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	