

KEARNS IMPROVEMENT DISTRICT

REQUEST FOR QUALIFICATIONS

EMERGENCY RESPONSE SERVICES

(CONTRACTOR'S)

Issued: Wednesday October 14, 2026

Statements of Qualifications Due: Tuesday November 10, 2026, by 2:00 PM

5350 West 5400 South | Kearns, Utah 84118



Section 1 - General Information

1.1 General Background

Kearns Improvement District (KID or District) is a public water and sewer utility and political subdivision of the State of Utah governed by an elected Board of Trustees. KID serves residential and commercial

customers in Kearns and portions of neighboring municipalities. Reliable water distribution, wastewater collection, pumping, storage, pressure regulation, fire protection, and related facilities are essential to public health, safety, and continuity of service.

1.2 Contact

The district representative for this RFQ is James “Woody” Woodruff, P.E., Public Works Director/Engineer, (801) 912-0282, jwoodruff@kidwater4ut.gov. All questions must be submitted in writing by the deadline in Section 5. Oral statements are not binding.

1.3 Purpose

KID seeks Statements of Qualifications (SOQs) from qualified contractors to provide on-call emergency response services for water, wastewater, utility, and District facility emergencies. The selected contractors must be capable of rapid mobilization, safe emergency construction, temporary service restoration, and sustained operations during localized or regional incidents.

The district anticipates selecting multiple contractors for an initial term to be established in the final agreement, with any renewal options subject to successful contract negotiations, funding, performance, and Board approval. Selection does not guarantee a minimum quantity of work or expenditure. KID may contact contractors based on availability, response time, specialty capability, equipment, past performance, location, cost, or other operational considerations.

1.4 Procurement Objectives

- Establish a prequalified pool of contractors available for 24/7/365 emergency response with a 5-year contract with Kearns Improvement District. Rates will be reviewed and updated every 2 years.
- Reduce service interruption and protect public health, property, the environment, and critical infrastructure.
- Ensure access to experienced personnel, excavation equipment, pumps, generators, bypass systems, trench safety equipment, materials, and specialty subcontractors.
- Provide clear emergency contacts, response expectations, rates, documentation requirements, and work-authorization procedures before an incident occurs.
- Support KID during earthquakes, severe weather, flooding, utility failures, sanitary sewer overflows, power outages, and other emergencies.
- Maintain documentation and procurement practices capable of supporting insurance, EPA, FEMA, or other federal reimbursement when applicable.

1.5 Emergency Response and Federal Funding Framework

For federally reimbursed emergency work, KID will use the procurement method permitted by the applicable award and circumstances. Exigent conditions based on a public emergency or exigency must be limited to the period and scope justified by the immediate conditions and documented in KID’s procurement record.

Services shall comply with applicable federal, state, and local laws; Utah occupational safety requirements; applicable drinking water and wastewater requirements; KID standards and procedures; and the terms of each work authorization. When work is funded or potentially reimbursed through a

federal award, contractors shall also comply with award-specific federal requirements identified by KID, including applicable provisions of 2 CFR Part 200 and EPA grant terms and conditions. Emergency status does not, by itself, waive federal grant requirements.

Section 2 - Scope of Services

The following scope describes anticipated emergency services. Contractors shall clearly identify services they can self-perform, services provided by subcontractors, exclusions, equipment limitations, and geographic or mobilization constraints.

2.1 Emergency Mobilization and Incident Command Support

- Provide a continuously monitored 24/7/365 emergency contact number and escalation process.
- Mobilize qualified supervision, labor, equipment, traffic control, trench protection, pumps, generators, materials, and specialty resources as requested.
- Coordinate with KID incident command, operations, engineering, public safety, utility owners, regulators, and other responding agencies.
- Provide daily work plans, shift changes, crew/equipment status, safety briefings, and incident documentation during extended operations.
- Maintain backup personnel and equipment resources for sustained or multi-site response.

2.2 Water System Emergency Services

- Emergency excavation, exposure, isolation, repair, replacement, backfill, and restoration of water mains and services.
- Repair of PVC, ductile iron, steel, and other water-system piping, fittings, valves, hydrants, meters, vaults, and appurtenances.
- Emergency tapping, line stopping, temporary bypass piping, system reconnection, dewatering, shoring, and trench stabilization.
- Support flushing, disinfection, sampling, pressure testing, and return-to-service activities as directed by KID.
- Emergency support for pump stations, reservoirs, tanks, pressure-reducing stations, transmission mains, and distribution facilities.

2.3 Wastewater System Emergency Services

- Emergency sewer excavation, repair, replacement, bypass, backfill, and surface restoration.
- Sanitary sewer overflow containment, pumping, cleanup support, and emergency site control.
- Bypass pumping systems, temporary piping, hoses, pumps, generators, fuel, monitoring, and around-the-clock operation.
- Lift-station and force-main emergency repair support.
- Vacuum truck, jetting, cleaning, CCTV, dewatering, disposal coordination, and related specialty services.

2.4 Electrical, Mechanical, and Facility Support

- Temporary power generation and distribution for critical District facilities.
- Emergency pumps, motors, valves, piping, controls, and mechanical repair support through appropriately qualified personnel or subcontractors.
- Emergency fencing, access, lighting, debris removal, structural stabilization, weather protection, and temporary protective measures.
- Crane, rigging, hauling, welding, fusion, fabrication, and specialty repair services as required.

2.5 Disaster and Regional Emergency Support

- Earthquake response involving widespread water-main, sewer, pump-station, reservoir, or facility damage.
- Flood, severe-weather, wildfire, landslide, power outage, and other natural or human-caused disaster response.
- Multiple simultaneous work locations, extended shifts, temporary access, debris removal, emergency hauling, and site stabilization.
- Coordination with mutual-aid resources and public agencies during regional incidents where labor, equipment, fuel, and materials may be constrained.

2.6 Safety, Traffic Control, and Environmental Protection

- Comply with OSHA and applicable trenching, excavation, confined-space, lockout/tagout, traffic-control, fall-protection, and equipment-safety requirements.
- Provide competent persons, required shoring/shielding, atmospheric monitoring, personal protective equipment, and job hazard analyses appropriate to the work.
- Protect waterways, storm drains, property, and the public from spills, wastewater, fuels, excavated materials, and other hazards.
- Immediately report injuries, spills, utility strikes, safety incidents, and regulatory concerns to KID.

2.7 Materials, Equipment, and Subcontractor Resources

- Maintain or demonstrate reliable access to excavators, loaders, backhoes, dump trucks, trench boxes, pumps, generators, vacuum trucks, bypass equipment, fusion equipment, cranes, lighting, and traffic-control devices appropriate to proposed services.
- Identify key material suppliers and availability of common water and sewer repair materials.
- Identify specialty subcontractors expected to provide electrical, mechanical, bypass, vacuum, traffic-control, paving, concrete, crane, environmental, or other services.
- Obtain KID approval for material substitutions when District standards or federal funding requirements apply.

2.8 Federal Grant and EPA Compliance

- When a work authorization is federally funded or potentially eligible for federal reimbursement, comply with applicable requirements of 2 CFR Part 200, the specific EPA or federal award, and all required contract clauses.
- Comply with Davis-Bacon and Related Acts requirements when applicable, including wage determinations, labor standards, certified payroll or other required payroll documentation, and flow-down requirements to covered subcontractors.
- Comply with Build America, Buy America (BABA) domestic-content requirements when applicable. Obtain and retain manufacturer certifications and approved waiver documentation before incorporating covered products into the work.
- Comply with American Iron and Steel (AIS) requirements when applicable to the funding program or award.
- Comply with applicable EPA Disadvantaged Business Enterprise (DBE) requirements, good-faith efforts, reporting, and documentation.
- Comply with applicable debarment and suspension, equal employment opportunity, anti-lobbying, records access and retention, environmental, and other federal contract provisions identified by KID.
- Flow all applicable federal requirements into subcontracts and purchase orders and remain responsible for collecting supporting documentation from subcontractors and suppliers.

2.9 Cost Documentation and Reimbursement Support

- Maintain contemporaneous daily reports identifying incident, location, work performed, crew members, labor classifications, regular and overtime hours, and equipment used.
- Separately track equipment operating and standby hours, materials, delivery tickets, subcontractor costs, disposal, fuel, traffic control, and other direct costs.
- Segregate costs by incident, project, location, task order, funding source, or work authorization when directed by KID.
- Provide photographs before, during, and after work when practicable and documentation describing emergency conditions and protective actions.
- Maintain records sufficient to demonstrate that costs are allowable, allocable, reasonable, and properly supported under the applicable funding source.
- Cooperate with KID, EPA, other awarding agencies, auditors, inspectors general, and authorized representatives. Unsupported or non-compliant costs may be withheld or determined ineligible for reimbursement.

2.10 Minimum Emergency Response Expectations

Priority	Examples	Initial Response / Mobilization	Work / Communication Target
Critical / P1	Major transmission-main break; active SSO; lift-station failure; loss of critical water service; major facility failure.	Acknowledge within 15 minutes; state earliest mobilization time.	Continuous effort once mobilized; leadership updates at least hourly until stabilized.
High / P2	Significant distribution-main break; localized sewer failure; equipment failure with limited redundancy.	Acknowledge within 30 minutes, 24/7.	Continuous or agreed effort; updates at least every 2 hours.
Urgent / P3	Repair requiring prompt response but with service redundancy or temporary control in place.	Acknowledge within 1 hour.	Mobilize on schedule agreed with KID; daily status updates.
Planned / P4	Follow-up repair, restoration, or corrective work after emergency stabilization.	1 business day.	Schedule and complete by mutually agreed date.

Contractors may propose alternative response commitments but must clearly identify every exception. Final response times, escalation requirements, and any liquidated or performance remedies will be established in the contract or work authorization.

Section 3 - Statement of Qualifications Requirements

3.1 Submission Organization and Page Limits

SOQs should be concise, searchable, and organized in the order below. The cover letter is limited to two pages. The detailed response is limited to 30 pages, excluding the cover letter, required forms, resumes, certificates, equipment lists, and rate proposal. Supplemental material is limited to five pages. Marketing material that does not answer an RFQ requirement may be disregarded.

3.1.1 Cover Letter (Pass/Fail)

Legal contractor name, address, primary contact, services proposed, acknowledgment of RFQ conditions and addenda, and signature of an officer authorized to bind the contractor.

3.1.2 Contractor and Team

Ownership, years in business, Utah office/location, organization chart, emergency-response leadership, field supervision, craft staffing, subcontractors, backup staffing, and continuity approach.

3.1.3 Relevant Experience

At least three comparable emergency utility or heavy-civil engagements completed within the last five years, preferably for public water/wastewater utilities or local government. Include scope, emergency conditions, size/value, dates, results, and client contacts.

3.1.4 Emergency Response Approach

Specific response to every subsection of Section 2, dispatch process, mobilization approach, incident command coordination, staffing plan, multi-shift capability, assumptions, exclusions, and division of responsibility among KID, contractor, suppliers, and subcontractors.

3.1.5 Water and Wastewater Capability

Describe experience with water-main repair, sewer repair, bypass pumping, lift stations, force mains, dewatering, trench safety, temporary service, disinfection support, and restoration.

3.1.6 Equipment and Resource Availability

List major owned or readily available equipment, emergency material sources, specialty subcontractors, staging capabilities, fuel arrangements, and ability to support simultaneous incidents.

3.1.7 Safety and Regulatory Compliance

Describe safety program, EMR or equivalent safety performance information, competent-person resources, trenching/confined-space programs, traffic control, environmental protection, and incident reporting.

3.1.8 Key Personnel and Certifications

Resumes and relevant licenses/certifications for proposed emergency-response manager, superintendent(s), foremen, operators, safety personnel, and key backups.

3.1.9 Federal Grant Compliance Capability

Describe experience with federally funded public works, 2 CFR Part 200 documentation, Davis-Bacon when applicable, BABA/AIS documentation, EPA DBE requirements when applicable, records retention, audits, and subcontractor flow-down requirements.

3.1.10 References

Three references for similar emergency utility or heavy-civil services, preferably including public water/wastewater or local government clients.

3.1.11 Rate Proposal

KID may require clarification, supporting market information, or negotiation of proposed rates to document price reasonableness for individual work authorizations, including federally funded work.

Separate rate schedule showing labor classifications, regular/overtime/holiday rates, equipment rates, mobilization, minimum charges, materials and subcontractor markups, travel, standby, disposal, and annual increases. Pricing is requested for evaluation and negotiation but does not replace qualifications-based selection.

3.1.12 Required Statements (Pass/Fail)

No-conflict statement; exceptions; relevant litigation/claims; insurance availability; licensing; E-Verify compliance; debarment statement; federal compliance commitment; and acknowledgment of GRAMA.

3.1.13 Supplemental Information

Optional information directly relevant to KID, limited to five pages.

3.2 Minimum Qualifications (Pass/Fail)

- At least five years of organizational experience performing utility, underground, heavy-civil, or comparable emergency construction services.
- Appropriate Utah contractor licensing for the services proposed and all licenses/certifications required by law.
- Demonstrated 24/7/365 emergency dispatch and mobilization capability.
- Ability to provide onsite emergency response in Salt Lake County within the response commitments proposed by the contractor.
- Demonstrated experience with public water/wastewater systems or comparable critical infrastructure.
- Ability to maintain required insurance and bonding capability appropriate to assigned work.
- Documented safety program and no undisclosed conflict that would impair performance.
- Ability to maintain detailed cost and compliance records suitable for federal grant reimbursement when applicable.

3.3 Licenses, Certifications, and Evidence

Contractors should identify applicable Utah contractor license classifications, operator or trade certifications, OSHA training, competent-person qualifications, confined-space training, traffic-control qualifications, fusion/welding certifications, and other credentials relevant to proposed services. KID may request confidential supporting evidence during evaluation.

Section 4 - Evaluation and Selection

4.1 Evaluation Process

A KID Selection Committee will evaluate responsive SOQs under KID procurement requirements. KID may verify references, request clarifications, conduct interviews, request equipment or documentation demonstrations, and negotiate with the highest-ranked contractors where legally appropriate. Non-responsive SOQs may be rejected. Final selection and contract authority are subject to Board approval.

4.2 Scoring

Criterion	Points
Responsiveness and minimum requirements	Pass/Fail
Relevant emergency water/wastewater and heavy-civil experience	25
24/7 availability, mobilization, and emergency-response approach	20
Personnel, equipment, materials, and depth of resources	20
Safety program, regulatory compliance, and federal grant documentation capability	15
References and demonstrated performance	15
Rate proposal, transparency, and overall value	5
Total	100

4.3 Scoring Scale

Rating	Meaning
5 - Excellent	Exceptional, specific, low-risk response materially exceeds the requirement.
4 - Very Good	Strong response that fully meets the requirement with clear advantages.
3 - Good	Acceptable response that meets the requirement.

Rating	Meaning
2 - Fair	Partially meets the requirement or presents material uncertainty.
1 - Poor	Minimally responsive, unclear, or high-risk response.
0 - Unacceptable	Does not address or cannot meet the requirement.

4.4 Interviews, Equipment Review, and Due Diligence

KID may invite the highest-ranked contractors to interview. KID may ask contractors to explain emergency dispatch, mobilization, incident command, equipment availability, bypass capabilities, safety procedures, cost tracking, federal documentation, and subcontractor coordination. KID may verify equipment ownership or availability, references, licenses, insurance, safety information, and federal compliance history.

Section 5 - Schedule and Submission

Milestone	Anticipated Date
RFQ advertised / issued	Wednesday October 14, 2026
Deadline to submit questions	Wednesday October 28, 2026 by 5:00pm
Final addendum, if any	Tuesday November 3, 2026
SOQ due	Tuesday November 10, 2026 By 2:00pm
Interviews, if required	Week of November 16 th
Notice of intended selection	Wednesday December 2, 2026
Anticipated Board action	Tuesday December 8, 2026
Target contract start	Monday January 11, 2027

5.1 Questions and Addenda

Questions shall be submitted in writing to James “Woody” Woodruff at jwoodruff@kidwater4ut.gov no later than 5:00 p.m. Mountain Daylight Time (MDT) on Wednesday, October 28, 2026. KID anticipates issuing the final addendum, if any, by Tuesday, November 3, 2026. Responses that modify or clarify the RFQ will be issued only by written addendum. Contractors are responsible for acknowledging all addenda.

5.2 Submission Instructions

Contractors shall submit one (1) hard copy of the SOQ in a sealed envelope clearly labeled “KID RFQ - Emergency Response Services,” with the contractor’s name and return address. The SOQ must be received no later than 2:00 p.m. Mountain Standard Time (MST) on Tuesday, November 10, 2026, at the

Kearns Improvement District offices, 5350 West 5400 South, Kearns, Utah 84118, and must comply with all requirements set forth in this Request for Qualifications.

The SOQ must be received by the deadline shown above. Late submissions may not be considered. The contractor bears all risk of timely delivery. Rate information shall be provided as a separately labeled section within the hard-copy SOQ. KID may request an electronic searchable PDF from shortlisted or selected contractors.

5.3 Confidential and Protected Information

Contractors shall clearly identify records for which they claim protected status, state the legal basis, and provide a redacted copy when requested. KID cannot guarantee nondisclosure under the Utah Government Records Access and Management Act (GRAMA). Contractors should avoid including unnecessary proprietary information in the public SOQ.

Section 6 - General Terms and Conditions

6.1 Reservation of Rights

KID may accept or reject any or all SOQs; waive minor irregularities; seek clarification; verify information; modify or cancel the RFQ before contract execution; select multiple contractors or no contractor; negotiate scope, terms, and pricing; use other contractors, mutual-aid resources, cooperative contracts, or emergency procurement procedures when appropriate; and take other action in KID's best interest consistent with applicable law.

6.2 Costs

KID is not liable for costs incurred in preparing an SOQ, participating in evaluation, or performing work before execution of an authorized written contract or emergency work authorization.

6.3 Public Records / GRAMA

KID is subject to the Utah Government Records Access and Management Act. Contractors must segregate and identify claimed protected records. A confidentiality legend alone does not determine classification.

6.4 Independent Contractor and Personnel

The selected contractor will act as an independent contractor and comply with applicable laws. KID may reject assigned personnel for reasonable safety, licensing, performance, or security concerns.

6.5 Insurance and Bonding

Before contract execution, selected contractors shall provide evidence of coverages and limits approved by KID, anticipated to include commercial general liability, automobile liability, workers' compensation/employer's liability, and umbrella/excess liability. Pollution or professional liability may be required when applicable.

6.6 Work Authorization and Contractor Call-Out

No work is authorized solely by selection under this RFQ. Work will be initiated by an authorized KID representative through an emergency work authorization, purchase order, task order, notice to proceed, or other method permitted by KID policy and applicable law. KID may contact selected contractors in an order it determines appropriate to the incident and may immediately contact another contractor if the first contractor cannot meet the required response.

6.7 Federal Grant and EPA Compliance

When KID identifies work as federally funded or potentially eligible for federal reimbursement, the contractor and all subcontractors shall comply with the applicable federal award requirements, including 2 CFR Part 200 procurement and contract requirements, applicable provisions of Appendix II to 2 CFR Part 200, labor standards, domestic-content requirements, EPA DBE requirements, debarment and suspension requirements, recordkeeping, audit access, and other award-specific conditions identified by KID. Where Davis-Bacon and Related Acts apply, the applicable wage determination and required EPA contract provisions shall be incorporated into the contract or work authorization. The contractor shall promptly notify KID of any potential compliance issue before procurement or installation whenever practicable. Failure to comply or provide adequate supporting documentation may cause costs to be determined ineligible for federal reimbursement and may result in withholding or other contractual remedies.

6.8 Documentation, Audit, and Records Retention

The contractor shall maintain records supporting labor, equipment, materials, subcontractors, invoices, work performed, safety, and compliance. Records shall be retained for the period required by the contract and any applicable federal award and shall be made available to KID and authorized auditors or agencies as required.

6.9 Subcontractors and Suppliers

Contractors shall identify material subcontractors and key suppliers. Applicable contract, safety, insurance, and federal funding requirements shall be flowed down as required. Substitution of material subcontractors may require KID approval as established by contract.

6.10 Emergency Materials and Substitutions

KID recognizes that emergency conditions can constrain material availability. Contractors shall obtain KID approval before using material substitutions whenever practicable. For federally funded work, no substitution shall be assumed to be compliant with BABA, AIS, or other domestic-content requirements without required documentation or an approved waiver/exception.

6.11 Contract Termination and Transition

The contract will include termination rights and an orderly transition obligation. The contractor shall promptly provide KID with project records, open work status, materials information, warranties, permits, test results, and other KID-owned or required records upon termination or reassignment.

6.12 Exceptions

All exceptions to the RFQ or proposed agreement must be listed in one clearly labeled section. Silence will be treated as acceptance for evaluation purposes, subject to final negotiation.

6.13 No Binding Oral Statements

Statements by KID personnel are not binding unless included in a written addendum, authorized emergency work direction, or an agreement approved and executed by authorized KID representatives.

Appendix A - Contractor Capability Matrix

Capability	Status	Available Resources / Subcontractor	RFQ Response Reference
24/7 emergency dispatch and escalation	Self-perform / Subcontract / Exception		
Water-main excavation and repair	Self-perform / Subcontract / Exception		
Sewer excavation and repair	Self-perform / Subcontract / Exception		
Bypass pumping and temporary piping	Self-perform / Subcontract / Exception		
Vacuum truck / jetting / CCTV	Self-perform / Subcontract / Exception		
Lift-station / force-main support	Self-perform / Subcontract / Exception		
Temporary generators and electrical support	Self-perform / Subcontract / Exception		
Trench safety / shoring / confined space	Self-perform / Subcontract / Exception		
Traffic control	Self-perform / Subcontract / Exception		

Capability	Status	Available Resources / Subcontractor	RFQ Response Reference
Crane / rigging / heavy hauling	Self-perform / Subcontract / Exception		
Fusion / welding / fabrication	Self-perform / Subcontract / Exception		
Concrete / asphalt / surface restoration	Self-perform / Subcontract / Exception		
Environmental / spill / SSO support	Self-perform / Subcontract / Exception		
Federal grant / EPA documentation	Self-perform / Subcontract / Exception		
Multi-crew / extended-shift disaster response	Self-perform / Subcontract / Exception		

Appendix B - Emergency Rate Schedule

Contractors shall complete this schedule or provide an equivalent schedule containing all requested information. State minimums included allowances, mobilization charges, overtime/holiday factors, standby rules, markups, and annual escalation. Do not bundle the required cost in an unidentified line item. Cost-plus-a-percentage-of-cost and percentage-of-construction-cost contracting methods are not permitted for federally funded work. This rate will be reviewed and updated every two (2) years.

Service / Resource	Unit	Regular Rate	OT / Holiday Rate	Notes / Minimums
Emergency mobilization	Per event / actual			
Project manager / superintendent	Per hour			
Foreman	Per hour			
Operator	Per hour			
Pipe layer / laborer	Per hour			

Service / Resource	Unit	Regular Rate	OT / Holiday Rate	Notes / Minimums
Skilled trade / technician	Per hour			
Excavator - small	Per hour			
Excavator - medium / large	Per hour			
Backhoe / loader	Per hour			
Skid steer	Per hour			
Dump truck	Per hour			
Vacuum truck	Per hour			
Bypass pump / pumping system	Per hour / day			
Generator	Per hour / day			
Trench box / shoring	Per hour / day			
Traffic control crew / devices	Per hour / day			
Crane / specialty equipment	Per hour			
Materials markup	Percent			
Subcontractor markup	Percent			

Annual escalation: _____ | Initial price-lock period: _____ | Travel/mileage: _____
 | Standby/minimum charges: _____

Appendix C - Federal Compliance and Documentation Checklist

Requirement	Contractor Response / Evidence
2 CFR Part 200 / award-specific federal contract provisions	
Davis-Bacon wage determination and labor documentation, when applicable	
Build America, Buy America (BABA) certifications / approved waivers, when applicable	

Requirement	Contractor Response / Evidence
American Iron and Steel (AIS) certifications / approved waivers, when applicable	
EPA DBE good-faith efforts and reporting, when applicable	
Debarment and suspension certification / verification	
Subcontractor flow-down of applicable federal requirements	
Daily labor, equipment, material, and subcontractor cost records	
Delivery tickets, invoices, manufacturer certifications, and photographs	
Cost segregation by incident / project / funding source	
Records retention and audit access procedures	

Federal requirements vary by award and funding program. KID will identify known award-specific requirements when issuing federally funded work. Contractors remain responsible for complying with requirements incorporated into the contract or work authorization and for timely raising potential compliance issues.