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.