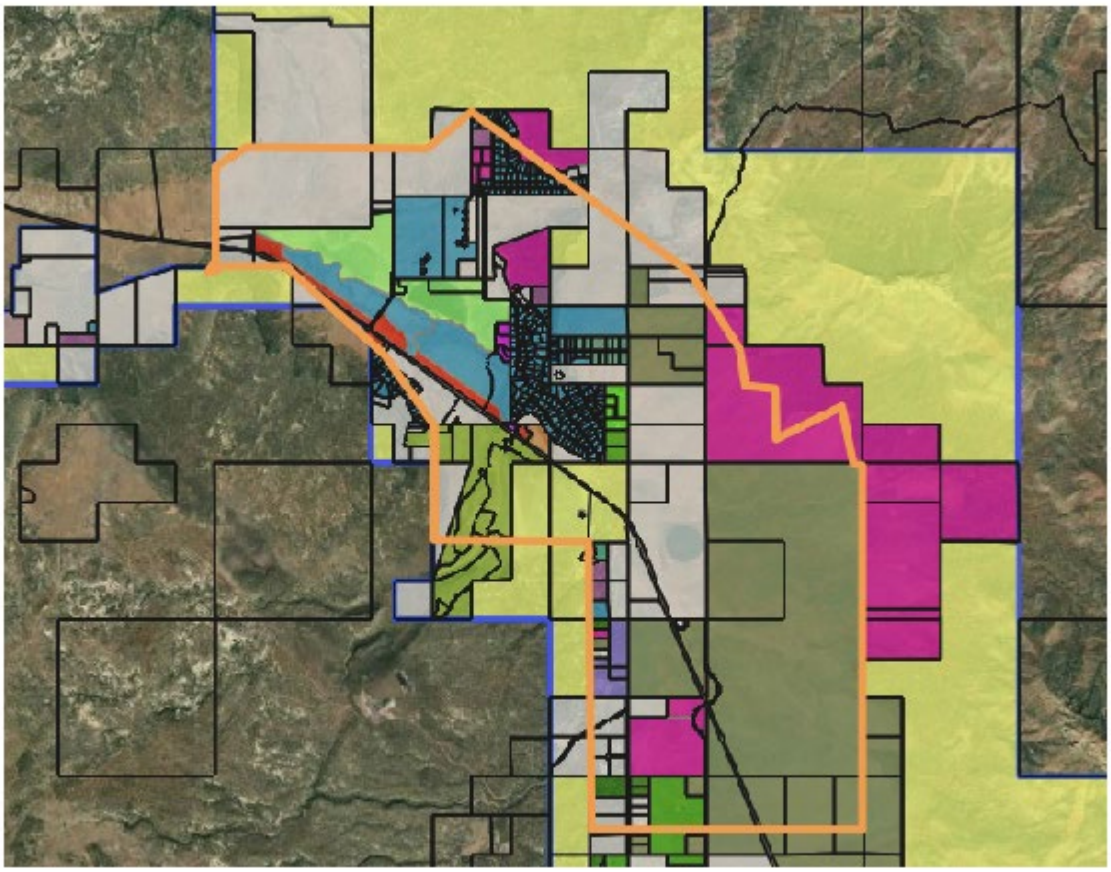
The attached map identifies the Town's preliminary area of interest with an orange outline. Generally, this extends from near the Cedar Point area toward the Gooseberry Lodge area, with the Town's northern and southern boundaries providing the general north–south limits.

The outlined area is intended as the starting area for reviewing available geological, groundwater, and other relevant information. The Town anticipates that this review will help identify smaller priority zones for targeted geophysical field investigation. The Town does not request uniform field-survey coverage of the entire outlined area.

Previous studies are available on the Town's website under Other Studies and Surveys for respondents' review and consideration in developing their proposals. These materials are provided as background information; respondents should assess their relevance, limitations, and applicability to the proposed investigation.

For proposal development, please describe your approach to narrowing the preliminary area and clearly identify the field investigation included in your base price, including its proposed extent, methods, and coverage assumptions. Separately identify recommended optional work and pricing for additional coverage.

The map is provided for preliminary area-of-interest reference only. It does not establish surveyed boundaries, property access rights, or an approved drilling location. Final field-survey locations will be coordinated with the Town following the initial review and confirmation of access and applicable requirements.



Map provided for preliminary area-of-interest reference only.

Request for Proposals

Geophysical Survey and Subsurface Mapping

Municipal Groundwater Well Siting

Procurement Information	Town Entry
Solicitation number	RFP-2026-03
EPA project	Apple Valley Water Infrastructure Project
Issue date	10/6/2026
Questions due	10/26/2026
Proposal due	11/9/2026
Submission method	Submit electronically to the listed procurement contact
Procurement contact	Michelle Kinney, Administrative Manager mkinney@applevalleyut.gov 435-877-1190
Town address	1777 North Meadowlark Drive, Apple Valley, Utah 84737

Notice and Invitation

The Town of Apple Valley, Utah, requests competitive proposals from qualified firms to perform a noninvasive or minimally invasive geophysical investigation and subsurface mapping program supporting selection of a future municipal groundwater production-well site. The consultant will integrate available hydrogeologic information with field measurements, interpret subsurface conditions, evaluate uncertainty, and recommend and rank target areas for additional investigation and potential drilling.

This project is anticipated to receive EPA Community Grant funding. Pre-award costs incurred on or after October 1, 2025 may be considered for eligibility, subject to applicable EPA approval, allowability, procurement requirements, and the final award. Eligibility is not guaranteed. No work may begin without the Town's written notice to proceed and satisfaction of applicable quality-assurance and site-access requirements.

This is a performance-based solicitation. The Town does not require or prefer any particular technology. Offerors may propose passive electrical-field methods, seismic, resistivity, electromagnetic, gravity, magnetic, remote-sensing, or another technically appropriate method. Offerors must propose the technically appropriate method or combination of methods and explain capabilities, limitations, assumptions, site effects, validation, and uncertainty.

Procurement Schedule

Milestone	Date or Time
RFP issued	10/6/2026
Deadline for questions	10/26/2026
Final addendum anticipated	11/2/2026 (if needed)
Proposal due	11/9/2026
Evaluation and interviews	11/18/2026
Council award authorization	11/18/2026
Anticipated notice to proceed	After executed contract, funding authorization, applicable EPA QAPP approval, site access and other required approvals; Town issues notice to proceed.

The Town will post this solicitation for at least 30 calendar days before the proposal closing date, consistent with EPA's recommendation. The Town will document actual posting dates and outreach. Schedule changes will be issued by written addendum.

1 Project Background and Purpose

1.1 Water Supply Need

The Town operates a small public drinking-water system with limited source redundancy. Its existing production wells are located near one another and have experienced declining or vulnerable production conditions. The Town seeks an additional groundwater source preferably in a different portion of the service area to reduce operational risk, improve emergency reliability, and avoid placing additional pressure on the existing source area.

1.2 Grant Project

The geophysical investigation supports the Apple Valley Water Infrastructure Project, anticipated to include additional groundwater production capacity and associated transmission facilities connected to the existing system without expanding the service area. EPA Community Grant funding is anticipated, subject to the final award, approved workplan and project scope. Grant funding and cost-share amounts are addressed in the Town's workplan and budget.

1.3 Study Objective

The objective is to reduce uncertainty before exploratory drilling by identifying and ranking technically defensible target areas and recommended follow-up actions. The consultant must not represent that geophysical data guarantees groundwater presence, yield, water quality, or a successful well. The Town needs usable evidence for decisions, grant records, environmental review, land-access planning, drilling procurement, and design coordination.

1.4 Preliminary Area of Interest

The anticipated area of interest is the northeastern portion of Apple Valley, Utah, where existing geologic information indicates a potentially larger aquifer system may be present. The Town will provide available maps, reports, known utility information, existing-well information it may lawfully disclose, and potential access areas. Final survey limits will be established after kickoff, desktop review, access confirmation, environmental constraints review, and EPA concurrence as applicable.

2 Procurement Authority and Method

- Town of Apple Valley's current procurement ordinance and adopted procedures, including applicable approval and notice requirements.
- Utah Procurement Code, Utah Code Title 63G, Chapter 6a, as applicable.
- 2 CFR Part 200, including 200.318 through 200.327; 2 CFR Part 1500; and Appendix II to 2 CFR Part 200.
- EPA FY 2026 Community Grants Program Final Implementation Guidance and the final assistance agreement.
- 40 CFR Part 33, EPA Participation by Disadvantaged Business Enterprises.
- 40 CFR Part 6 and environmental cross-cutting requirements applicable to the project.

2.1 Competitive Proposals

The Town presently classifies this acquisition as specialized geophysical consulting and data-analysis services to be procured by competitive proposals, with technical factors more important than cost. The contract will be awarded to the responsible offeror whose proposal is most advantageous to the Town, considering the published factors and their relative importance.

2.2 Procurement Method and EPA Review

EPA's written response states that Brooks Act qualifications-based selection is not a federal requirement for this drinking-water-only project and that cost may be an evaluation factor. This RFP retains 85 technical points and 15 cost points, subject to confirmation of applicable Utah and Town requirements before issuance. If controlling law requires qualifications-based selection, the Town will revise and reissue the solicitation as appropriate before accepting proposals. EPA recommends draft review but does not require routine pre-procurement concurrence or approval of the selected contractor or Town notice to proceed.

2.3 Full and Open Competition

Requirements are intended to support full and open competition without geographic preference or unnecessary restrictions. Under 2 CFR 200.319(b), a contractor that develops or drafts specifications, requirements, statements of work, or invitations for bids or requests for proposals for this procurement must be excluded from competing for

it. Disclosure or mitigation does not replace that exclusion. The Town will separately assess other conflicts and unequal access to information under 2 CFR 200.318(c), document its findings, and provide material solicitation information equally to offerors. Form B must disclose all procurement-preparation roles.

3 Scope of Work

The selected consultant shall provide the following tasks. Offerors may recommend refinements that improve technical defensibility, cost effectiveness, or grant compliance, but must clearly identify assumptions and optional work.

Task 1 Project Management and Compliance

- Conduct kickoff and coordination meetings with the Town, Town engineer, EPA representatives when requested, property owners, and other authorized parties.
- Prepare a project management plan, detailed schedule, data-request list, communication protocol, health and safety plan, quality-management plan, and field mobilization plan.

QAPP technical support: coordinate with the engineering consultant responsible for QAPP preparation. Provide data-quality objectives, survey design, equipment and calibration procedures, quality-control checks, acceptance criteria, existing-data assessment procedures, processing and validation methods, metadata, personnel responsibilities, corrective actions, and records. Participate in Town/engineer/EPA review and revisions. Include this support in the base scope and price.

QAPP hold point: EPA approval is required before covered collection, production, evaluation, or use of environmental information, including applicable existing-data activities. Administrative planning and preparation of QAPP inputs may proceed when authorized. Follow the approved QAPP; promptly report deviations and obtain required approvals before changes or resumption of affected work.

- Track budget, progress, decisions, risks, changes, subcontractors, and disadvantaged-business participation; provide concise monthly status and invoice support.
- Do not begin covered environmental information operations until EPA has approved the applicable QAPP and the Town issues written authorization. Obtain required access, utility clearances, safety measures, permits, and any applicable environmental authorization before on-site activity. Test-well drilling and construction are outside this solicitation.

Task 2 Existing Data and Desktop Review

- Compile and review available geologic, hydrogeologic, topographic, well-log, water-level, water-quality, pumping, aerial, remote-sensing, land-ownership, utility, and prior-study information.
- Identify data gaps, competing interpretations, existing and nearby wells, known cultural or environmental constraints provided by the Town, site-access limitations, and potential sources of geophysical interference.
- Develop a conceptual hydrogeologic model showing anticipated units, structures, groundwater controls, alternative hypotheses, and the survey questions each method is intended to test.
- Recommend final survey coverage and methods for Town approval before mobilization.

Task 3 Survey Design and Work Plan

- Propose one or more scientifically supportable geophysical methods suited to expected depth, geology, terrain, access, cultural noise, project budget, and decision needs.
- Define transects, stations, grid spacing, depth of investigation, resolution, calibration or control information, equipment, software, field checks, data density, repeat measurements, and acceptance criteria.
- Explain what each method measures, how results relate to potential groundwater conditions, limitations, non-uniqueness, false-positive risks, and how multiple evidence lines will be reconciled.
- Provide maps and access needs sufficiently detailed for the Town to obtain landowner permission and complete environmental review. No subsurface disturbance is permitted unless separately approved.

Task 4 Field Investigation

- Mobilize qualified personnel and properly calibrated equipment; verify access and utility-clearance requirements; conduct daily safety and quality briefings.
- Collect field data in accordance with the EPA-approved QAPP, approved survey work plan, applicable acceptance criteria, and written Town authorization. Record deviations, failed quality checks, corrective actions, and any limits on data usability.
- Conduct real-time quality checks and repeat or supplement deficient measurements while mobilized when practicable.
- Minimize surface impact and restore disturbed areas. Immediately report safety, access, cultural-resource, environmental, or data-quality concerns and stop affected work until directed.

Task 5 Processing Interpretation and Integration

- Process data using documented, reproducible procedures and appropriate corrections, filters, inversions, uncertainty analysis, sensitivity analysis, and independent quality review.
- Integrate results with the conceptual hydrogeologic model, available well information, topography, geology, and other relevant data. Distinguish measured data, processed results, interpretation, inference, and professional judgment.
- Identify mapped features and anomalies potentially relevant to groundwater occurrence, recharge, storage, structure, depth, or drilling risk without overstating certainty.
- Evaluate alternative interpretations and limitations caused by terrain, access, cultural interference, method resolution, data coverage, or insufficient ground truth.

Task 6 Target Ranking and Recommendations

- Recommend and rank at least three candidate target areas when supported by the evidence, or explain why fewer targets are technically defensible.
- For each target provide coordinates and mapping, approximate target depth or interval where supportable, rationale, confidence level, key assumptions, access constraints, drilling or construction considerations, and recommended verification steps.
- Use a transparent decision matrix that considers geophysical evidence, hydrogeologic plausibility, expected depth, site access, land control, constructability, proximity to transmission, environmental constraints, and uncertainty. The Town may supply weights after consultation.
- Recommend additional investigation, monitoring, exploratory borehole logging, test drilling, aquifer testing, and water-quality evaluation needed before developing a production well.

Task 7 Reports Data and Presentations

- Submit draft and final technical reports suitable for EPA, Town Council, Town engineer, drilling consultants, auditors, and future design teams.
- Provide executive summary, methods, qualifications, QA/QC, data limitations, conceptual model, field results, interpretation, target ranking, cost implications, recommendations, figures, references, and appendices.
- Provide GIS-ready shapefiles or geodatabases, coordinate system metadata, raw and processed datasets, model inputs and outputs where transferable, field logs, photographs, maps, and editable source files.
- Present findings at up to two meetings and respond to one consolidated round of comments unless otherwise negotiated.

4 Required Deliverables and Acceptance

Deliverable	Minimum Content	Acceptance Basis
Project management package	Schedule, data request, communication, safety, QA/QC, compliance and reporting plan	Complete, internally consistent, responsive to Town and grant conditions.
Desktop review memorandum	Data inventory, conceptual model, gaps, constraints, recommended survey design	Sources documented; assumptions and uncertainties clear; Town approval to proceed.
Field work plan and maps	Methods, coverage, access, utilities, environmental limits, equipment, calibration, QA/QC	Sufficient for access and environmental review; no proprietary restriction on Town use.
Field completion memorandum	Dates, personnel, coverage, deviations, quality findings, incidents and next steps	Approved work completed; deviations and corrective actions documented.
Draft technical report	Full results, interpretations, uncertainty, ranked targets and appendices	Technically complete and reviewable by Town, engineer and EPA.
Final technical report	Responses to comments; sealed or certified when required by applicable professional law	Comments resolved or disposition documented; accessible PDF and editable files delivered.
Data package	Raw and processed data, metadata, coordinates, GIS, models, logs and photographs	Complete, readable, organized and licensed for Town and federal use.
Presentations	Clear findings and decision implications for staff and public officials	Questions answered and limitations accurately stated.
QAPP technical support and compliance records	Technical inputs, review responses, approval record, QC results, deviations, corrective actions and data usability limitations	Engineer/Town coordination complete; EPA approval before covered operations; data meet approved QAPP or limitations are clearly documented.

4.1 Standard of Performance

The consultant shall perform with the degree of skill, care, diligence, and professional judgment ordinarily exercised by qualified geophysical and hydrogeologic consultants performing comparable work under similar conditions. The consultant shall use appropriately licensed professionals when Utah law requires licensure. The consultant must identify which deliverables will be signed, sealed, or certified and by whom.

4.2 No Guarantee of Water

Geophysical methods provide indirect evidence and may have nonunique interpretations. The contract will not guarantee a successful well, yield, water quality, or regulatory approval. The consultant is responsible for accurate

representation of the method, competent performance, documented quality control, and supportable interpretation—not for guaranteeing subsurface conditions beyond what the data can establish.

5 Town Responsibilities and Available Information

- Designate a project manager and coordinate with the selected engineering consultant and EPA. The engineering consultant will lead preparation of the QAPP; the geophysical consultant will provide technical inputs and participate in review and revisions. The Town is responsible for obtaining EPA approval and issuing authorization before covered environmental information operations.
- Provide available Town reports, maps, system information, and prior studies without warranting completeness.
- Identify potential Town-controlled or privately controlled survey areas and coordinate access documentation. The consultant shall not enter property without written authorization.
- Coordinate environmental and cultural-resource review. Consultant must comply with all avoidance areas and stop-work instructions.
- Review submittals and provide consolidated comments; process properly supported invoices.
- Procure exploratory drilling, well construction, and engineering design separately unless a lawful written modification and funding approval expressly provide otherwise.

6 Minimum Qualifications and Responsibility

- Legal authority and good standing to conduct business in Utah.
- At least five years of relevant firm experience with groundwater-focused geophysical investigation, or a documented equivalent level of organizational experience.
- A project manager and technical lead with directly relevant education, training, and experience; appropriate Utah professional licenses for any regulated practice.
- Demonstrated ability to integrate geophysics and hydrogeology, quantify limitations, provide defensible target recommendations, and deliver raw and processed data.
- Capacity, equipment, software rights, safety program, quality controls, insurance, and financial resources to complete the project.
- No federal exclusion or disqualification; active SAM.gov registration when required for the covered transaction.
- Ability to meet 40 CFR Part 33, federal record, audit, civil-rights, and flow-down requirements.
- Independence from equipment vendors or disclosure of any financial relationship affecting the recommended method.

7 Proposal Instructions

Submit one searchable technical proposal PDF and one separate cost proposal PDF. The technical proposal body may not exceed 25 single-sided pages, excluding cover, one-page letter, dividers, resumes, project sheets, required forms, and insurance evidence. Use readable type no smaller than 10 point. Do not place cost information in the technical file.

Section	Required Content
1 Transmittal	Legal name, contact, authorized signature, addenda, 120-day validity, acceptance or listed exceptions.
2 Understanding	Understanding of Town water-supply need, study decisions, geologic uncertainty, EPA grant context, and boundaries of this scope.
3 Technical approach	Proposed methods and why they fit; survey design; expected depth/resolution; QA/QC; integration; limitations; target ranking; validation; deliverables. Include QAPP technical inputs, EPA review support, acceptance criteria and data validation.
4 Work plan and schedule	Tasks, dependencies, mobilization, access, environmental coordination, milestones, turnaround, and critical path. Identify engineer coordination and EPA QAPP approval dependencies.
5 Team	Organization chart, roles, resumes, licenses, availability, and participation of each key person.
6 Experience	Up to six comparable investigations, results and limitations, client contacts, location/geology, methods, dates, value, proposed personnel, and funding context.
7 Capacity and risk	Workload, equipment availability, schedule assurance, safety record, quality management, data security, conflicts, and mitigation.
8 Subconsultants and DBE	Subconsultants, scopes, qualifications, certifications if any, and documented good-faith efforts.
9 Data and licensing	File formats, raw data, metadata, software/license limitations, reproducibility, ownership, and long-term access.
10 Required forms	Signed Forms A through F and requested responsibility information.
11 Separate cost proposal	Completed price form; labor categories/hours/rates, expenses, subcontractors, assumptions, optional items, and total not-to-exceed price.

7.1 Alternatives and Optional Work

Offerors may propose a clearly labeled alternative method in addition to a fully responsive base proposal. State the technical benefit, limitations, schedule, deliverables, and separate price. The Town may accept, reject, or negotiate an alternative only if doing so remains within the competed scope and does not prejudice competition.

7.2 Confidential Information

The Town is subject to the Utah Government Records Access and Management Act. Mark only specific portions claimed protected and provide a written legal basis. Do not mark an entire proposal confidential. Proprietary claims may not prevent delivery or governmental use of project data required by the RFP.

7.3 Questions and Addenda

- Direct all communications to the Procurement Contact. Contact with evaluators, elected officials, or other Town personnel intended to influence the procurement may result in disqualification.
- Submit questions in writing by the deadline. Only a written addendum modifies this RFP.
- Acknowledge every addendum in Form A. Offerors bear all proposal and delivery costs.
- The Town may issue answers without identifying the questioner and may reject questions seeking confidential or preferential information.

8 Evaluation and Award

8.1 Initial Review

The Town will review timeliness, required forms, minimum qualifications, responsiveness, responsibility, conflicts, exclusions, and material exceptions. The Town may seek lawful clarifications that do not permit a material revision or unfair advantage. A proposal may be rejected as nonresponsive or an offeror found nonresponsible.

Review Form B before scoring. Document whether any offeror or proposed contractor developed or drafted procurement specifications, requirements, statements of work, or solicitation documents; exclude those contractors from competing under 2 CFR 200.319(b). Document other conflict determinations and recusals.

8.2 Scored Evaluation

Criterion	Points	Evaluation Focus
Technical approach and methodology	30	Scientific suitability; depth and resolution; QA/QC; integration; alternatives; limitations; reproducibility; target-ranking method.
Team qualifications and experience	20	Relevant geophysics and hydrogeology; key-person roles; licenses; comparable geology and well-siting work.
Project understanding and risk management	15	Town need; uncertainty; access; environmental constraints; cultural noise; safety; grant and stakeholder coordination.
Work plan schedule and capacity	10	Logical tasks; availability; field readiness; deliverable schedule; critical-path and contingency planning.
Relevant performance and references	10	Comparable outcomes, quality, timeliness, budget control, defensibility, claims, and client feedback.
Cost and price	15	Reasonableness, completeness, allocation, level of effort, assumptions, value, and total evaluated price. Lowest cost does not automatically win.
Total	100	Technical factors collectively are substantially more important than cost.

8.3 Cost Evaluation Method

The Town will evaluate the separate cost proposal only after technical scoring. The Town may use normalized scoring, cost realism, or another disclosed method stated by addendum before proposals are due. Unless revised by addendum, points will be calculated as: lowest responsive evaluated price divided by the offeror's evaluated price, multiplied by 15. The Town may adjust an evaluated price only for identified mathematical errors or consistently applied assumptions and will document the basis. Unrealistically low cost may be considered in responsibility, understanding, and risk analysis but will not be silently rescored.

8.4 Interviews Clarifications and Best and Final Offers

The Town may conduct documented discussions, request clarifications, interview teams, or request best and final offers consistent with the disclosed evaluation process and equal treatment. EPA does not require approval of the selected contractor. The Town will provide cost or price analysis and contract records for EPA review as requested and as directed in EPA's written response.

8.5 Award Basis

Award is subject to Town authorization, applicable law, responsibility verification, available funding, and execution of an acceptable contract. No work begins without a Town notice to proceed. EPA recommends review of the draft contract and cost or price analysis before signing; the Town will provide EPA all signed, executed grant-funded contracts and relevant supporting procurement records. EPA concurrence on the selected contractor or Town notice to proceed is not a routine award condition. Specific requirements in the final assistance agreement remain controlling.

8.6 Qualifications-Based Selection if Required by Controlling Law

Before issuance, the Town will confirm the procurement method under applicable Utah and Town law. If qualifications-based selection is required, cost will be removed from initial scoring and fair and reasonable compensation negotiated with the highest-ranked qualified firm under the applicable procedure. Any change after issuance will follow lawful addendum or cancellation and reissuance procedures; the Town will not change the disclosed evaluation method after receiving proposals.

9 Cost and Price Proposal

Submit the following in a separate file. Prices must include all labor, travel, mobilization, equipment, software, processing, reporting, meetings, overhead, profit, insurance, taxes, and other costs unless expressly shown as optional or reimbursable. The final contract will establish a not-to-exceed amount. Cost-plus-percentage-of-cost and percentage-of-construction-cost methods are prohibited.

Cost Element	Labor Hours or Units	Rate	Extended Amount
Task 1: Management and QAPP coordination			
Task 2 Existing data and desktop review			
Task 3 Survey design and work plan			
Task 4 Field investigation and mobilization			
Task 5 Processing interpretation and integration			
Task 6 Target ranking and recommendations			
Task 7 Reports data and presentations			
Approved reimbursable expenses			
Subconsultants			
Base proposal total not to exceed			
Optional work separately identified			

State price validity, assumptions, exclusions, payment milestones, hourly rates for authorized changes, and whether any equipment or software license restricts the Town's use. No contingency or allowance may be expended without written authorization.

10 Federal and EPA Requirements

10.1 Procurement Controls

- Documented procedures consistent with Town law, Utah law, 2 CFR 200.318 through 200.327, 2 CFR Part 1500, and the EPA award.
- Full and open competition; clear requirements; all evaluation factors and relative importance disclosed; proposals solicited from multiple qualified sources.
- Written technical-evaluation and selection procedures; documented rationale for method, contract type, selection or rejection, and price.
- Independent cost estimate before proposals and cost or price analysis for procurements or modifications above the applicable simplified acquisition threshold; other price-reasonableness documentation as appropriate.
- Award only to a responsible contractor, including SAM.gov exclusion review and consideration of integrity, compliance, classification of employees, past performance, and resources.
- No time-and-materials contract unless no other type is suitable, a ceiling is imposed, and the Town exercises a high degree of oversight.
- No cost-plus-percentage-of-cost or percentage-of-construction-cost contracting.
- EPA access, audit, record retention, and pre-procurement review as requested or required.

10.2 EPA Disadvantaged Business Enterprise Requirements

The Town and contractor shall comply with applicable 40 CFR Part 33 requirements and retain records of the six good-faith efforts: outreach and recruitment, adequate notice, practicable division of work, consortium opportunities, SBA and Minority Business Development Agency assistance, and contractor flow-down. EPA's written response states that no fair-share objective is required and Form 5700-52A reporting is not currently required. Retain bidder-list and outreach records, including unsuccessful bidders, and provide reporting if required by the award or subsequent written EPA direction. EPA's current enforcement position does not eliminate statutory obligations.

Required contract term: The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legally available remedies.

- Pay subcontractors for satisfactory performance no more than 30 days after receipt of payment from the Town when required by 40 CFR Part 33 and the award.
- Notify the Town in writing before terminating a DBE subcontractor for convenience.
- If a DBE subcontractor does not complete work, use and document the six good-faith efforts when seeking a replacement.
- Provide prime and subcontractor names, contacts, addresses, procurement participation, and MBE/WBE status information requested for EPA documentation.

10.3 Environmental and Cultural Resource Controls

EPA's written response states that the nonconstruction engineering and geophysical services described in this solicitation do not require a NEPA determination. Test-well drilling and construction do require environmental review and are excluded from this procurement. Before field activity, obtain written Town authorization, landowner access, required utility clearances and permits, and any applicable BLM, cultural-resource, species or other approvals for the actual method and location. The QAPP approval hold point also applies. Stop affected work upon discovery of suspected cultural resources, human remains, protected species, contamination, or an unanticipated environmental condition; protect the area without further disturbance and notify the Town immediately.

10.4 BABA AIS and Recovered Materials

BABA applies to covered articles, materials, and supplies consumed in, incorporated into, or permanently affixed to the infrastructure project under 2 CFR Part 184 and the award. Tools and equipment brought to the site and removed at or before project completion are not covered solely because they are used in the investigation. For covered incorporated products, supply compliance certifications and traceability records before incorporation, or obtain an approved applicable waiver. American Iron and Steel requirements apply separately to covered iron and steel products as required by the award. Apply the domestic preference in 2 CFR 200.322 to the extent practicable and the recovered-material requirements in 2 CFR 200.323 and RCRA section 6002 when triggered. No covered noncompliant product may be incorporated without lawful authorization.

10.5 Davis Bacon and Labor Standards

This RFP does not authorize construction, alteration, repair, or test-well drilling. The Town will determine any Davis-Bacon and Related Acts applicability using controlling statutes, award terms, Department of Labor guidance and applicable SAM.gov wage determinations. Contract Work Hours and Safety Standards Act requirements apply to covered contracts over $100,000 involving mechanics or laborers; applicability depends on the actual work and statutory exceptions, not merely the consultant's professional-services designation. No newly covered work may begin until lawful procurement or within-scope modification includes all required wage determinations and labor clauses.

10.6 Federal Contract Provisions

Provision	Application in Resulting Contract
Remedies	Above applicable simplified acquisition threshold: Section 10.7(a), administrative, contractual and legal remedies for breach.
Termination	Above $10,000: Section 10.7(b), cause and convenience, notice, cure and settlement.
Debarment and suspension	Covered transactions: Section 10.7(c); 2 CFR Parts 180 and 1532; lower-tier eligibility.
Byrd Anti-Lobbying	Above $100,000: Section 10.7(d), certification, disclosure and flow-down; Form D.
Clean Air and Water Acts	Above $150,000: Section 10.7(e), compliance, reporting and subcontract flow-down.
Rights to inventions	If applicable research/development award and contract trigger 37 CFR Part 401: Section 10.7(f).
Telecommunications prohibition	2 CFR 200.216: Section 10.7(g); covered equipment/services may not be charged to the grant.
Domestic preference and recovered materials	Section 10.4 and 10.7(h); 2 CFR 200.322–200.323 and RCRA section 6002 thresholds.

Provision	Application in Resulting Contract
Access to records	Section 10.7(i), access for Town and authorized federal reviewers; retention under 2 CFR 200.334.
Whistleblower protection	Section 10.7(j), 41 USC 4712 and 2 CFR 200.217, written employee notice.
Contract Work Hours and Safety Standards Act	Covered contracts over $100,000 involving mechanics/laborers: Section 10.7(k), overtime, liability, withholding and flow-down; attach complete required DOL terms.
Equal employment opportunity and nondiscrimination	Section 10.7(l); applicable statutory employment protections, EPA-assisted contract nondiscrimination and current award-specific requirements.
American Iron and Steel (AIS)	Section 10.4: covered incorporated iron/steel products as required by the award; certifications and applicable waivers.
Build America Buy America (BABA)	Section 10.4: covered incorporated products under 2 CFR Part 184; removable survey tools excluded as described there.

10.7 Operative Federal Contract Clauses

(a) Remedies for breach. When the contract exceeds the applicable simplified acquisition threshold, the Town may require correction or reperformance of defective work, withhold disputed payments, recover damages or grant disallowances attributable to the contractor's breach as permitted by law, suspend affected work, or terminate for cause. Remedies are cumulative to the extent permitted by law; the Town will document the breach and afford applicable notice and dispute procedures.

(b) Termination. For contracts over $10,000, the Town may terminate for cause by written notice identifying the breach and allowing ten calendar days to cure, unless immediate action is required by law or to protect safety or federal funds. The Town may terminate for convenience by ten calendar days' written notice specifying the effective date and work to stop. The contractor shall stop directed work, protect and deliver project records and data, minimize closeout costs, and settle affected subcontracts. Payment is limited to authorized acceptable work through termination and reasonable documented, unavoidable closeout costs allowed by law and the award, less prior payments and lawful offsets. No anticipated profits on unperformed work are payable.

(c) Debarment and suspension. The contractor shall comply with 2 CFR Parts 180 and 1532, verify eligibility for covered lower-tier transactions, include required lower-tier terms, and promptly disclose exclusion or other loss of eligibility. The Town will verify eligibility before award. Do not enter a covered transaction with an excluded party unless legally authorized.

(d) Lobbying. For contracts exceeding $100,000, certify that federal appropriated funds have not been and will not be used for prohibited lobbying under 31 USC 1352. Submit SF-LLL for covered lobbying with non-federal funds when required; obtain and retain required lower-tier certifications and disclosures. Flow down the applicable certification and disclosure requirements.

(e) Clean Air and Water. For contracts over $150,000, comply with applicable standards, orders and regulations under the Clean Air Act (42 USC 7401–7671q) and Federal Water Pollution Control Act (33 USC 1251–1387). Report violations to the Town, which will report them to EPA and the appropriate EPA Regional Office. Include these requirements in subcontracts over $150,000.

(f) Inventions. If the award and contract concern applicable experimental, developmental or research work with a small business or nonprofit under a funding agreement, comply with 37 CFR Part 401 and the award's patent and invention conditions. Insert the applicable required patent-rights clause before such work begins.

(g) Covered telecommunications and surveillance. Do not use federal award funds to procure or obtain, extend or renew a contract to procure or obtain, or enter a contract to procure or obtain equipment, systems or services using covered telecommunications equipment or services as a substantial or essential component or critical technology under 2 CFR 200.216. Covered items include telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation or their subsidiaries or affiliates; specified video-surveillance/telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company or Dahua Technology Company or their subsidiaries or affiliates for the purposes identified in the regulation; covered services and other entities designated under the regulation. Promptly report any covered item proposed or identified and comply with applicable flow-down requirements.

(h) Domestic and recovered materials. Apply Section 10.4 and flow down applicable domestic-preference requirements. For RCRA section 6002 purchases by a covered contractor, procure EPA-designated items with the highest practicable recovered-material content consistent with satisfactory competition when the item purchase price exceeds $10,000 or prior-fiscal-year aggregate purchases exceed $10,000; comply with applicable solid-waste service and procurement-program requirements. Maintain compliance and waiver documentation for covered incorporated products.

(i) Records and access. Maintain complete procurement, cost, personnel, subcontract, field and quality-assurance records and provide access to the Town, EPA, EPA Inspector General, Comptroller General and their authorized representatives as applicable under 2 CFR 200.337 and the award. Permit examination, copying and authorized audits. Retain records as stated in Section 11; flow down applicable access and retention requirements.

(j) Whistleblowers. Comply with 41 USC 4712 and 2 CFR 200.217. Do not retaliate against employees for protected disclosures. Inform employees in writing, in the predominant language of the workforce, of applicable whistleblower rights and remedies; include this requirement in applicable subcontracts.

(k) CWHSSA. For covered contracts over $100,000 involving mechanics or laborers, comply with 40 USC 3701–3708 and applicable DOL regulations. Compute wages on a standard forty-hour workweek and pay at least one and one-half times the basic rate for covered hours over forty in a week. The contractor and responsible subcontractor are liable for unpaid wages and applicable statutory liquidated damages; the Town may withhold amounts as authorized by law. Do not require covered work in unsafe or unsanitary conditions. Flow down applicable requirements and remain responsible for subcontractor compliance. Before covered work, the executed contract must include the complete applicable clauses prescribed by 29 CFR 5.5(b), current liquidated-damage rate and any applicable safety clauses; this summary does not replace mandatory DOL text.

(l) Equal employment opportunity and nondiscrimination. The contractor shall comply with applicable federal and Utah employment nondiscrimination laws, including Title VII, the Americans with Disabilities Act and the Age Discrimination in Employment Act where applicable, and applicable EPA civil-rights award conditions. Do not discriminate on the basis of race, color, national origin or sex in performance of this EPA-assisted contract; carry out applicable 40 CFR Part 33 requirements as stated in Section 10.2 and flow down required terms. Include any additional currently applicable award-specific equal-employment clauses in the executed agreement. Executive Order 11246 has been revoked; its former construction-contract clause is not imposed here as an unconditional current requirement. Confirm current applicable requirements with EPA before signing.

Contract attachment requirement. Sections 10.4 and 10.7 must be incorporated into the executed agreement with all applicable award-specific and mandatory regulatory clauses. The Town will reconcile EPA's example federal-provision language and final assistance-agreement conditions before signing and will send the executed contract to EPA. These solicitation provisions do not substitute for execution of a complete professional-services agreement.

11 Proposed Contract Terms

- One project-specific contract from notice to proceed through final acceptance, anticipated to be completed within [INSERT] calendar days. No minimum payment beyond authorized accepted work.
- Independent contractor relationship; no authority to bind the Town; no work without written notice to proceed.
- Fixed price or not-to-exceed compensation with itemized invoices tied to progress and accepted deliverables. Changes require prior written authorization.
- Key personnel and material subconsultants may not be replaced without Town approval and equal or better qualifications.
- Consultant responsible for safety, equipment, permits within its scope, utility-clearance coordination, site restoration, quality, technical accuracy, and subcontractor performance.
- Town ownership and perpetual governmental use of paid deliverables, raw and processed data, metadata, maps, and transferable model files; preexisting proprietary tools remain the consultant's property but may not prevent Town use of results.
- Retain records for at least three years from submission of the Town's final financial report, subject to 2 CFR 200.334 and longer award or Utah requirements, and until resolution of any pending audit, claim, or litigation. Make records available as provided in Section 10.7.
- Commercial general liability, automobile, workers' compensation, employer's liability, and professional liability or errors-and-omissions insurance appropriate to the work, with limits finalized before posting or award.
- Indemnification consistent with Utah law; no waiver of Town governmental immunities or defenses.
- Suspension and termination for cause or convenience, including payment only for authorized acceptable work and lawful closeout costs.
- Comply with laws, licenses, statutory nondiscrimination, applicable EPA civil-rights requirements, DBE, the EPA-approved QAPP, grant terms, environmental limitations, and the federal provisions in Sections 10.6 and 10.7. The executed agreement must incorporate applicable operative clauses and award attachments.

- No assignment without Town approval; applicable clauses flow to subcontracts; order of precedence stated in the final contract.
- Disputes, governing law, venue, notices, nonappropriation, funding contingency, and audit remedies included in the final agreement.

11.1 Invoicing

Invoices must identify contract, grant and project; billing period; task and deliverable progress; personnel, hours and rates where applicable; approved expenses; subcontractors; current amount; cumulative amount; remaining balance; DBE information; and required supporting records. Payment does not constitute acceptance or waive the Town's right to question unsupported, unallowable, or defective charges.

11.2 Changes

Notify the Town before any condition affects scope, schedule, cost, data quality, environmental compliance, or recommendations. Work beyond the ceiling is at the contractor's risk unless authorized in a signed modification. Changes must remain within the competed scope or undergo a separate lawful procurement; complete required cost or price analysis. Submit signed grant-funded amendments and related records to EPA for review as directed. EPA draft review before signing is recommended; applicable award-specific approval requirements remain controlling.

12 Reservation of Rights and Protests

- Reject any or all proposals; cancel, delay, amend, or reissue; waive minor informalities when lawful; or make no award.
- Investigate responsibility, verify licenses and references, request clarifications, conduct discussions, and correct documented clerical errors.
- Revise the solicitation or proposed contract as necessary to comply with law and award conditions; provide draft contract and price-analysis materials to EPA for recommended review before signing and executed grant-funded contracts for EPA review.
- Procure drilling, design, environmental consulting, cultural-resource services, land acquisition, or other services separately.
- Award all, part, or none of the optional work without changing the mandatory base scope.
- Retain proposals and procurement records subject to Utah law and federal access requirements.

Protests must be submitted in writing to the Procurement Contact within the time and manner established by the current Utah Procurement Code and Town procedures. A protest must identify the procurement, protester, factual and legal grounds, supporting documents, and requested relief. Respondents are responsible for current statutory deadlines.

Form A Proposal Certification

Field	Response
Legal firm name	
Entity type and state	
Utah registration or license	
SAM Unique Entity ID	
Principal office	
Proposal contact	
Phone and email	
Addenda acknowledged	
Technical proposal filename	
Separate cost proposal filename	
Authorized signer name and title	
Signature and date	

The signer certifies that the proposal is accurate, independently prepared, valid for 120 days, submitted without collusion or improper influence, and offered by an authorized representative; that the respondent has disclosed material conflicts and exceptions; and that no person is guaranteed employment or compensation based on award except as disclosed.

Form B Conflict and Organizational Independence Disclosure

Question	Yes or No	Explanation and Mitigation
Relationship with a Town officer, employee, agent, or known evaluator?		
Did the firm or a proposed contractor develop or draft this procurement's specifications, requirements, statement of work, or solicitation documents? Identify any role in a downstream procurement separately.		
Financial relationship with equipment, software, drilling, land, or other vendors affecting method recommendations?		
Representation of a private client adverse to or appearing before the Town on a related matter?		
Other condition that could impair objectivity or create unfair advantage?		

Disclose the person, firm, document, date and nature of each preparation role. A contractor that developed or drafted this procurement's documents must be excluded from competing under 2 CFR 200.319(b); proposed mitigation does not cure that exclusion. Promptly update this disclosure if circumstances change.

Authorized signature: _____ Date: _____

Form C Debarment Suspension and Responsibility Certification

The respondent certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions and will promptly disclose any change. The respondent will verify lower-tier eligibility as required. Disclose relevant convictions, civil judgments, indictments, professional discipline, defaults, terminations, or material claims during the prior five years below. The Town may verify SAM.gov and other responsibility information.

Exceptions or disclosures:

_____

Firm: _____ Authorized signature: _____ Date: _____

Form D Certification Regarding Lobbying

For an award exceeding $100,000, the undersigned certifies that no federal appropriated funds have been paid or will be paid for influencing or attempting to influence federal officers, employees, or Members of Congress in connection with a covered federal award. If non-federal funds have been or will be used for covered lobbying, the respondent will submit Standard Form LLL as required and will obtain required lower-tier certifications and disclosures. This certification is a material representation of fact.

Firm: _____ Authorized signature: _____ Date: _____

Form E Noncollusion Certification

The respondent certifies that its proposal was developed independently and without collusion, agreement to restrict competition, improper communication, inducement of another firm to submit or not submit, or promise of an improper benefit to any Town officer, employee, or agent.

Firm: _____ Authorized signature: _____ Date: _____

Form F EPA DBE and Subcontractor Information

Firm or Subconsultant	Contact and Address	Proposed Scope	MBE WBE or Other Status	Good Faith Outreach Record

The prime offeror agrees to comply with applicable 40 CFR Part 33 requirements, provide required bidder-list and reporting information, pay subcontractors as required, notify the Town before convenience termination of a DBE subcontractor, and use the six good-faith efforts for subcontracts and replacements.

Form G Reference Information

Reference 1

Field	Response
Client and agency	
Contact name title phone and email	
Location geology and study objective	
Methods and dates	
Contract amount and funding	
Key proposed personnel involved	
Outcome and limitations	

Reference 2

Field	Response
Client and agency	
Contact name title phone and email	
Location geology and study objective	
Methods and dates	
Contract amount and funding	
Key proposed personnel involved	
Outcome and limitations	

Reference 3

Field	Response
Client and agency	
Contact name title phone and email	
Location geology and study objective	
Methods and dates	
Contract amount and funding	
Key proposed personnel involved	
Outcome and limitations	

Appendix C Public Notice

The Town of Apple Valley invites proposals from qualified firms for geophysical survey, subsurface mapping, interpretation, and groundwater well-target ranking supporting the Apple Valley Water Infrastructure Project, anticipated to receive EPA Community Grant funding. Offerors may propose technically appropriate noninvasive or minimally invasive methods; no proprietary technology or vendor is preferred. Technical factors total 85 points and cost totals 15 points. The complete RFP and addenda are available at applevalleyut.gov. Proposals are due 11/9/2026 by 5:00PM Mountain Time, no earlier than 30 calendar days after posting, electronically to Michelle Kinney at mkinney@applevalleyut.gov. Written questions are due 10/26/2026 by 5:00PM Mountain Time to the same contact. The Town encourages disadvantaged business enterprises and other qualified small businesses to participate. Assistance Listing: 66.202; Funding Opportunity: EPA-CEP-01. The Town reserves the rights stated in the RFP.