Horizontal Directional Drilling/Boring Services

October 23, 2014

A VASCUPP Member Institution
Issued by
Procurement and Supplier Diversity Services
Charlottesville, Virginia
A. GENERAL INFORMATION

Request for Proposal (RFP) Name: Horizontal Directional Drilling/Boring Services

RFP Number: FM102314

Issue Date: October 23, 2014

Brief Description: The University of Virginia and its Facilities Management Department (“the University”) seek proposals from firms to provide quality and competitive Horizontal Directional Drilling/Boring Services.

Preproposal Questions: Any questions concerning this RFP must be sent to the buyer listed below no later than 12:00 p.m. Eastern Standard Time (“EST”), Wednesday, November 5, 2014 in order to guarantee a timely response prior to the proposal due date and time.

Proposal Due Date and Time: Monday, November 17, 2014, 3:00 p.m. EST. Firms will send two hard copies of their proposal, each individually bound, to the address listed in the contact information box below. Additionally, firms will include one complete electronic version of their proposal on a CD-ROM or USB Flash Drive, formatted in Microsoft Word, or Excel where applicable. The University reserves the right to reject proposals received after the stated due date and time.

Any trade secrets or proprietary information submitted with a proposal for which the firm seeks protection from public disclosure must be clearly identified by the specific page and section number in the proposal and accompanied by a suitable justification requesting non-disclosure. A firm may not request that its entire proposal be treated as a trade secret or proprietary information, nor may a firm request that its pricing/fees be treated as a trade secret or proprietary information, or otherwise be deemed confidential.

Negotiations: Negotiations, if needed, are scheduled to begin the week of December 15, 2014.

Expected Award Date: Week of February 9, 2015.

Term of Agreement: The term of any resulting Agreement(s) or Purchase Order(s) will be for three years, with the ability to renew on the same or similar terms and conditions, for two additional two-year periods if mutually agreeable to the University and the Selected Firm(s). The Selected Firm(s) and the University will mutually agree at least 180 days prior to each renewal period whether to renew the terms of the Agreement.
This Request for Proposal ("RFP") has been posted on Procurement and Supplier Diversity Services web site for your convenience. Addenda and attachments are posted if issued. The RFP can be downloaded at this web site: http://www.procurement.virginia.edu/pagerfp. It is the firm’s responsibility to ensure that the latest version of the entire RFP and related links are reviewed prior to submission of a proposal. We encourage you to check the web site frequently for any changes prior to the due date. Call (434) 982-5879 if you have trouble accessing the RFP from the web. For questions about the content of the RFP, contact the buyer listed above. Additional information can be found on the Procurement and Supplier Diversity Services web site: http://www.procurement.virginia.edu.

For ease of reference, each firm or individual receiving this RFP is referred to as a “firm” and the firm or individual selected to provide services for the University is referred to as the “Selected Firm.” This RFP states the instructions for submitting proposals and the procedure and criteria by which a firm may be selected.

B. SCOPE OF GOODS & SERVICES

It is the University's intent to enter into an Agreement with the Selected Firm(s) to include those Goods and Services ("the Services") necessary to help the University achieve the goals outlined in this RFP. In order to achieve these goals the Selected Firm(s) may be requested to provide the Services including, but not limited to, those outlined in this RFP. The University reserves the right to award to different Selected Firms to respectively provide any part of the Services discussed in this RFP and guarantees no amount of business resulting from any Agreement.

The University seeks a qualified firm(s) to provide quality and competitive horizontal directional drilling ("HDD")/ horizontal directional boring ("HDB") in a timely and professional manner on an as-needed basis.
The Selected Firm(s) will:

1. Furnish all labor, materials, tools, equipment, supervision and incidentals necessary to drill/bore, install, and fuse High-Density Polyethylene Pipe (“HDPE”) for use by various utility systems. Utility systems include, but are not limited to, chilled water, domestic water, storm sewer, sanitary sewer, gas, telecommunications, and electrical systems.

2. Ensure sufficient labor, materials, vehicles, equipment, supervision and incidentals necessary are available to complete all work requirements within the University’s specified time limits. The Selected Firm’s activities will at no time adversely affect the University’s daily operations. Utilities will remain in working order at all times unless otherwise approved in advance by the University’s designated representative (“University’s DR”).

3. Collaborate with University Staff to determine a sequence of construction operations that minimizes disruption, maintains access to adjacent areas of a project, and ensures all existing occupied areas remain operational at all times during projects. This may include, but is not limited to, planning for walkways, handicapped access, and barring entrances to construction areas, etc. The safety and convenience of students, faculty, staff, and visitors to the University is of utmost importance to the University. The Selected Firm will make safety and convenience a priority during all projects.

4. Locate and mark all utilities in the vicinity of a construction area/project (“Project”).

5. Obtain any/all required permits prior to the beginning of a project.

6. Comply with all Commonwealth of Virginia State Corporation Commission Division of Utility and Railroad Safety regulations, acts, and/or laws.

7. Ensure precautions are taken to prevent damage to existing property, structures and/or equipment in the vicinity of a project. The Selected Firm will immediately notify the University’s designated representative (“University’s DR”) whenever damages occur while providing Services. All damages will be promptly repaired as directed by the University’s DR and may be completed at the expense of the Selected Firm. Damages caused by the Selected Firm’s negligence or malfeasance will be repaired at no cost to the University.

8. Not perform excavations within five feet of any historic building utilizing heavy equipment. Only hand excavations are permitted within this zone. A minimum clear distance of three feet must be maintained at all times between any heavy equipment or motorized machinery and historic buildings.

9. Maintain proper air quality and cleanliness within a project areas and surrounding facilities.

10. Ensure all equipment and materials comply with all applicable codes and industry standards related to the equipment and/or materials. The University will not be responsible for the loss or damage of the Selected Firm’s equipment, materials, supplies and/or tools.

11. Obtain parking permits from the University’s Department of Parking and Transportation for all vehicles parked on University Grounds. Parking permits, tickets and/or towing charges are the sole responsibility of the Selected Firm. The University is not liable for any damage or expense resulting from illegally parked vehicles.

C. BASIS OF SELECTION
Proposals will be evaluated based upon the overall merits/value of the proposal including, but not limited to, price. The University will evaluate proposals, and if a firm is to be selected, select the firm on the basis of:

1. The firm's plan to provide the University with the Services described in Section B., Scope of Good & Services, and the quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided;
2. The firm’s relevant experience, qualifications and success in providing Services similar to those described in this RFP, to include the firm’s references from clients;
3. The contractual terms which would govern the relationship between the University and the Selected Firm;
4. The firm’s price proposal including, but not limited to, pricing, fees, payment discounts, etc.; and
5. The firm’s Small, Woman-owned and Minority-owned (SWAM) business status and/or the firm’s plan for utilization of SWAM businesses. For more information about SWAM and the University’s SWAM plan, please see the letter in Attachment 1 and refer to the following site: www.procurement.virginia.edu/main/publicpostings/rfp/SWAMplan.pdf

Note 1: A 10% minimum weight will be given to this criterion in evaluating proposals.

Note 2: Any questions related to SWAM business and SWAM subcontracting opportunities can be directed to Les Haughton, Director Supplier Diversity r, at (434) 924-7174 or lh7sn@virginia.edu.

The University reserves the right to award to different Selected Firms to respectively provide any part of the goods and services discussed in this RFP.

D. CONTENTS OF PROPOSAL

Proposals will be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis will be on completeness and clarity of content, and will be organized in the order in which the requirements are presented in the RFP.

Unnecessarily elaborate brochures and other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the firms’ lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

Firms will provide the following information in their proposal:

A. Goods and Services
   1. Provide a detailed description and the full specifications of the Goods and Services (“Services”) proposed. Each firm will indicate in its proposal the firm’s ability to achieve/comply with each specification. In the event that the firm wishes to propose an alternate specification that, in any way, differs from the above specifications, the firm will detail the proposed change(s) and how the proposed
change would compare to the listed specification. Proposals will be formatted in such a way to address each of the above specifications in a line-by-line process.

2. The estimated ship date of the Services from the time of the order (e.g., 10 weeks after order).

3. Information on the warranty associated with the Services the firm is proposing and any extended warranty (include the price) that might be available.

4. Provide descriptions of any Additional Services available on an as-needed basis. Firm fixed price quotations will be provided prior to the commencement of any/all requested services.

B. Financial Proposal

1. Provide pricing, to include any/all related costs, fees and/or expenses. Provide a description of how the University will be charged for the Services requested in this RFP, such as, but not limited to, shipping charges (the University’s shipping terms are FOB Destination), mobilization, travel, mileage, etc. Provide discount schedules where applicable. Include any additional discounts available for early payment of invoices. Ensure fees are provided for all Services’ categories proposed by the firm.

2. Provide the following pricing details:
   a. When or how often do price increases and/or escalation rates occur?
   b. What is the firm’s plan for dealing with price increase and/or escalation rates?

3. State the firm’s agreement to receive payments electronically via Bank of America’s (“BoA”) ePayables® method of electronic payment or BoA’s PayMode® method of electronic payment. Prior to contract award, the Selected Firm(s) will be required to contact the University Procurement and Supplier Diversity Departments’ Payment Processor Specialist group to set up its preferred method of receiving electronic payments [Phone: (434) 924-4212 and E-mail: uva-prs-boa@virginia.edu].

C. Firm Information

1. Provide a brief history of the firm and its experience, qualifications and success in providing the type of Services requested in this RFP.

2. Provide at least three references where similar Services have been provided. Include the name of the firm / organization, the complete mailing address, and the name of the contact person and telephone number.

3. Provide the firm’s Small, Woman-owned and Minority-owned (SWAM) businesses status and/or how the firm intends to utilize SWAM firms in regards to this particular procurement.

4. Provide a list of institutions of higher education with which the firm has signed a term contract.

5. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of the VASCUPP Members can be found at: https://vascupp.org

6. Complete and return Attachment 2, Firm Information (please type).
7. Provide information for the individual assigned to act as the coordinator for both the firm’s proposal and any subsequent responses required of the firm as a part of the RFP process.

The Selected Firm agrees to provide a named individual (“Account Manager”) to implement, perform, and manage provision of the Goods and Services. The University must approve the appointment of the Account Manager prior to execution of any Agreement with the Selected Firm. The Account Manager will be the University’s primary contact, although the Account Manager will be assisted by other members of the Selected Firm’s staff in completing key activities.

In the event that the Account Manager (or any other individual responsible for the University’s account) is no longer employed by the Selected Firm, is unavailable for any reason, or is performing in an unsatisfactory manner (as solely determined by the University); the Selected Firm will propose a replacement for that individual within a reasonable time frame, so as not to significantly delay the provision of the Goods and Services to the University. The University reserves the right to approve the replacement, or to cancel any resulting Agreement. If the University accepts a proposed replacement, the replacement will provide the Goods and Services at rates no higher than previously agreed and in accordance with all terms and conditions specified in the Agreement.

D. Contractual Arrangements
1. Provide the University with any form or contract the University may be requested to sign.
2. State the firm's acceptance of the University’s Mandatory Contractual Provisions.
3. State the firm's acceptance, with any proposed modifications, of the University’s Preferred Contractual Provisions.
4. Provide a written statement with the firm’s proposal that its principals or legal counsel have reviewed the Mandatory Contractual Provisions, and Preferred Contractual Provisions, and agree that these provisions will become a part of any final agreement.
5. Provide a list of clients with which the firm has signed a term contract that allows for cooperative procurement and/or if the firm has a General Service Accounting (GSA) schedule contract.

NOTE: Virginia Freedom of Information Act
Except as provided, once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a
summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (CD, etc.) with the trade secrets and/or proprietary information redacted. If all of these requirements are not met, then the firm’s entire proposal will be available for public inspection.

**IMPORTANT:** A firm may not request that its entire proposal be treated as a trade secret or proprietary information, nor may a firm request that its pricing/fees be treated as a trade secret or proprietary information, or otherwise be deemed confidential.

### E. TERMS AND CONDITIONS

This solicitation and any subsequent award is subject to:

- The Selected Firm registering as a vendor with the University of Virginia.  
  [https://www.procurement.virginia.edu/pagevendorregistrationform](https://www.procurement.virginia.edu/pagevendorregistrationform)

- Unless otherwise deemed appropriate by the University, the Selected Firm(s) will enroll in, and remain enrolled in, one of the University approved methods for receipt of electronic payments. Accordingly, the Selected Firm agrees to accept Bank of America’s (“BoA”) ePayables® method of electronic payment or BoA’s PayMode® method of electronic payment.

- The Selected Firm registering and accepting eVA Terms and Conditions prior to award.  

- The University’s Mandatory Contractual Provisions:  

- The University’s Preferred Contractual Provisions:  

**Note:** Unless a firm *expressly and specifically states its exception* to any of the Preferred Provisions in its written proposal, then the proposal from the firm will automatically be deemed to include those Provisions.

- The University's Procedure for Resolution of Contractual Claims  
F. OTHER INFORMATION

Insurance
Listed below is the insurance the Selected Firm must maintain under any Agreement resulting from this RFP. In no event should the Selected Firm construe these minimum required limits to be its limit of liability to the University. The Selected Firm will maintain insurance which meets or exceeds the requirements of the University with insurance companies that hold at least an A- financial rating with A.M. Best Company. No Agreement will be executed by the University until the Selected Firm satisfies the insurance requirements of the University. The Selected Firm may be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by the Selected Firm.

Commercial General Liability:
The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $1,000,000 per occurrence and a $3,000,000 aggregate with coverage for the following:

- Premises/Operations
- Products/Completed Operations
- Contractual
- Independent Contractors
- Personal Injury
- Underground Explosion & Collapse
- Additional Insured*

Automobile Insurance:
The Selected Firm and any Subcontractor will provide a minimum combined single Liability for bodily injury and property damage of $1,000,000 per occurrence with the following coverages for vehicles operated by their employees.

- Any Automobile
- Owned and Non-Owned Automobiles

Umbrella/Excess Liability:
The Selected Firm and any Subcontractor will maintain excess liability coverage of at least $2,000,000 per occurrence that provides coverage uniform with the underlying Commercial General Liability insurance.

Workers’ Compensation
The Selected Firm and any Subcontractor will maintain workers’ compensation insurance on all employees that complies with the Workers’ Compensation Act of Virginia and such policy of insurance will also provide for employers liability coverage with limits of not less than $500,000.

*Additional Insured:
The University will be named as an Additional Insured, and the proper name is: "The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees, and agents.”
Formation of the Agreement with the Selected Firm

All proposals received will first be carefully evaluated by the University, and then the University intends to conduct negotiations with two or more firms. After negotiations have been conducted, if the University chooses to make award, the University will select the firm which, in its opinion, best meets the needs of the University. Alternately, if the University determines in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, it may decide to negotiate and award an agreement to that single firm. In either event, the University intends to execute a mutually satisfactory written agreement which will reflect and largely incorporate this RFP as reconciled with any pertinent documents, such as the proposal submitted and relevant negotiation correspondence.

Because the University may choose to negotiate and award to a single firm as discussed above, each firm must include in its written proposal all requirements, terms or conditions it may have, and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

Any firm(s) invited to negotiations should note that the University reserves the right to begin negotiations by combining the best aspects of submitted proposals from all responding firms as the basis for subsequent formation of any Agreement resulting from this RFP.

Firms should also note that, as described above, certain matters will automatically be deemed part of the proposal.
Greetings:

The quality of service the University of Virginia is able to deliver to its customers is directly related to the excellent support we receive from you and many other outstanding suppliers of goods and services. Without you, we would not be able to fulfill our educational, health care and research missions. An important part of our procurement program involves our commitment to doing business with small, women- and minority-owned (SWaM) businesses. As one of our most important vendors, we look to you to help us achieve this objective.

We conduct substantial business with small firms. We have a particular institutional focus on developing long-term business relationships with minority-and women-owned businesses. We count on our majority firms to help us achieve our goal.

I seek your assistance in two areas. First, to the extent practical, I ask that you involve small, women-and minority-owned businesses in the delivery of services you provide to UVa. The office of Procurement and Supplier Diversity Services is ready to assist you in identifying qualified diverse business partners. Second, I seek your help in reporting your results through our quarterly subcontracting reports. The terms and conditions previously provided to your organization outlined this process.

This effort is important to us. We depend on you in so many ways – this is another way that we can partner with your company to make things better.

Sincerely,

Colette Sheehy
Vice President for Management and Budget
### Firm Information

**Full Legal Name** *(Company name as it appears with its Federal Taxpayer Number)*:

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<th>Address:</th>
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<th>Telephone Number:</th>
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<tr>
<td>Web Address:</td>
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<td>Email Address:</td>
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<th>DUNS Number:</th>
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**SWAM Information:**

Is the firm certified with the Commonwealth of Virginia’s Department of Minority Business Enterprises (DMBE):

<table>
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<tr>
<th>Minority-Owned Business:</th>
<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td>Women-Owned Business:</td>
<td>Yes</td>
<td>No</td>
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<tr>
<td>Small-Owned Business:</td>
<td>Yes</td>
<td>No</td>
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Is the firm registered as a vendor in the Commonwealth of Virginia’s e-procurement system (eVA)?

| Yes | No |

**Point of Contact for this Proposal:**

Name:

Address:

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<th>Office No.</th>
<th>Mobile No.</th>
<th>FAX No.</th>
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Email Address: