University of Delaware

Request for Proposals for RESRCH-2024-0279, Monitoring Well Construction

Issue Date: 10/31/2023
Question Due Date: 11/14/2023 by 2:00 PM ET*
Proposal Due Date: 11/28/2023 by 2:00 PM ET*

*Please Note: The University cannot accept late submissions.

Issuing Office:
University of Delaware | Procurement Services
proposals@udel.edu

Issuing Contact:
Shelly Powell
Procurement Services | Strategic Sourcing Specialist
shellyp@udel.edu
1. **SECTION 1 - INFORMATION AND INSTRUCTIONS FOR BIDDERS**
   This document provides interested bidders with sufficient information to navigate the University of Delaware Request for Proposal (RFP) process and enable them to prepare and submit proposals for consideration by the University of Delaware, hereinafter referred to as the University or 1743 Holdings, LLC.

**GENERAL INFORMATION**

1.1. **University of Delaware Overview** Tracing its origins to 1743, and chartered by the state in 1833, the University of Delaware is a land-grant, sea-grant and space-grant university. The University offers an impressive collection of educational resources. Undergraduates may choose to major in any one or more of over 130 academic majors. The University's distinguished faculty includes internationally known scientists, authors and teachers, who are committed to continuing the University's tradition in providing one of the highest quality undergraduate educations available. The University enrolls over 19,000 undergraduates and over 4,100 graduate students. As a state-assisted, privately controlled institution, the University seeks to enroll students from diverse backgrounds and a wide variety of geographic regions. Currently, more than 60 percent of on campus undergraduates are nonresidents who represent nearly every state and several foreign countries. The University has a presence throughout the state of Delaware, with its main campus in Newark, an additional campus located in Lewes, and satellite locations in Wilmington, Dover, and Georgetown. For additional information, visit [www.udel.edu](http://www.udel.edu).

1.2. **Issuing Office** This RFP is issued by the University's Procurement Services office (Issuing Office). Procurement Services assists University departments with the purchase of goods and services in an ethical and sustainable manner. The Issuing Office is the sole point of contact for this RFP. Bidders are not permitted to speak to any University personnel, whether in person, in writing or via telephone, about the RFP, except as indicated herein. For further information regarding the Issuing Office, please visit [http://www1.udel.edu/procurement/](http://www1.udel.edu/procurement/).

1.3. **Key Event Dates** Please note all Important Event Dates listed on the cover sheet of this RFP and plan accordingly. Bidder assumes all risks of submitting a proposal by the Proposal Due Date and Time. University is not responsible for internet or telecommunications failures or delays. **University will not allow a late submittal.** Failure to provide required information may result in disqualification.

1.4. **Questions and Answers** Questions or requests for clarification regarding this RFP must be submitted to the Issuing Office via email. Questions should be submitted before the Questions Due Date and Time. Responses to questions will be issued via Addenda. Questions should be directly tied to the RFP and asked in consecutive
order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP section number to which it relates.

From the Issue Date of this RFP until a determination is made regarding the selection of a Bidder, all contacts concerning this RFP must be made through the Issuing Office. If oral explanations or instructions are given to a Bidder such instructions shall not be binding on the University. Only information supplied by the Issuing Office via addenda regarding the RFP, should be used in preparing proposals.

Any and all other contact or information received regarding the subject prior to the release of this RFP should be disregarded in preparing responses. Any violation of these conditions is cause for the University to reject a Bidder’s proposal. If it is later discovered that any violations have occurred, the University will the reject the proposal.

1.5. **Statement of Work/Specifications** This RFP contains instructions governing the proposals to be submitted and the material to be included therein; a description of the services and/or objectives to be provided is set forth in Section 2 of this RFP. The “Statement of Work/Specifications,” as negotiated, will be incorporated into the contract.

1.6. **Proposal Preparation and Submission** Proposals are to be straightforward, clear, concise and specific to the information requested. In order for Proposals to be considered complete, Bidders must provide the information requested in Section 3, Proposal Requirements of the RFP.

If a Bidder intends to use a subcontractor(s), the Bidder must identify in its proposal the name(s) of the subcontractor(s) and clearly explain their participation. The University is committed to encouraging the development of minority-owned, woman-owned, veteran-owned, and/or small business enterprise. Bidder shall use commercially reasonable efforts to explore subcontracting opportunities with minority-owned, woman-owned, veteran-owned and/or small business enterprise where appropriate.

All proposals must be submitted electronically in PDF format to the Issuing Office via email to proposals@udel.edu no later than the Due Date and Time. All supplemental information must be submitted as requested in Section 3 of the RFP and clearly labeled with Bidder’s name and content.
TERMS AND CONDITIONS OF THE RFP PROCESS

1.7. **Contract Term** The Contract awarded as a result of this RFP will be in effect for (2) two years or until successful completion and University acceptance of work, whichever occurs sooner. Any extension to this Contract must be made in writing and signed by both parties. The original terms and conditions will remain in effect for any extension period. Unless otherwise agreed upon, pricing for each optional year is to remain the same as the original contract term.

1.8. **Addenda** The University reserves the right to modify this RFP for any reason, in part or in its entirety. The University may issue a change or clarification to requirements by means of an Addendum. Any Addenda will be issued to all Bidders for this RFP. Since all Addenda become a part of the requirements of the proposal, all Addenda must be acknowledged by the Bidder in the proposal. Failure to affirmatively acknowledge all Addenda may be grounds for rejection of the proposal.

1.9. **Cost Liability** The University is not liable for any cost incurred by Bidders prior to the issuance of a contract.

1.10. **Right to Cancel** The University reserves the right to cancel this RFP without any obligation and for any reason, in part or in its entirety. The University shall notify all responsive Bidders for this RFP via Addenda, of a decision to cancel the RFP.

1.11. **Validity of Proposal** Proposals submitted shall be valid for a period of one hundred and eighty (180) days. No work shall be performed until a contract has been fully executed and a Purchase Order has been issued.

1.12. **Agreement to Requirements, Terms and Conditions** By submission, Bidder agrees that it has thoroughly examined and fully understands all of the requirements, terms and conditions contained in this RFP; that it has carefully reviewed and fully supports the accuracy of its proposal; and that the University shall not be responsible for any errors or omissions on the part of the Bidder in preparing the proposal.

1.13. **Proposal Withdrawal** Bidders may change or withdraw a proposal at any time prior to the Proposal Due Date and Time. If during a bid evaluation process an obvious pricing error made by a Bidder is found, the University may issue a written notice to the Bidder. The Bidder shall have five (5) days after of the notice to confirm its pricing. If the Bidder fails to respond, its proposal shall be considered withdrawn, and no further consideration shall be given to it.

1.14. **Selection Committee** All proposals received from Bidders will be reviewed and evaluated by a committee of qualified University personnel. This committee will recommend for selection the proposal which most closely meets the requirements of
the RFP and satisfies University needs, based on cost and other relevant factors. The Selection Committee may choose to make use of the expertise of an outside bidder in an advisory role.

1.15. **University Right to Seek and Consider Additional Information** The University reserves the right to seek clarification and additional information on any point in connection with this RFP from any or all Bidders if it is in the University’s best interest to do so. The University reserves the right to check Bidder’s financial stability and ability to successfully undertake and provide the services required by this RFP. The University reserves the right to consider evidence of formal or other complaints against any Bidder(s) by the University for contracts held in the past or present by the Bidder.

1.16. **Negotiations** After evaluating proposals and prior to award of a Contract, the University may, at its sole discretion, enter negotiations with one or more Bidders. The primary purpose of negotiations is to maximize the University’s ability to obtain the best value based on the mandatory requirements, evaluation criteria such as quality, service, innovation, and cost. Multiple rounds of negotiations may, at the University’s sole discretion, be held with one or more bidders throughout the sourcing process. No Bidder has a right to participate in the negotiation process. Negotiations shall be structured by university to safeguard information and ensure that all Bidders are treated fairly. The University expects negotiations to be finalized within 30 days of notice of award.

1.17. **Site Visit** The University reserves the right to conduct site inspections of any facility(s) used by Bidder or any sub-contractor to the bidder that would be used to perform the services outlined in this RFP. This right extends to all facilities that the University is aware of or becomes aware of, whether or not the facility is listed in the Bidder’s proposal.

1.18. **Oral Presentations** Bidders should be prepared to discuss, demonstrate, and substantiate any area of their proposal, Bidder’s own qualifications for services, and any other area of university interest relative to Bidder’s proposal. The Issuing Office shall notify Bidder(s) if oral presentations are required. If Bidder fails to provide such a presentation when requested, the University may reject the Bidder’s proposal in its sole discretion. The University will be entitled to rely on all representations Bidder may make during such presentation. No comments about other bids are permitted during oral presentations. Bidders may not attend presentations made by their competitors.

1.19. **Rejection of Proposals** The University has the right to reject any or all proposals, wholly or in part, for any reason.
1.20. **Bidder Selection and Award** The University may make an award on the basis of the proposals submitted, without discussion, clarification or modification, or on the basis of negotiation with any or all of the Bidders. The University is not required to select a proposal or contract with a Bidder. At its sole option and discretion, the University may (i) waive any technicalities, informalities, or irregularities in any proposal; (ii) award a contract in whole or in part; or (iii) award multiple contracts to multiple bidders. If the University awards a contract, it will award the contract to the Bidder or Bidders whose proposal(s) is (are) the most advantageous to the University as determined by the University in its sole discretion.

1.21. **Notice of Award** The University will issue a Notice of Intent to Award once a selection has been made. This notice will require the completion and compliance of the documents outlined in **Attachment A** of this RFP. The University reserves the right to cancel this Notice at any time prior to completing a contract.

1.22. **Bid Protest Procedures** If a bidder wishes to protest an award made by the Issuing Office, the bidder must communicate in writing and address the protest letter to:

    University of Delaware Procurement Services  
    550 South College Ave  
    Newark, DE 19716  
    ATTN: Chief Procurement Officer

The protest letter must be received no later than five (5) business days of the award notice being issued. Protests received by the University after this date will be returned to the sender. Failure to timely file the bid protest shall constitute grounds for the University to deny the bid protest without further consideration. The protest letter must contain the following information:

    Bidder Name and contact information  
    RFP # and Title  
    Detailed reason for the protest  
    Documentation or information to support the bidder's protest.

The filing of a protest does not hold the contract award in abeyance pending completion of the protest determination unless the Chief Procurement Officer (CPO) determines that it is in the best interest of the University to keep the contract award pending the determination on the protest.

The CPO will have thirty (30) business days to review the protest letter and RFP file and make a decision on the protest. The CPO, at the CPO's sole discretion, may request a meeting with the bidder to ascertain additional information about the protest.
The CPO’s findings will be documented in a Protest Decision Letter and mailed to the bidder. All decisions of the CPO are final. The University is not required to meet with a bidder as part of the protest process or after a decision is made.

1.23. **Proposals Shall Belong to University** All information submitted in response to this RFP becomes the property of the University of Delaware and may become a part of any resulting contract. Award or rejection of a response does not affect this right.

1.24. **Code of Conduct and Fair Competition** It is the responsibility of the Bidder to notify the Issuing Office in writing of any possible conflict of interest as set forth herein. The University will investigate the matter and determine if an actual conflict of interest exists. The University reserves the right to cancel the award if, in its sole discretion, it determines that any interest disclosed from any source could give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Bidder. The University’s determination regarding any questions of conflict of interest shall be final.

1.25. **Contract Transition**
In the event services end by either contract expiration or termination, it shall be incumbent upon the Bidder to continue services, if requested by the University, until new services can be completely operational. The Bidder acknowledges its responsibility to fully cooperate with the University and the replacement Contractor to ensure a smooth and timely transition. Such transitional period shall not exceed more than ninety (90) days beyond the expiration date of the contract, or any extension thereof. The Bidder(s) will be paid for services during the transitional period at the rate in effect when the transitional period is invoked by the University.

1.26. **Additional Work and/or Special Projects**
The resulting Contract is set out for the scope of work and final response contained herein. The Bidder is not authorized to perform any additional work or special projects without first obtaining written approval and Purchase Order from University Procurement Services.

In the event the Bidder proceeds with additional work and/or special projects without the written approval of the University, it shall be at the Bidder's sole risk. UD shall be under no obligation to pay for work done without the University Procurement Service’s written approval.

1.27. **Option to Reduce or Increase Scope of Work Projects**
The University has the option, in its sole discretion, to reduce or increase the scope of work for any task or subtask called for under this Contract. In such an event, the
University Procurement Services shall provide advanced, written notice to the successful Bidder.

Upon receipt of such written notice, the successful Bidder will submit, within five (5) working days to University Procurement Services, an itemization of the work effort already completed by task or subtasks. The successful Bidder shall be compensated for such work effort according to the applicable portions of its cost proposal.

1.28. **Suspension of Work Projects**
University Procurement Services may, for valid reason, issue a stop order directing the successful Bidder to suspend work under the Contract for a specific time. The successful Bidder shall be paid until the effective date of the stop order. Work shall resume upon the date specified in the stop order or upon such other date as University Procurement Services may thereafter direct in writing. The period of suspension shall be deemed added to the approved schedule of performance. Both parties shall negotiate an equitable adjustment, if any, to the contract price.

1.29. **News Releases** News releases pertaining to this project will not be made without prior University approval, and then only in coordination with the Issuing Office.
2. SECTION 2 - SCOPE OF WORK

2.1. **Purpose** The purpose of work to be done as result of this RFP is to install monitoring wells to obtain hydrologic information in Sussex County, Delaware for a groundwater resource study.

2.2. **Background** The University of Delaware’s (UD) primary objective is to solicit proposals from water-well drillers licensed in the state of Delaware (Bidder) to install monitoring wells in Sussex County, Delaware as part of a ground-water study. The Delaware Geological Survey (DGS) proposes to expand our statewide monitoring network in Sussex County by adding 12 new monitoring sites that will host well nests (multiple wells at each site, each designated to monitor a specific aquifer). This project, and identification of the DGS as the agency responsible for conducting the work, was funded by a fiscal year 2024 capital appropriation from the State of Delaware.

2.3. **Workplan Outline** The primary tasks of the workplan are drilling and installation of monitoring wells by a commercial contractor. Maximum well depth at any site will be up to 600 feet to reflect target aquifers or water-producing zones and to maximize the number of wells that can be installed within the available budget. We are currently evaluating sites that would result in approximately 37 new wells encompassing an estimated 10,000 linear feet. The final number of wells and footage are dependent on results of drilling and geophysical logging at each site and the contractual costs for well installation.

2.4. **Locations, Permission To Drill, and Right-Of-Way** The exact locations will be selected and staked by the University. The sites will be level, clear of obstructions, and accessible. The University will obtain permission from the property owners involved for the successful Bidder to occupy any public or private property necessary to conduct operations and to provide access thereto. The Bidder will handle all utility clearances. The wells will be installed at 12 sites. See *Table 1 and Figure 1* for additional detail.

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### Table 1. List of Potential Sites for Well Installation

<table>
<thead>
<tr>
<th>Site ID</th>
<th>Site Name</th>
<th>Number of potential wells (Anticipated depths in feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Little Assawoman Bay Natural Area</td>
<td>2 (170, 350)</td>
</tr>
<tr>
<td>2</td>
<td>Great Cypress Swamp Natural Area</td>
<td>2 (110, 280)</td>
</tr>
<tr>
<td>3</td>
<td>Inland Bay Waste Water Plant</td>
<td>2 (190, 450)</td>
</tr>
<tr>
<td>4</td>
<td>Midlands Wildlife Area</td>
<td>2 (210, 380)</td>
</tr>
<tr>
<td>5</td>
<td>Industrial Forest Lands</td>
<td>3 (140, 215, 420)</td>
</tr>
<tr>
<td>6</td>
<td>Broadkill River Natural Area</td>
<td>3 (120, 170, 320)</td>
</tr>
<tr>
<td>7</td>
<td>Georgetown Layton Park</td>
<td>5 (115, 160, 370, 440, 500)</td>
</tr>
<tr>
<td>8</td>
<td>Seaford Williams Pond Park</td>
<td>4 (110, 245, 300, 380)</td>
</tr>
<tr>
<td>9</td>
<td>Laurel</td>
<td>5 (95, 134, 300, 360, 430)</td>
</tr>
<tr>
<td>10</td>
<td>Bridgeville</td>
<td>3 (205, 270, 325)</td>
</tr>
<tr>
<td>11</td>
<td>Redden State Forest</td>
<td>3 (264, 320, 410)</td>
</tr>
<tr>
<td>12</td>
<td>Greenwood East Toms Dam Branch Natural Area</td>
<td>3 (180, 265, 330)</td>
</tr>
</tbody>
</table>
The well sites chosen will be reasonably accessible and will have ample maneuvering space for the Bidder’s equipment. Structures, grounds, and natural environment around the sites must be protected, and therefore, the successful Bidder shall be liable for damage to property in connection with his/her operations. The successful Bidder will be held as having examined the sites with the University before commencing work in order to acquaint himself/herself with local conditions as no allowances will be made for any errors or negligence in this connection after work has commenced.
2.5. **Licenses and Drilling Permits** The Bidder must be a licensed Water Well Contractor in the State of Delaware. The Bidder will be responsible for obtaining all necessary State and local permits which may be required by law to perform the work defined in these specifications. The University will assist in the permitting process and provide necessary information such as Tax Parcel ID for properties to be drilled.

2.6. **Geologic Conditions** It is expected that the holes will be drilled through generally unconsolidated Coastal Plain sediments (sand, clay, gravel, shell beds) that may occasionally be cemented. Shallow monitoring wells constructed at these sites show that the water table is present within 8 feet of land surface.

2.7. **Equipment and Personnel to be Furnished by the Bidder**

2.7.1. Bidder shall provide hydraulic rotary drilling rig(s), all other equipment and materials, and experienced personnel necessary to drill and install monitoring wells to target depths of between 80 and 600 ft.

2.7.2. Bidder shall be responsible for mobilization of hydraulic rotary drilling rig(s), all other equipment and materials, and experienced personnel necessary to drill and install monitoring wells to and from the job sites. The Bidder will provide the cost of mobilization to and from the site in the proposal for this project.

2.7.3. If deemed acceptable to site owner(s), Bidder may construct mud pit(s) and utilize in lieu of a mud pan.

2.7.4. The Bidder shall provide any and all work required under these specifications. The Bidder shall maintain the equipment in good operating condition for the life of the contract. In the event that the equipment, judged on the basis of work completed to date, is considered unsatisfactory, thus endangering performance of the contract, the Bidder shall take necessary corrective action when notified in writing by the University.

2.7.5. The Bidder should provide security fencing where appropriate and water used for drilling.

2.8. **Working Schedule** The Bidder and the University, at the beginning of work, shall mutually agree on a work schedule to ensure University staff are able to be onsite during all work. If the work schedule is to be changed, the University and the Bidder shall mutually agree to such change 24 hours in advance of such change. Bidder must be willing to adjust schedules to fit within local noise ordinances and other limiting factors. If Bidder has multiple rigs available for this project and wishes to drill more than one hole on the same date(s), Bidder may conduct no more than two (2) drilling operations simultaneously.

2.9. **Period of Work** Work is anticipated to begin no later than April 1, 2024. The actual startup date shall be mutually agreed upon by the University personnel and the Bidder. Work will be completed within six (6) months of effective date of contract.
2.10. **Drilling and Well Construction Procedure** A schematic monitoring well construction diagram at a typical site is shown in figure 2. All work will be done in accordance with Delaware regulations governing the construction and use of water wells. Any drilling done utilizing the mud rotary method shall use only commercially prepared drilling mud. No sand, dirt, rock, old drilling cuttings, or any foreign materials shall be introduced into the drill holes except with prior knowledge and consent of the University. Only potable water may be used for drilling. The Bidder shall be responsible for supplying water if it is not available at the site. The Bidder will specify the cost of supplying water in the proposal for this project.
2.10.1. Hole Specifications: The holes shall be of such a diameter and straightness to permit installation of a 2-inch inside diameter (ID) monitoring well.

2.10.2. Drill-Cutting Samples and Driller’s Log: Samples of geologic materials may be taken by university personnel from drilling cuttings during drilling operations. The Bidder shall provide a facility or facilities for the collection of drill cuttings representative of the formations penetrated during drilling. Collection, packaging, and labeling of the samples will be the responsibility of the University. The Bidder shall keep a drilling log indicating the depth, drilling conditions, water encountered, and texture, color, and thickness of
each unit penetrated. This information shall be available to the University personnel at any time during the work. Upon review of the Bidder’s drilling log and the University’s drilling logs, the University and Bidder will determine the total depth drilled.

2.10.3. Geophysical Logging: After the holes have been drilled to at least the required depth, geophysical logs may be run in the borehole by the University. The logging shall be conducted as soon as possible after the hole is drilled, and the hole shall be conditioned as required for running the logging equipment in the holes. In the event the logs cannot be made to within ten (10) feet of the required depth of the holes, the holes shall be reconditioned or otherwise corrected by the Bidder without charge to the University. It is anticipated that no more than two (2) hours will be required to run geophysical logs for each hole. If the Bidder is required to standby more than two hours for the geophysical logging of the holes, the Bidder may be paid for standby time at a rate submitted with the proposal for this project.

2.10.4. Installation of Casing, Screen, Gravel Pack, Bentonite, and Surface Pad: The Bidder shall install temporary casing of sufficient length to seal off surficial materials if necessary. This casing shall remain the property of the Bidder whether or not he/she recovers it.

A protective outer casing, consisting of 8-feet x 6-inch of schedule 40 galvanized steel and locking cap is to be specified in the bid, furnished, and installed by the Bidder. The protective outer casing is to be set approximately 5-1/2-feet into the ground and extend just above the well casing.

The Bidder shall provide all well casing, screen, gravel and grout as required for the completion of the wells. The well casing shall be 2-inch ID plastic PVC (Schedule 40) and shall conform to applicable State regulations for domestic water-well installation. The well screen (up to twenty (20) ft) shall be 2-inch ID PVC (Schedule 40) machine-slotted well casing with a 0.015 -inch slot size. The depths of the well screens will be determined by the University, and are expected to range between 80 and 600 feet below land surface. A five (5) foot length of blank 2-inch PVC casing with an end plate shall be attached to the bottom of the screens to serve as a cellar. The University must be present for installation of all casing and screen. The top of the well casing is to be finished two feet above land surface.
The hole shall be filled with Morie No. 2 filter gravel or equivalent from the bottom of the hole to ten (10) feet above the top screen. Gravel pack shall be emplaced in the annular space between the well bore and the screen after the screen is installed using the tremie-pipe method. The wells at each site shall be constructed so that there is no vertical overlap between gravel packs. The filter gravel shall consist of material that is composed of sound, durable, sub-rounded to rounded quartz and/or quartzite, and shall contain no limestone or other calcareous materials, such as shell fragments, and no organic materials, such as wood fragments, charcoal, or lignite. The University must be present for installation of all filter gravel.

Bentonite or Portland cement grout shall be placed in the annular space between the casing and well bore, extending from the top of the gravel pack to land surface. The grout shall be placed with a tremie pipe starting at the top of the gravel pack and progressing upward to land surface, so as to insure an effective seal. The gravel pack and bentonite grout will be placed in a manner that will ensure that the grout will not infiltrate to within ten (10) feet of the top of the screen.

The Bidder has complete responsibility for grouting the annular space between casing and hole with grout according to State regulations so that no surface waste will contaminate fresh-water strata. The University must be present for installation of all grout.

2.10.5. Well Development: Wells shall be developed utilizing compressed air (air lift) and/or high velocity water jetting of the total screen length for a period of two (2) hours, then pumped at a minimum yield of five (5) gallons per minute for two (2) hours. In the event that the well does not provide the minimum yield and clear the water of drilling mud and turbidity, the University may require that the screen be further cleaned by air lift, bailing, and/or pumping to further aid in the well development. If a pump or other equipment is needed for additional well development, it shall be furnished by the Bidder at no extra cost to the University. The Bidder will specify the cost of developing the wells in the proposal for this project.

2.11. Well Reports and Filing Upon completion of monitoring wells, the Bidder will be responsible for completing well completion reports and submitting them to DNREC within the amount of time specified by Regulation.

2.12. Site Preservation All equipment shall be removed and any mud pits, wheel ruts, or other holes will be filled and compacted by the Bidder. Removal of all drill cuttings, excess cement, grout, and trash visible at the site will be the responsibility of the
Bidder. A site will be considered restored when all excess materials and trash are removed, holes are filled, and the land surface is restored to approximate pre-drilling condition. The University geologist will provide images of pre-site conditions, if requested. The work specified in this contract shall not be considered complete, nor will the invoice for the work be approved, until the site restoration is completed to the satisfaction of the University. The Bidder will specify the cost of site preservation in the proposal for this project.
3. SECTION 3 - PROPOSAL RESPONSE REQUIREMENTS

Bidder’s proposal must be submitted in the format outlined below. To be considered, the proposal must respond to all requirements in this part of the Request for Proposal (RFP). If a Bidder intends to use a subcontractor(s), the Bidder must identify in its proposal the names of the subcontractors and clearly explain their participation.

3.1. Executive Summary State in succinct terms your understanding of the problem presented or the good or service required by this RFP. Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided including highlights that differentiate your proposal.

3.2. SOW Response Bidder must provide a detailed response to affirm its ability to perform the Statement of Work outlined in Section 2 of this RFP. Describe in narrative form your technical plan for accomplishing the work. If applicable, include a schedule for the delivery of the services, e.g., number of meetings, recommendations for which the University personnel should participate, coordination with the university calendar.

3.3. Value Added Services Describe any additional services your firm can provide which are not specifically requested in this RFP but would enhance the services. Include any additional costs or expenses, if any, for these services. Bidder should also provide information on sustainability and diversity initiatives, if any.

3.4. Price Proposal Bidder must clearly delineate all costs, (all fees must be disclosed), with details about the various rates based on individuals assigned, their role and estimated hours and expenses. Be advised the University does not pay an upcharge on any reimbursable expense.

3.5. Business Profile Provide a detailed overview, describing your/the company’s background in the areas of consideration. Include main company location(s), number of years in business, number of full-time employees, and demonstration of capabilities.

3.6. Qualifications and Experience Include firm’s experience in providing a full range of sewer and drain cleaning services, planned or non-planned emergency. Experience shown should be similar in scope and size, and include work performed by individuals who will be assigned to this project as well as that of your company. Detail whether your role was as a primary bidder or a sub-bidder and note if the employees are still employed by your firm. If work was performed while employed by a previous firm that should be noted as well.

3.7. References List at least three (3) references related to relevant work, current or past, who can be contacted for verification of the firm’s relevant experience and professional
qualifications to meet the requirements set forth herein. Bidder shall include the following:

- Name of customer and business type
- Description of the services Bidder provided for the client’s project.
- Bidder’s role in the client’s project
- Start and end date of the Bidder’s engagement.
- Explain whether the project was delivered on time and on-budget.
- One or more contacts from the client. For each contact, you must include contact name, job title, address, telephone number, and e-mail address.

3.8 **Personnel** Provide names of the key personnel and describe the role each team member would play if the bidder were engaged. Include brief bios on each team member containing education and experience, and the specific role in the past project(s). Indicate the responsibilities each will have in the project and how long each has been with your company.

Please complete the following information about each person being proposed:

- Delaware License Number
- Years Licensed
- Qualifications and Experience with installing wells deeper than 450 feet.
- Qualifications, Training and Experience related to drilling muds.

3.9 **Sample Contract** If applicable, include “Bidder must submit a sample contract, which upon award shall incorporate University of Delaware Procurement Terms and Conditions provided in Attachment A.”

If Bidder chooses to take exception(s) to any part of the University Procurement Terms and Conditions, Bidder must attach to their proposal a document specifying any and all identified exception(s) and provide reason for any and all exceptions and, if applicable, attach any suggested replacement language. Any and all exceptions will be included as part of the overall proposal evaluation. The University reserves the right, in its sole discretion, to accept or reject any proposal based upon the identification of exceptions by Bidders. Unless specifically accepted by the University in writing, all proposed Bidder revisions and exceptions to the University of Delaware Standard Terms & Conditions and documents are rejected by the University.

3.10 **Attachments and Exhibits**

- **Attachment A – Conditions of Award:** Bidder must review, sign and submit the Conditions of Award document.
- **Attachment B – Conflict of Interest:** Bidder must review, complete, sign and submit the Conflict of Interest document.
• **Attachment C – Supplier Diversity Program Form:** Bidder must complete and submit the Supplier Diversity Program Form.

• **Attachment D – Pricing Spreadsheet and Equipment List** Bidder must complete and submit the Excel spreadsheet provided.

• **Attachment E – University of Delaware Master Services Agreement Example:** Agreeing and accepting UD MSA Terms “as is” will be a weighing factor in any award.
ATTACHMENT A
CONDITIONS OF AWARD

Upon an award by the University of Delaware, the selected Bidder(s) will be required to complete and comply with the items next to the marked check boxes. Where available, items have been linked to assist with further review.

<table>
<thead>
<tr>
<th>Items Required Prior to Issuing a Contract:</th>
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<tbody>
<tr>
<td>☒ W-9 Form</td>
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<tr>
<td>☒ Certificate of Insurance</td>
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<tr>
<td>☐ Public Works Certificate</td>
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<tr>
<td>☐ Performance Bond</td>
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If you are a new supplier, please complete the W9 form located at the following link:
[https://udapps.nss.udel.edu/w9_vendorReg/](https://udapps.nss.udel.edu/w9_vendorReg/)

Please provide reference number upon completion of the W9.

If you are a current supplier but have not received a purchase order from UD in over 18 months, please complete the W9 and return the reference number.

☐ Voluntary Product Accessibility Template (VPAT)

☐ Higher Education Community Vendor Assessment Toolkit (HECVAT)

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<th>Resulting Contract Documents:</th>
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<tbody>
<tr>
<td>☒ UD PO Only* (may include by reference this RFP, any addenda, &amp; selected Bidder’s proposal)</td>
</tr>
<tr>
<td>☐ UD Agreement (see attached)</td>
</tr>
<tr>
<td>☐ Bidder’s Proposed Contract*</td>
</tr>
<tr>
<td>☐ Special Contract Requirements (see attached)</td>
</tr>
<tr>
<td>☐ Business Associate Agreement</td>
</tr>
<tr>
<td>☐ Data Privacy and Security Addendum (DPSA)</td>
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*This contract document shall incorporate the University of Delaware Standard Terms & Conditions available at: [UD Terms & Conditions update 07/2023](#)

☐ By accepting the University of Delaware’s contract documents “as is” with no redlines will be considered as a weighing factor in selection of a vendor for this solicitation. Please check this box if that will be acceptable to your organization.

Bidder must sign below to indicate they fully understand and accept the requirements that will result from an award of this RFP. The selected Bidder will accept a University of Delaware issued Purchase Order (PO) as the commitment to start the services and will not start work until a PO or an expedited Notice to Proceed is received. If Bidder chooses to take exception(s) to any part of the above marked documents, including the terms and conditions applicable to each, Bidder must attach the identified exception(s) and provide reason for exception and, if applicable, suggested replacement language. The University reserves the right, in its sole discretion, to accept or reject any proposal based upon the identification of exceptions by Bidder. Unless specifically accepted by the University in writing, all proposed Bidder revisions and exceptions to these documents are rejected by the University.

______________________________________    ______________________________________
Authorized Signatory       Title

Company Name and Address

______________________________________
Print Name

______________________________________
Phone

______________________________________
E-mail

*RETURN OF THIS PAGE IS REQUIRED
ATTACHMENT B
CONFLICT OF INTEREST CERTIFICATION

The University of Delaware believes that full disclosure is the best way to avoid the potential for conflicts of interest. Accordingly, all respondents to this solicitation are required to complete this certification and submit with their response. Failure to complete this document with the requested information may disqualify your response. The University of Delaware, at its discretion, may also disqualify your response if any representation is deemed inaccurate or if it concludes that a potential conflict of interest may be present. Please initial one of the following, as applicable:

The respondent certifies that none of its directors, officers, employees, their immediate family members or close relatives are employed by or affiliated with the University of Delaware.

The respondent certifies that, except for the persons whose names are listed below, none of its directors, officers, employees, their immediate family members or close relatives are employed by or affiliated with The University of Delaware.

_______________________________________
_______________________________________

Please indicate below if, during the past calendar year, your company, directors, officers, employees, their immediate family members or close relatives have paid, given a gift, or provided other consideration having a value over $25.00 to any employee, officer or trustee of the University of Delaware.

Yes, a payment, gift or other consideration was provided to an employee, officer or trustee.

No, a payment, gift or other consideration was not provided to an employee, officer or trustee.

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Are you currently a student at the University of Delaware?

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Has your firm ever been involved in Federal debarment proceedings?

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We, (I), certify that the foregoing information is true, correct and complete.

Signature: __________________________________________
Print Name: _________________________________________
Title: ______________________________________________
Date: ______________________________________________

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ATTACHMENT C
SUPPLIER DIVERSITY PROGRAM

In keeping with our commitment to Inclusive Excellence, the University of Delaware believes that building relationships with small, minority-owned, veteran-owned, women-owned, disable-owned and other disadvantaged businesses is essential if we are to provide opportunities to a supplier base that is as diverse as the communities we serve. Participation in the University's Supplier Diversity Program provides access to the University procurement opportunities by matching qualified diverse suppliers with the needs of our internal business units. The goal of the program is to foster mutually beneficial relationships that add value to the University while, at the same time, contributing to the development of diverse businesses through workshops and consultations with the University's Procurement Services Department and Small Business Development Center.

Supplier Diversity Program, Getting Started:
http://www1.udel.edu/procurement/cmoutreach/getstarted.html

Classification: Choose one or more.
- Minority Business Enterprise (MBE)
  - African American
  - Asian
  - Hispanic
  - Native American
  - Other
- Veteran-owned Business Enterprise (VBE)
- Disabled-owned Business Enterprise (DBE)
- Small Business Enterprise (SBE)
- Women-owned Business Enterprise (WBE)

Certifying Agency: Choose one or more.
- City of Wilmington
- Delaware Department of Transportation
- Delaware Office of Minority & Women Business Enterprise (OMWBE)
- Minority Supplier Development Council of PA-NJ-DE
- National Women's Business Corporation (NWBOC)
- Small Business Administration (SBA)
- The National Minority Business Council, Inc. (NMBC)
- Women's Business Enterprise National Enterprise Council (WBENC)
- Other:

*RETURN OF THIS PAGE IS REQUIRED*
Please see the Microsoft Excel File released as part of this RFP.