

**REQUEST FOR BID - N80684C**  
**FOR**  
**ASSOCIATION OF UNIVERSITIES FOR RESEARCH IN ASTRONOMY**  
**(AURA)**

**“AURA/NOAO LANDSCAPE/GROUNDS MAINTENANCE”**

**Operating the**  
**National Optical Astronomy Observatory**  
**Tucson, Arizona**

**BIDS MUST BE RECEIVED BY**

**Friday August 4, 2017, 3:00 p.m. MST**

Prepared by:

AURA/CAS  
Procurement Office  
950 N. Cherry Avenue  
P. O. Box 26732  
Tucson, AZ 85726-6732

2 June, 2017

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The following items are found on the AURA/NOAO Bid Opportunities webpage at:  
<http://auracas.aura-astronomy.org/?q=node/103>

- V. SAMPLE PROFESSIONAL SERVICES CONTRACT

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## **SECTION I.**

### **INSTRUCTIONS TO BIDDERS**

#### **ARTICLE 1.           DEFINITIONS**

1.1     All terms and conditions set forth in the Fixed Price Professional Services Contract template and attachments will be applicable to the final bid.

1.2     Bidding documents include: Request to Bid, Instructions to Bidders, proposed Professional Services Contract (on webpage at <http://auracas.aura-astronomy.org/?q=node/103>, and Scope of Work/Technical Specifications with support documentation, any amendments issued prior to receipt of bids and Vendor's Bid Form.

1.3     Any amendments as issued prior to bid award will become part of the documents when the Fixed Price Professional Services Contract is issued.

1.4     The "Contractor/Vendor Contract Documents" will consist of the following: Request for Bid, Instructions to Bidders, Vendor's Bid, the written Professional Services Contract between AURA, and the Vendor, the Scope of Work/Technical Specifications with the support documentation, and all amendments and/or modifications incorporated into the documents before their execution.

1.5     The Association of Universities for Research in Astronomy, Inc. is an Arizona non-profit corporation, hereinafter referred to as AURA. The term "AURA" includes its authorized representatives. AURA manages and/or operates astronomy "Centers" under cooperative agreements with the National Science Foundation. One such "Center" is the National Optical Astronomy Observatory ("NOAO").

1.6     The National Optical Astronomy Observatory (hereinafter "NOAO") has main facilities located at 950 North Cherry Ave., Tucson, AZ 85719.

1.7     The National Science Foundation, hereinafter referred to as the "NSF", is an agency of the United States of America created under the National Science Foundation Act of 1950. The term "NSF" includes its authorized representatives.

1.8     The "Bidder" is the person or organization who/that submits a Bid in accordance with these Bid Instructions and Procedures and proposes to perform the work described in the Statement of Work and/or specifications, and who/that proposes to perform the work described in the Fixed Price Professional Services Contract. The term "Bidder" may be used in lieu of the term "Contractor" or "Vendor" throughout these Bid documents.

1.9     The term "Subcontractor" means a person or organization, who/that has a direct agreement with the Vendor to furnish labor, or labor and materials, at the site of the work. The term also includes lower tier Contractors of a Subcontractor, but it does not include suppliers who/that furnish materials not worked to a special design according to the drawings and specifications. Nothing contained in

the Fixed Price Professional Services Contract Documents shall be deemed or construed to create any contractual relationship between AURA and any Subcontractor as defined above.

## **ARTICLE 2. DESCRIPTION OF PROJECT**

2.1 AURA/NOAO is releasing a Request for Bid (RFB) for a three year contract for landscaping/grounds maintenance work at its main facilities located at 950 N Cherry Ave, Tucson, AZ 85719.

## **ARTICLE 3. BIDDING PROCEDURES**

3.1 Bids shall be prepared on the forms provided in Section VI and include the following:

a. **Completed “Contractor’s Bid for Professional Services Contract”:** Bidder must complete in its entirety the contractor bid form labeled, “Section VI, Contractor/Vendor Bid Documents”, A. Contractor’s Bid for Professional Services Contract which will set forth Contractor’s bid on the project.

b. **Completed “Qualification Package”:** Bidder shall fully complete the “Qualification Package” forms which follow Section VI titled, “Contractor’s Bid Documents.” It is very important that Bidder complete in detail the references form included in the Qualification Package. Bidder may include a more detailed written description of the references provided and the work performed for each referenced firm highlighting significant accomplishments, if desired.

c. **License Numbers and Resolution.** The Bidder shall submit with its Bid, the Services Vendor’s License number(s) applicable to the work to be performed, and a copy of a corporate or LLC resolution certified either by the Secretary of the Corporation or by a Member of the LLC that the resolution passed at a meeting of the board of directors of the corporation or by the members of the LLC, validly called, at which a quorum of board members or LLC members were present, indicating who within the Bidder’s organization has legal authority to bind the organization on a contract. The Bidder shall include the information for their organization’s registrations with the Arizona Board of Technical Registration.

3.2 a. Prices quoted in the Bid(s) are to INCLUDE all applicable federal, state and local taxes.

b. Prices are to include the cost of all transportation, materials, equipment, tools, supplies, labor and services necessary or proper for the performance and completion of the work, except such as may be otherwise expressly provided for in the Bid documents.

3.3 In the event of a discrepancy between the prices quoted in the Bid in words and those quoted in figures, the words shall control.

3.4 Submission of the Bid. Subject to the following procedures and requirements, Bids may be submitted electronically or via delivery of a hard copy of the Bid Documents to AURA.

a. **Electronic Submission.** Bidder shall submit the documents described in Article 2.1 above electronically, in PDF format. **The date/time signature-marked no later than the due date and time for receipt of bids for this RFB.** The failure to timely submit these documents to

AURA in accordance with these rules shall result in the elimination of Bidder's Bid from consideration.

b. **In case of technical difficulties, a hand delivered copy may be sent to the following address:**

AURA  
950 N. Cherry Avenue  
Tucson, AZ 85719  
Attention: Sherri Abney

3.5 No other forms of submission of Bids will be considered. No other forms of submission for modifications to Bids will be considered. Modifications to Bids submitted may be made electronically or via the delivery of a hard-copy of the modified Bid Documents, if the modified Bid Documents are delivered to AURA in accordance with the rules set forth in 3.4 above on or before the 3:00 o'clock P.M. Mountain Standard Time on the Bid due date.

3.6 A Bidder may withdraw its Bid(s), either personally or by written request, at any time prior to the scheduled closing time for receipt of Bids.

3.7 A person, firm or organization who/that have submitted a sub-Bid to a Bidder, or who has quoted on materials to a Bidder, is not disqualified from submitting a sub-Bid or quoting to other Bidders.

3.8 Unless otherwise provided for in any addendum to these Bid Instructions, no Bidder may withdraw, modify or cancel its Bid(s) for a period of one hundred twenty (120) days after the time designated for receipt of Bids.

#### **ARTICLE 4 COMMUNICATION AND QUESTIONS**

Any questions or requests for clarification of this proposal should be directed to:

Sherri Abney, Contracts Administrator  
Association of Universities for Research in Astronomy, Inc.  
950 N. Cherry Avenue  
Tucson, AZ 85719  
Ph: 520-318-8103  
Fax: 520-318-8456  
Email: [sabney@aura-astronomy.org](mailto:sabney@aura-astronomy.org)

**Clarification or direction by other persons at AURA is not permitted during the RFB process.**

General or procedural questions can be addressed by telephone. Technical or scientific questions must be submitted by facsimile or email, and must be received at least three (3) business days before the due date for the proposals. All questions and responses will be provided to all parties present at the site visits.

## **ARTICLE 5. EXAMINATION OF DOCUMENTS**

5.1 AURA reserves the right to make additions, deletions, or modifications to the Bid documents in writing by amendment at any time prior to the closing date. If, in the opinion of the Contracts Officer (hereinafter CO), any such change causes an increase in the time required for submission of Bids, the CO may, at her sole discretion, adjust the closing date and time accordingly.

5.2 The Bidder shall examine the Bid documents carefully and, not later than three (3) days prior to the date for receipt of Bids, make a request for interpretation or correction of any ambiguity, inconsistency, or error which it may discover. All requests shall be made in writing, including postal services, next day services and via email, addressed to the AURA CO.

5.3 All interpretations and corrections shall be issued in writing by the AURA CO in the form of an Amendment. The Bidder shall not rely on any interpretation or correction given by any other method.

5.4 Prior to receipt of Bids, addenda, if required, will be mailed to each Bidder who has requested and/or has been sent the Bid documents.

5.5 The failure of any Bidder to receive or examine any form, instrument, amendment or other document, or failure to acquaint itself with existing conditions shall not relieve the Bidder from obligations and responsibilities with respect to its Bid or to the Fixed Price Professional Services Contract. The submission of a Bid shall be taken as prima facie evidence of compliance with this section.

## **ARTICLE 6. REPRESENTATIONS**

6.1 Each Bidder **must attend** one mandatory pre-bid/site visit meeting that is scheduled and visit the site of work prior to submitting a bid. Information about the location, date and time of the mandatory pre-bid/site visit meeting is set forth Section II of this RFB.

6.2 By submitting a Bid, each Bidder represents that it is familiar with existing conditions under which the work will be performed.

6.3 a. The Bidder, by submitting its Bid, represents that it has read and understands the Bid documents, and by submitting a Bid acknowledges acceptance of all of the Terms and Conditions of the Bid Documents as defined in 1.2 of these Bid Instructions.

b. Any exceptions to the Professional Services Contract Documents shall be stated on the Vendor's Letterhead, if available, and submitted with its Bid. Exceptions shall be stated clearly and concisely. If the Bidder has exceptions, alternative wording shall be provided for consideration by Bidder to the AURA CO.

c. The Bidder, by submitting a Bid, certifies that the Professional Services Contract Documents, have been reviewed and accepted by the Bidder, or that the Bidder has noted its exceptions to the Professional Services Contract Bid Documents with its Bid.

6.4 The Bidder shall submit with its Bid, the Bidder's License number(s), if applicable to the work to be performed, and a resolution indicating who within the Bidder's organization has authority to bind the organization.

## **ARTICLE 7. SUBSTITUTIONS**

7.1 a. Each Bidder represents that its Bid is based upon the specifications, materials and equipment described in the Bid documents, unless substitutions have been permitted in advance.

b. All Bids containing substitutions shall be accompanied by full and complete technical specifications for approval purposes. The AURA Technical Representative may request such other information as may be required for approval either before or after receipt of bids.

## **ARTICLE 8. COMPLETION TIME**

The Bidder shall specify the annual cost for the work described and the number of days per week needed on site, including the number of hours needed to complete the work. All costs included in the Bid shall be for the work to be completed within that period.

## **ARTICLE 9. EVALUATION OF BIDS**

9.1 Bids will be opened and evaluated privately after the deadline for receipt of Bids.

9.2 Bids will be evaluated based on the following factors:

- Cost to AURA
- Ability to meet technical specifications and scope of work
- Warranties provided by Contractor
- Contractor's qualifications and references
- Ability and history of successful completion of contracts of this type, meeting projected schedules, and overall experience performing similar work
- Material Vendors or Sub-Contractors used
- Exceptions to terms set forth in Vendor Agreement provided by Bidder

9.3 All bidding documents received are considered confidential and will not be released.

9.4 The award of the Fixed Price Professional Services Contract for the work described in the Scope of Work/Technical Specifications, if made by AURA, will be made to the responsible and qualified bidder. However, AURA shall determine, in its own discretion, which Bid best meets the requirements and qualifications of the Scope of Work/Technical Specifications and Professional

Services Contract and whether it is in the best interests of AURA to accept the Bid. Therefore, Bidder should ensure that all information requested is included in its Bid.

**ARTICLE 10. TIME PERIOD FOR EVALUATION OF BIDS; REJECTION OF BIDS; IRREGULARITIES**

10.1 AURA reserves the right to hold any or all Bids for a period of up to one hundred twenty (120) calendar days.

10.2 AURA shall have the right to take up to one hundred twenty (120) calendar days to evaluate the Bids submitted and to make a decision.

10.3 AURA reserves the right to accept or reject any or all Bids or any combination thereof, to withhold an award for any reason it may determine, or to waive any irregularities or informalities in the Bids or in the submission of Bids.

**ARTICLE 11. FORM OF AGREEMENT**

The form of agreement that will be used shall be a “Fixed Price Professional Services Agreement.” A template of the above mentioned contract and the terms and conditions incorporated by reference into said agreement may be found at AURA/NOAO Bid Opportunities webpage: <http://auracas.aura-astronomy.org/?q=node/103>. The final form of agreement presented to the Contractor selected to perform the work may vary from the template format attached hereto, depending on the Bid documents submitted by Contractor and other facts and circumstances deemed relevant by AURA.

**ARTICLE 12. LAW**

The laws of the state of Arizona shall govern the interpretation of these Bid Documents and the interpretation of the Fixed Price Professional Services Contract.

**ARTICLE 13. CONTRACTING WITH SMALL BUSINESSES, MINORITY-OWNED FIRMS AND WOMEN’S BUSINESS ENTERPRISES**

AURA encourages small businesses, minority owned firms and women’s business enterprises to bid on AURA jobs that they are qualified to bid on. Contractors seeking to bid on “AURA/NOAO LANDSCAPE/GROUNDS MAINTENANCE” project are encouraged to utilize, as much as possible, small businesses, minority owned firms and women’s business enterprises as subcontractors.



**ARTICLE 14.           AURA/NOAO BID OPPORTUNITIES WEB PAGE DISPLAYING  
BID OPPORTUNITIES; DUTY OF BIDDER TO CHECK WEB  
PAGE; PARTICIPATION IN PRE-BID MEETING AND  
PUBLICATION OF NAMES OF ATTENDEES WHO ATTENDED  
PRE-BID MEETINGS ON AURA/CAS BID OPPORTUNITIES WEB  
PAGE**

AURA has established a Web page to display AURA bid opportunities. The link to the webpage is:  
<http://auracas.aura-astronomy.org/?q=node/103>

The AURA/CAS Bid Opportunities Web page will display all pending RFB, RFPs, etc., issued by the AURA/CAS as well as any amendments issued to such RFBs, RFP's, etc. In addition, AURA shall display the name and contact information for any company which attends an AURA/NOAO pre-bid meeting on the AURA/CAS Bid Opportunities Web page for the purpose of apprising prospective subcontractors and the public which firms attended the pre-bid meeting(s). This will enable interested subcontractors to contact such firms for purposes of supplying subcontract prices. It shall be the Bidder's obligation to check the AURA/CAS Bid Opportunities Web page to view and obtain copies of amendments and announcements related to the RFB they seek to bid on.

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## SECTION II

### MANDATORY PRE-BID MEETING/SITE VISIT INFORMATION

There is one pre-bid/site visit meeting scheduled for this project. **To be eligible to bid on this project, the Bidder must attend this meeting.** The mandatory pre-bid meeting/site visit is scheduled for **3:00 p.m., MST on Wednesday, July 12, 2017.** The meeting will be held at the NOAO main facility located at 950 N Cherry Ave., Tucson, AZ 85712 (Southeast corner of N Cherry Ave. and 2<sup>nd</sup> St.).

Bidders attending the meeting are requested to assemble in the lobby of the NOAO headquarters, checking in with the administrative assistant (parking in the visitors parking area on the South side of the building). Attendees will meet with National Optical Astronomy Observatory (NOAO) facilities personnel and the AURA contracts personnel for a sit-down meeting to discuss the scope of work and technical specifications. Attendees will then walk the property with the staff.

Bidders should notify the AURA Contract Administrators Office at 520-318-8103 or email at [sabney@aura-astronomy.org](mailto:sabney@aura-astronomy.org) at least two (2) working days prior to the meeting date, to provide confirmation of their attendance at the mandatory pre-bid meeting and to obtain directions, if necessary.

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## **SECTION III**

### **SCOPE OF WORK/TECHNICAL SPECIFICATIONS**

#### **GENERAL SPECIFICATIONS LANDSCAPE AND GROUNDS MAINTENANCE REQUIREMENTS**

##### **GENERAL REQUIREMENTS**

- Provide all labor, material, supplies, and equipment necessary to maintain the NOAA Tucson facility grounds as noted on the attached Key Plans (Sheet 1 for Block 9 and Sheet 2 for Block 5) and as described in these specifications.
- All work shall be done in accordance with industry standards and regionally accepted landscaping practice.
- At the beginning of the Contract, the Contractor shall submit a proposed schedule and manpower projection as required to accomplish the work indicated.
- All work shall be accomplished on a regularly scheduled basis during normal NOAA working hours (6:00 am to 5:00 pm, Monday through Friday, except holidays). Any proposed weekend or holiday work must be scheduled and coordinated in advance.
- No work shall be allowed in the patio or service yard from 12:00 noon to 1:00 pm.
- All work shall be coordinated with AURA's designated contact person.
- Contractor shall provide the name of their contact person who can be reached by phone during the hours of 7:30 am to 4:30 pm, Monday through Friday. This person shall have the authority to give supervisory instruction to the crew assigned to this Contract.
- Contractor shall also provide a contact phone number for 24-hour, 7-day emergency service, with a maximum response time of 12 hours.
- At a designated on-site location (in the CFO Department), Contractor shall maintain a logbook to record the date and scope of all work performed, chemical usage, repair work performed, and any special problems encountered. This same logbook will be utilized by AURA's contact person to convey any deficiencies noted or special instructions. Contractor will take prompt action to correct the deficiencies and carry out the instructions.
- Contractor performance will be reviewed periodically for compliance with the terms of the Contract. Meetings will be held on an as-needed basis and will be attended by the current maintenance supervisor on behalf of Contractor, AURA Facility Manager, and AURA's designated contact person.

## **TRASH REMOVAL AND GENERAL CLEAN-UP**

- A regularly scheduled program shall be implemented for picking up trash from the grounds. All miscellaneous trash such as paper debris, plastic debris, drink cups, bottles, cans, cigarette butts, etc. shall be picked up and removed.
- All grounds shall be maintained generally clear of trash, leaf debris and other litter, with special attention given to building entrance areas and stairwells in the service yard.
- Paved patio areas and sidewalks shall be swept clean regularly and at the completion of other work around these areas.
- Decomposed granite and dirt areas shall be raked at least once per week to maintain a level uniform appearance and to remove miscellaneous debris.
- All bulky materials from pruning and trimming of plants shall be removed from the premises by the Contractor and disposed of properly. Small amounts of trash and debris collected during maintenance of the grounds may be disposed of in AURA's on-site dumpsters.

## **WEED/INSECT CONTROL AND FERTILIZATION**

- A regularly scheduled program for weed/insect control and fertilization shall be implemented.
- A one-time per week minimum spraying (with herbicide) and/or removal of all weeds and unwanted grass growth shall take place. Dead weeds, due to herbicidal spraying, shall subsequently be removed.
- All plants shall be inspected for insect infestation and/or damage. Pesticides shall be applied on a regularly scheduled basis and/or as required to prevent noticeable and irreversible damage to plants.
  - o Nutritional deficiencies in all plant materials shall be corrected as necessary.
- Ground cover and annual flowers shall be fertilized at least twice per year.

## **GRASS MAINTENANCE (in enclosed patios on Block 9)**

- Grass areas shall be mowed and edged every two weeks or more frequently, as required during rapid growth seasons.
- Grass cuttings shall be collected and removed.
- Grass areas shall be seeded for winter rye and fertilized as required to maintain growth during the winter season.
- Reseeding of bare spots with Bermuda grass shall be done on a regular as-needed basis to maintain full coverage within the defined grass areas.

## **INDIVIDUAL PLANT AND HEDGE TRIMMING**

- The various plant materials, including vines, hedges, brushes and desert plants, shall be pruned and trimmed as required to maintain the health of the plant, to remove old dead growth, and to shape plants appropriately for the areas they occupy.
- Shrubs shall be fertilized as necessary. Also, plant nutrition deficiencies shall be corrected, as needed.
- Special attention should be given to the height of plants, shrubs, and trees that are growing near or in front of building signage. Appropriate heights must be maintained so that signs are not blocked.
- All clippings shall be removed.

## **TREE MAINTENANCE**

- Trees shall be pruned as required to keep foliage clear of roof surfaces and to maintain headroom and side-clearance at passageways and sidewalks. Pruning shall also be done to remove dead or wind-damaged branches and to maintain healthy growth patterns.
- Pruned branches and foliage shall be collected and removed.
- Guying, staking or other supplemental support shall be installed and maintained as required to prevent structural damage to trees from wind or other adverse conditions.
- Pruning of palm trees to remove dead from the top shall be considered beyond the scope of this contract and shall be handled on a special request basis.
- Trees shall be fertilized.

## **FLOWER BEDS**

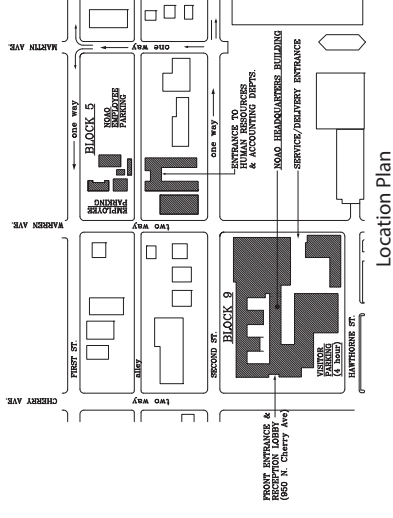
- Complete weeding, thinning, and edging of all flower beds.
- Cultivation of all flowers, as necessary.
- Fertilize and mulch all flowers, as necessary.
- Insect, pest, and disease control for flowers will be accomplished, as necessary.
- Annual flowers will be changed twice per year. Winter and summer annuals shall be provided by contractor and planted and maintained in the planter areas within the enclosed patio and at the Cherry Ave. and Second St. entrances.
- The Contractor shall work with AURA's designated contact person to discuss seasonal flowers and to provide a list of available flowers at least one week prior to semi-annual replacement .

## **IRRIGATION SYSTEM MAINTENANCE**

- The existing irrigation system, including time clocks, remote control valves, pressure regulators, piping, sprinkler heads and drip devices shall be regularly inspected (at least once a month) and maintained in proper working condition. Replacement of worn or defective parts shall be considered part of this basic maintenance task.
- More extensive work to expand or upgrade the existing irrigation system shall be considered beyond the scope of this contract and shall be handled on a special request basis.
- Automatic irrigation schedule shall be set and maintained by the Contractor as appropriate for the seasonal water needs of the plants in each zone.
- Any plants that die or are seriously damaged due to improper irrigation shall be promptly replaced at Contractor's expense
- Lawn irrigation systems shall be checked after each mowing. Any damage due to contractor's mowing shall be repaired immediately at no charge to AURA.

## **WORK PERFORMED ON SPECIAL REQUEST BASIS**

- Any suggested improvements that are beyond the scope of this contract, whether initiated by AURA Representative(s) or by Contractor, shall be quoted in writing by Contractor and approved in writing by AURA's Contractual Representative prior to proceeding with the work. This work may include, but is not limited to:
  - Installing new plant materials that are not otherwise covered by these contract requirements.
  - Installing new rock mulch or decomposed granite.
  - Expanding or upgrading the irrigation system.
  - Pruning the palm trees.



Location Plan

AREA WORK REQUIRED

A	1	2	3	5	6	
C	1	2	6			
D	1	6				
E	1	2	3	4	5	6
F	1	2	5	6		
H	1	2				
J	1					

**Work Requirement Key**

- ① Pick up trash such as beer bottles, cans, paper clips, etc.
- ② Remove unwanted grass and weeds.
- ③ Trim plants as needed and remove clippings.
- ④ Mow grass once every 2 weeks. (Min. seed for winter rye).
- ⑤ Cut and trim hedges, as needed.
- ⑥ Clean (sweep or blow-off) concrete pads and sidewalks.

See also accompanying specifications for additional miscellaneous requirements.

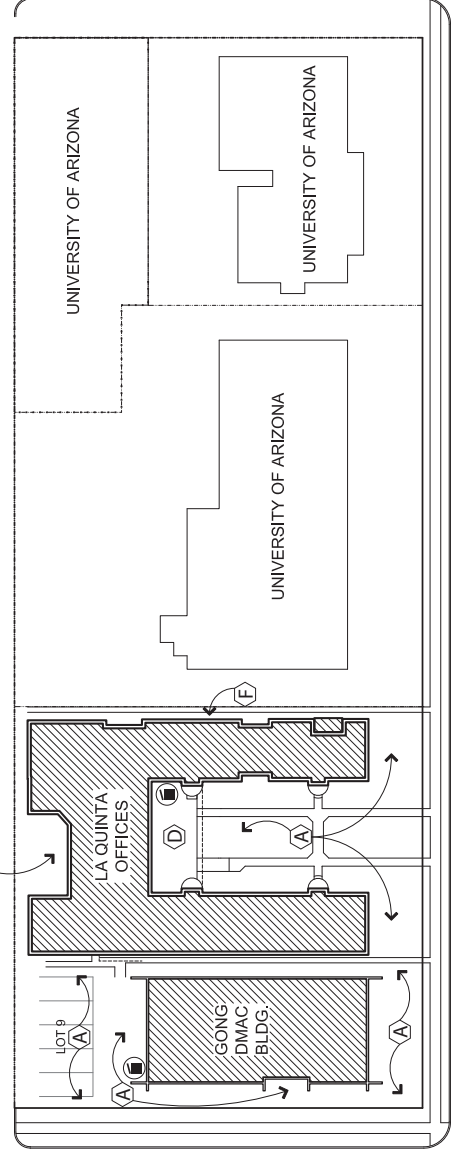
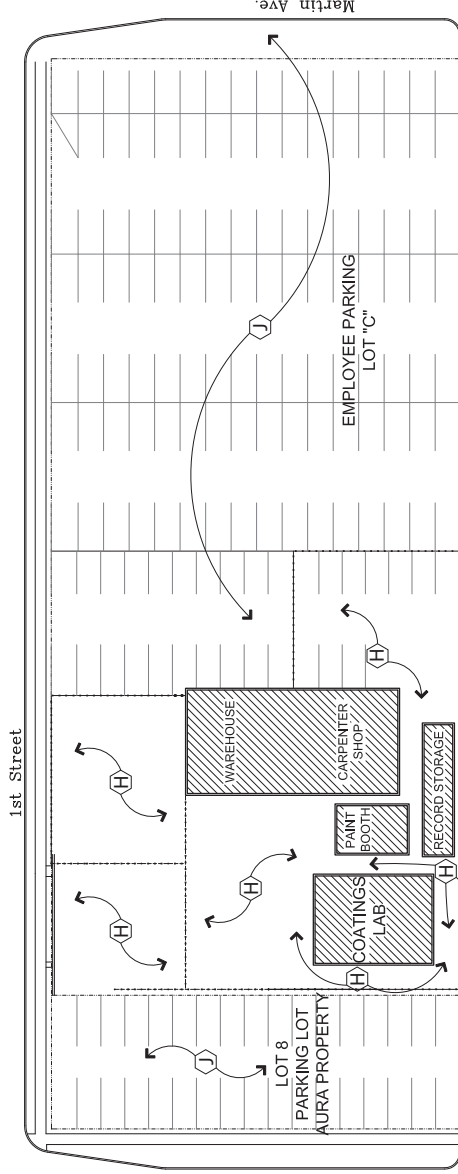
- ☐ Irrigation Control Unit

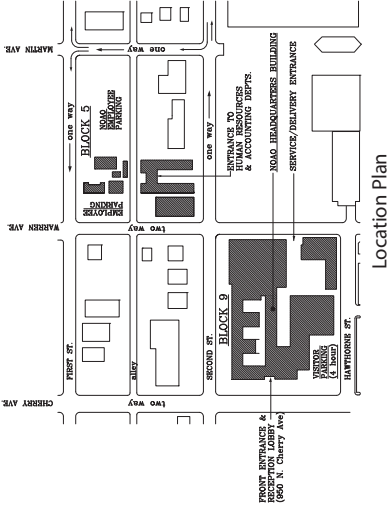
# BLOCK 5 FACILITIES

TUCSON HEADQUARTERS FACILITY

SCALE: N.T.S.

National Optical Astronomy Observatory  
 950 N. Cherry Avenue  
 Tucson, AZ 85719  
<http://www.noao.edu>



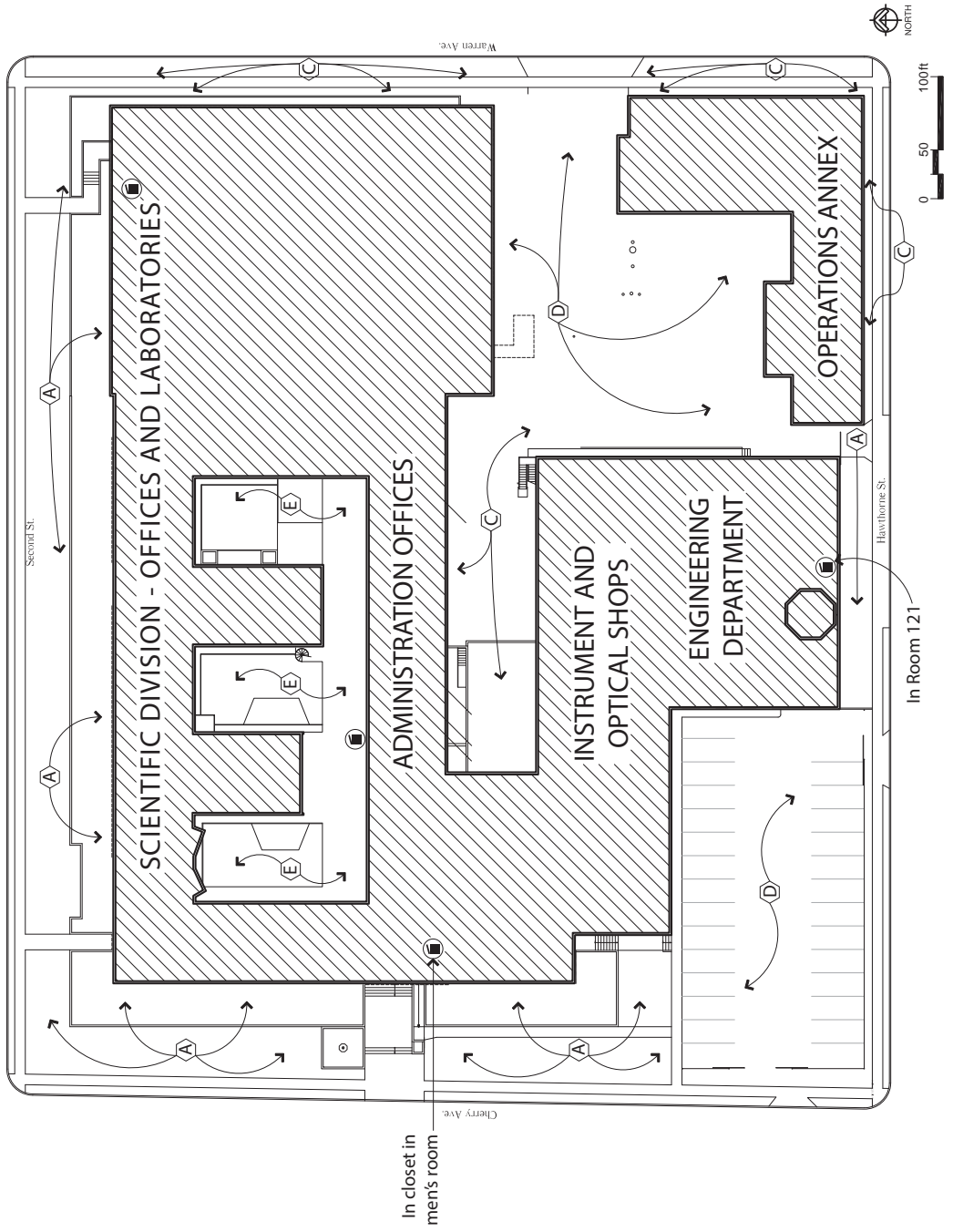


AREA WORK REQUIRED

A	1	2	3	5	6	
C	1	2	6			
D	1	6				
E	1	2	3	4	5	6
F	1	2	5	6		
H	1	2				
J	1					

- Work Requirement Key**
- 1 Pick up trash such as beer bottles, cans, paper clips, etc.
  - 2 Remove unwanted grass and weeds.
  - 3 Trim plants as needed and remove clippings.
  - 4 Mow grass once every 2 weeks. (Min. seed for winter rye).
  - 5 Cut and trim hedges, as needed.
  - 6 Clean (sweep or blow-off) concrete pads and sidewalks.
- See also accompanying specifications for additional miscellaneous requirements.

☑ Irrigation Control Unit



# BLOCK 9 FACILITIES

TUCSON HEADQUARTERS FACILITY

SCALE: N.T.S.

National Optical Astronomy Observatory  
 950 N. Cherry Avenue  
 Tucson, AZ 85719  
<http://www.noao.edu>





**SECTION IV.**

**CONTRACTOR/VENDOR BID DOCUMENTS  
FOR FIXED PRICE PROFESSIONAL SERVICES CONTRACT**

DATE: \_\_\_\_\_

RFB #N80684C Landscape/Grounds Maintenance

TO: Procurement Office  
AURA/CAS  
Attn: Sherri Abney  
950 N. Cherry Avenue  
Tucson, AZ 85721  
[sabney@aura-astronomy.org](mailto:sabney@aura-astronomy.org)

Via mail:

AURA/CAS  
Procurement Office  
950 N. Cherry Ave.  
Tucson, AZ 85719

1. By submitting this Bid, the Undersigned accepts all of the terms and conditions of the Bidding Documents as defined in 1.2 of the Instructions to Bidders.
2. In compliance with AURA's Request for Bid No. N80684C and Instructions to Bidders, the Undersigned hereby proposes to furnish all labor, materials, equipment and supplies to perform the work for AURA's Project, titled, "Landscape/Grounds Maintenance" in accordance with the Scope of Work/Technical Specifications, and pertinent Fixed Price Professional Services Contract Documents.
3. The Undersigned hereby specifies, in accordance with Article 7, Completion Time, of Instructions to Bidders, that the work shall be begin within \_\_\_\_\_ **calendar days** after signing the Fixed Price Professional Services Agreement and receiving a written notice to proceed.
4. In accordance with the above completion schedule (Paragraph 3) and attached scope of work and technical specifications, the Undersigned hereby proposes to accomplish the work described above for the TOTAL of:

Landscape/Grounds Maintenance Contract

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)  
Annual cost

5. To facilitate the bid review process, please provide below a general cost breakdown of the bid total in Paragraph 4 above. Note that costs may include both material and labor, or can be separated into cost for material and cost for labor. If an item that is listed is not included in this project, please enter a value of zero for this category.

If more room is needed, a separate page may be used for the cost breakdown.

6. The cost of the bid guaranty (if required) is: N/A

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_).

7. The cost of the performance bond (if required) is: N/A

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_).

8. The cost of the payment bond (if required) is: N/A

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_).

9. The amount allocated to taxes is:

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_).

\_\_\_\_\_  
(Legal Name of individual, firm or Corporation Bidding)

\_\_\_\_\_  
(Complete Business Address)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Title)

## Qualification Package

### ASSOCIATION OF UNIVERSITIES FOR RESEARCH IN ASTRONOMY, INC.

#### CONTRACTOR/CONSULTANT QUALIFICATIONS

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This form is used to obtain information from Contractors/Consultants about their qualifications. The information that is used to evaluate them is taken from this form as well as from other sources, including but not limited to the proposal submitted by Contractor/Consultant, performance evaluations, any additional data requested by the Association of Universities for Research in Astronomy, Inc., outside research and interviews with the most highly qualified Contractors/Consultants and their references.

#### GENERAL INSTRUCTIONS

This form presents the qualifications for a specific contract. Carefully comply with instructions when preparing and submitting this form. Be as concise as possible and provide all information pertaining to this project and contract.

#### DEFINITIONS

**Association of Universities for Research in Astronomy, Inc. (AURA):** AURA is a consortium of universities, and educational and other non-profit institutions that operates world-class astronomical observatories that AURA terms "centers." AURA's members are 42 U.S. institutions and 4 international affiliates. AURA views itself as acting on behalf of the science communities that are served by its centers, and as a trustee and advocate for the centers' missions.

**Contractor/Consultant: (Contractor):** A company or individual providing goods and/or services required for a program or project.

**Discipline:** Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

**Key Personnel:** Individuals who will have major contract responsibilities demonstrated through unusual or unique expertise, e.g. architects, engineers.

**National Optical Astronomy Observatory (NOAO):** The National Optical Astronomy Observatory (hereinafter "NOAO") main facilities are located at 950 North Cherry Ave., Tucson, AZ 85719.

#### SPECIFIC INSTRUCTIONS

##### Contract-Specific Qualifications

##### Section A. Contract Information.

##### Contractor Point of Contact.

1 - 5. Name, Title, Name of Contractor, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the contractor that AURA may contact for additional information.

## **Section B. Sub-Contractor Information.**

6 - 8. List any sub-contractors (if applicable). Provide Company name, address, and role in this contract. Then provide the firm's name, full mailing address, and a brief description of the role of each firm's performance activities in this contract. The named subcontractors and outside associates or consultants must be used. Any changes warrant approval by the AURA/NOAO contracting officer. If needed, attach an additional sheet in the same format as Section C.

## **Section C. Business References**

## **Section D. Representations and Certifications**

The Contractor is requested to check the appropriate boxes making the Representations and Certifications of the project a formal part of its pre-qualification. Failure to provide this information will prevent your company from being pre-qualified.

9. Small Business and Small Disadvantaged Business Contracting Program. AURA/NOAO maintains a Small Business and Small Disadvantaged Business Contracting Program. Check Business Size as Small or Large as defined. Check as many that apply under the Business Classification. Check one under Business Status, for IRS reporting requirements.

10. Identification Numbers. Enter appropriate D-U-N-S Number and Federal Employee Identification Number and (Central Contractor Registration Number) (or Social Security Number, if appropriate).

## **Section E. Debarment/Suspension Status**

The Contractor is required to read and certify the understanding of the debarment procedure and process.

11-12. Signature and Date: Signature and Date of an authorized representative attests that the information provided is current and factual.

13-14. Name, Title, and Address.

## **Section F. Byrd Anti-Lobbying Amendment Certification**

The Contractor is required to read and certify that it has not used federal appropriated funds to pay anyone for influencing an agency or a member or employee of Congress in connection with the award of any federal contracts, grants, loans or agreements.

15-17. Signature, Date and Title: Signature and title of an authorized representative who certifies to the truthfulness of the statements set forth therein.

## **Section G. Qualification of Corporate Signature**

Signature of the qualified person authorized, empowered, and directed on behalf of the Contractor to make and execute bids, offers, and contracts is required.

18-19. Signature and Date: Signature and Date of Contractor's officer to attest that the officer signing the Bid Documents is authorized to make and execute bids, offers, and contracts binding upon this corporation for the offer and sale of goods and/or services by this corporation in the course of its business in an amount specified in the Contractor's Bid Document.

20-21. Name, Title, and Address.

#### **Section H. Qualification of Limited Liability Company Signature**

Signature of the qualified person authorized, empowered, and directed on behalf of the Contractor to make and execute bids, offers, and contracts is required.

22-23. Signature and Date: Signature and Date: Signature and Date of Contractor's member/manager/officer to attest that the individual signing the Bid Documents is authorized to make and execute bids, offers, and contracts binding upon this limited liability company for the offer and sale of goods and/or services by this limited liability company in the course of its business in an amount specified in the Contractor's Bid Document.

24-25. Name, Title, and Address.

#### **Section I. Certification that no Conflict of Interest Exists.**

The Contractor is required to read and certify that no organizational conflict of interest exists as defined in the certification form.

26-28 Signature of authorized representative, date and printed name of authorized representative and title of authorized representative.

#### **Section J. Additional Information**

Use this section to provide additional information specifically requested or to address selection criteria not covered by the information provided.

#### **Section K. Declarations**

29. Signature and Date: Signature and Date of Contractor's officer to attest that the information contained in the Bid Documents is true and correct and to confirm that the Contractor understands its statements in the Bid Documents are subject to investigation and that dishonest answers may be grounds for disqualification and may subject the Contractor and its representative to criminal and civil liability.

[The remainder of this page is intentionally left blank.]

**Section A. Contract Information**

Contractor Point of Contact

1. Name and Title: \_\_\_\_\_
2. Name of company: \_\_\_\_\_
3. Telephone number: \_\_\_\_\_
4. Fax number: \_\_\_\_\_
5. E-mail address: \_\_\_\_\_

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**Section B. Sub-contractor (ONLY if applicable)**

6. Company Name: \_\_\_\_\_
7. Address: \_\_\_\_\_
8. Role in this contract: \_\_\_\_\_

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**Section C. BUSINESS REFERENCES:**

On a separate sheet of paper, list five customers for whom your business is currently providing the same or similar services as those covered in the scope of work/technical specifications described in Section III of this RFB. Include all information requested below.

Please provide: the name of the business, the point of contact name and email contact information, the address, their phone and fax numbers and the type of project completed for the references:

**You may include any other information or documentation that may assist AURA in evaluating your qualifications.**

## D. REPRESENTATIONS AND CERTIFICATIONS

The contractor, by checking the appropriate boxes makes the following Representations and Certifications as a part of its bid (proposal). Submitted in response to the request identified above:

### 9. Small Business/Small Disadvantaged Business Contracting Program

AURA/NOAO maintains a “Small Business” and a “Small Disadvantaged Business” Contracting Program. Please check the appropriate circles below.

#### Business Size (check one)

- Small A domestic concern that is independently owned and operated, is not dominant in the field of its operations, qualifies under the criteria covering annual receipts set forth in Section 3 of the Small Business Act and does not employ more than 500 employees.
- Large A domestic concern which, including domestic and foreign divisions and affiliates, normally employs 500 or more persons, is independently or publicly owned or controlled and operated, and which may be division of another domestic or foreign concern.

#### Business Classification (check as many as are applicable)

- Minority 51% of business is owned by one or more socially and economically-disadvantaged individuals and whose management and daily business operations are controlled by one or more of such individuals.
- Socially and economically disadvantaged individuals including, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other minorities, or any other individual found to be disadvantages pursuant to Section 8(a) of the Small Business Act.
- Native Americans include American Indians, Eskimos, Aleuts, and Native Hawaiians. Asian-Pacific Americans include United States citizens whose origins are Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, and Taiwan.
- For assistance in determining your business size and socially and economically disadvantaged status, contact the nearest office of the Small Business Administration.
- Women-Owned A business that is at least 51% owned, controlled and operated by a woman or women.
- Note:** “Controlled” is defined as exercising the power to make policy decisions. “Operated” is defined as actively involved in the day-to-day management.





**E. DEBARMENT/SUSPENSION STATUS –**

Contractor certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a covered transaction by any Federal department or agency;

(b) have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in paragraph b of this certification; and

(d) have not within a three year period preceding this proposal for bid had one or more public transactions (Federal, state or local ) terminated for cause or default.

The Contractor agrees to provide immediate notice to the AURA/NOAO/WIYN Contracting Officer in the event of being suspended, debarred, or declared ineligible by any department or Federal Agency, or upon receipt of a notice of proposed debarment that is received after the submission of the bid or offer, but prior to the award of the purchase order or contract.

**CERTIFICATION**

The Contractor hereby certifies that he or she has read the above Debarment/Suspension Status requirements and that he or she understands and will comply with these requirements.

Please advise this facility as soon as possible when the status of your company changes from that indicated above.

11. SIGNATURE OF AUTHORIZED REPRESENTATIVE:

\_\_\_\_\_

12. DATE SIGNED: \_\_\_\_\_

13. NAME AND TITLE OF SIGNER (PRINT OR TYPE):

\_\_\_\_\_

14. ADDRESS: \_\_\_\_\_

\_\_\_\_\_

**F. BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION (31 U.S.C. §1352)** (To be signed with each bid or offer exceeding \$100,000.00)

Contractor certifies, to the best of its knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions to the [as amended by "Government wide Guidance for New Restrictions on Lobbying, "61 Fed. Reg. 1413 (1/19/96). Note Language in paragraph (2) herein has been modified in accordance with Section 10 of the lobbying disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S. C. 1601 *et seq.*)].

(3) Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

**CERTIFICATION**

Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, contractor understands and agrees that the provisions of 31 U.S.C. A 3801 *et seq.*, apply to this certification and disclosure, if any.

15. SIGNATURE OF AUTHORIZED REPRESENTATIVE:

\_\_\_\_\_

16. DATE SIGNED:

\_\_\_\_\_

17. NAME AND TITLE OF SIGNER (PRINT OR TYPE):

\_\_\_\_\_

**G. QUALIFICATION OF CORPORATE SIGNATURE**

(To be completed if Contractor is a corporation.)

\_\_\_\_\_, incorporated in the  
(Name of Corporation)

State of \_\_\_\_\_.

**RESOLVED THAT:**

\_\_\_\_\_, \_\_\_\_\_  
(Name) (Title)

of this corporation is hereby authorized, empowered, and directed, for and on behalf of this corporation and its corporate name, to make and execute bids, offers, and contracts binding upon this corporation for the offer and sale of goods and/or services by this corporation in the course of its business in an amount up to:

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

**CERTIFICATION**

I hereby certify that I am a/the duly elected and qualified \_\_\_\_\_, of the above named corporation, that the forgoing is a true and correct statement of a resolution adopted at a meeting of the Board of Directors of said corporation, and that the foregoing resolution is in full force and effect, and has not been withdrawn, repealed, amended, or canceled.

IN WITNESS WHEREOF I have hereto set my hand on behalf of said corporation.

18. SIGNATURE OF OFFICER: \_\_\_\_\_

19. DATE SIGNED: \_\_\_\_\_

20. NAME AND TITLE OF SIGNER (PRINT OR TYPE):  
\_\_\_\_\_

21. ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

**H. QUALIFICATION OF LIMITED LIABILITY COMPANY SIGNATURE**

(To be completed if Contractor is a limited liability company.)

\_\_\_\_\_, organized in the  
(Name of Limited Liability Company)

State of \_\_\_\_\_.

RESOLVED THAT:

\_\_\_\_\_, \_\_\_\_\_  
(Name) (Title)

of this limited liability company is hereby authorized, empowered, and directed, for and on behalf of this limited liability company and its limited liability name, to make and execute bids, offers, and contracts binding upon this limited liability company for the offer and sale of goods and/or services by this limited liability company in the course of its business in an amount up to:

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

**CERTIFICATION**

I hereby certify that I am (i) a member or (ii) a/the duly elected and qualified/appointed \_\_\_\_\_, of the above named limited liability company, that the forgoing is a true and correct statement of a resolution adopted at a meeting of the members/managers of said limited liability company, and that the foregoing resolution is in full force and effect, and has not been withdrawn, repealed, amended, or canceled.

IN WITNESS WHEREOF, I have hereto set my hand on behalf of said limited liability company.

22. SIGNATURE OF MEMBER/MANAGER/OFFICER: \_\_\_\_\_

23. DATE SIGNED: \_\_\_\_\_

24. NAME AND TITLE OF SIGNER (PRINT OR TYPE):  
\_\_\_\_\_

25. ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

**I. CONFLICTS OF INTEREST CERTIFICATION**

(a) Contractor warrants that to the best of its knowledge and belief, and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and the prospective contractor’s organizational, financial, contractual or other interest are such that:

- (i) award of the contract may result in or be the result of an unfair competitive advantage;
- (ii) the Contractor’s objectivity in performing the contract work may be impaired; or
- (iii) that the Contractor has disclosed all relevant information and requested AURA to make a determination with respect to this Contract.

(b) Contractor agrees that if, after award, it discovers an organizational conflict of interest with respect to this Contract, it shall make an immediate and full disclosure in writing to the AURA Contracts Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The AURA Contracts Officer may, however, terminate the contract for the convenience of AURA, if it would be in the best interests of AURA to do so.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the AURA Contracts Officer, the Contracts Officer may terminate the Contract for default.

(d) Contractor shall require a conflict of interest disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to AURA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in such consultant agreements or subcontracts involving performance or work under this Contract.

I declare under penalty of perjury that all statements and information contained in this document and any accompanying documents are true and correct, with full knowledge that all statements made in this document and any accompanying documents are subject to investigation and that any false or dishonest answer to any question may be grounds for disqualification from this solicitation or termination of any award and expose me and the represented organization to both civil and criminal liability.

26. \_\_\_\_\_  
Signature of Authorized Officer/Member/Representative

27. \_\_\_\_\_  
Printed Name and Title

28. Date: \_\_\_\_\_

**J. ADDITIONAL INFORMATION**

PROVIDE ANY ADDITIONAL INFORMATION AS REQUESTED. ATTACH ADDITIONAL SHEETS AS NEEDED.

**K. DECLARATION**

29. I declare under penalty of perjury that all statements and information contained in this document and any accompanying documents are true and correct, with full knowledge that all statements made in this document any accompanying documents are subject to investigation and that any false or dishonest answer to any question may be grounds for disqualification from this solicitation and expose me and the represented organization to both civil and criminal liability.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

