

Request For Proposal - N00010385C

For

**Association of Universities for Research in Astronomy, Inc.
(AURA)**

AURA/NOIRLab COS Facilities Assessment

PROPOSALS MUST BE RECEIVED BY

May 11, 2022, at 3:00 p.m. MST

Prepared by:

**AURA/CAS
Contracts Office
Sherri Abney, Contracts Officer
950 N. Cherry Avenue
P. O. Box 26732
Tucson, AZ 85726-6732**

8 April, 2022

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The following items can be found on the AURA/NOIRLab Bid Opportunities webpage:

- Sample Time and Materials Services Contract
- COS Sites Historical descriptive
- Sample Proposal Breakdown

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I. OVERVIEW

AURA is soliciting proposals for a Time and Materials agreement to conduct a detailed facility condition assessment (FCA) and analysis of its facilities, grounds and miscellaneous structures across several base and mountain telescope operation sites, identification of current facility condition deficiencies, provide cost estimates for corrective actions and forecasting future capital renewal cost.

Objectives: Provide on-site assessment of Center Operations Services (COS) at operations in Tucson (AFO), Hawaii (HFO) and Chile (CFO) of the following:

1. Current condition analysis: existing facility requirements including deferred maintenance, deferred renewal, near-term anticipated renewal, recommended discretionary improvements and code non-compliance issues.
2. Anticipated capital renewal analysis: projections of ongoing degradation of facilities' components and costs associated with the renewal or replacement of these components as they reach the end of their useful lives.
3. Capital funding analysis: scenario comparisons showing various funding levels and the effect of each on the condition of the building; an optimal funding level is identified

The initial term of the agreement is expected to begin **as soon as possible**, taking into consideration any travel restrictions currently in place. Completion of all phases for all sites is anticipated to be no later than one year from initiation, depending on funding flow.

The size/scope of this project lends itself to being performed using a phased approach by facility/location. Proposals should take this into account. Funding may be made available in phases as well.

II. BACKGROUND

While NOIRLab gains from the combined expertise of many years of experience at its constituent facilities, in some cases, the "out of the enclosure" infrastructure inherited at the base facilities and mountain sites has suffered from many years of under investment (including IT infrastructure). Some important parts of NOIRLab's infrastructure are approaching or are beyond the end of useful life. This has implications for safety, efficiency, and ability to support operations.

An initial assessment of the facilities needs has been conducted using in-house expertise. This has enabled COS to generate a list of required work and COS has prioritized the most urgent items for attention. However, COS recognizes it is a caretaker of valuable national assets, and that its area of responsibility is wide and complex. Therefore, it is important to ensure that COS engages the correct expertise to make a full assessment of our assets. Thus, in FY22 COS will engage consulting engineers to perform a full condition

assessment of NOIRLab facilities. The output of this will be a full inventory of current NOIRLab facilities, and their condition and details of the work required to bring them to appropriate standards. This will give us a strong foundation on which to build our plan to address facilities obsolescence. The plans presented here are based only on current, internal, assessments, and so, are subject to revision.

III. WORK SCOPE

Provide detailed inspections and assessments of facilities as specified by architectural, engineering, or other equivalent professionals such as building surveys or produce an accurate analysis that identifies visible and discernable components and elements requiring maintenance or other planned action. The facility condition assessment will consist of the following phases to be performed on each site/location:

- Phase I Facility Assessment Planning**
- Phase II On-Site Facility Condition Assessment**
- Phase III Analysis of Facility Conditions Assessment Information and Energy
 Assessment Investment Grade Audit**
- Phase IV Facility Condition Assessment Report Preparation**
- Phase V Preparation of Strategic Plan**

A. Phase I: Facility Assessment Planning

Review current asset information and establish an access protocol and scheduling. The contractor will provide a project memorandum for review and approval by the COS Director, which briefly explains the purpose for the assessment, what is to be included in the assessment, and a proposed schedule.

B. Phase II: On Site Facility Condition Assessment

Conduct a detailed on-site condition assessment for each facility and infrastructure in the portfolio. The assessment should be structured and include all necessary information to assign an industry standard building system classification. The on-site assessment will include entering accessible crawl spaces and attic spaces. The on-site assessment will be performed using both component-level and system-level inspection methods. The assessment team will evaluate each asset to determine whether sufficient

evidence is available to warrant complete replacement of the system, or if repairing only portions of the system is preferable or more cost effective.

The following minimum assessments will be accomplished:

1. Identify all maintenance, repair, and replacement requirements including recommendations from the energy efficiency audit to enhance operations.
2. Recommend upgrades and improvements where applicable, considering efficiency and environmental improvements.
3. Assess real plant property such as buildings, structures, and utilities and their integral components/systems. Copies of the building floor plans and maintenance history records when available will be made to the contractor.
4. Perform a thorough visual assessment of all architectural, civil/structural, mechanical, electrical, fire, plumbing, and sewer components/systems of each facility. The specific in-depth work identified and recommended is not included in the initial scope of work, but may be added to the scope of work at additional cost agreeable to the AURA/COS Director.
5. Identify and report all civil, structural, roof, mechanical, electrical deficiencies, and recommended upgrades and/ improvements.
6. Identify and immediately report to the AURA/COS leadership components or situations that are considered urgent (endangering life and/property).
7. The facility condition assessment will focus on the following property elements:
 - HVAC
 - Building Substructure – foundations, basements, tunnels
 - Building Envelope – exterior siding, curtain wall windows, exterior doors
 - Interior Construction - walls, doors, flooring, visible structural components, ceilings and ceiling systems
 - Interior Finishes - Flooring
 - Lighting - Safety
 - Health/Fire/Life Safety Systems - Emergency egress lighting
 - Disabled Accessibility - ADA requirements
 - Heating, Ventilation, and Air Conditioning
 - Plumbing Systems
 - Building Electrical and Service Distribution

- Site Electrical and Service Distribution
- Fire Suppression
- Special Electrical Systems and Emergency Power
- Roadways, parking lots, sidewalks, and exterior lighting
- Water (not irrigation), sanitary, and storm sewers
- Security Systems
- Control Systems

Maintainable equipment includes but is not limited to the following types of items: Building and HVAC Controls, Boilers, Chillers, Cooling Towers, Ducts, Lighting, Package HVAC Units, Major Exhaust Equipment, Hot Water Heaters, Air Handling Units and Controls, Commercial Overhead Doors/Sliders, Security Alarm Systems and Duress Equipment, Compressors/Refrigeration, Fire Alarms and Pumps, Pumps, Electrical Service Equipment.

C. Phase III: Analysis of Facility Condition Assessment

The contractor shall evaluate, analyze, and provide projections for the following areas:

1. Deficiency costs summarized by building systems across facilities.
2. Deficiency costs summarized by priority across all facilities.
3. Deficiency costs summarized by category type across facilities.
4. Calculation of the Facility Condition Index (FCI) for each facility.
5. Multi-year annual expenditure forecast for each facility in partnership with the Investment Grade Audit (IGA) vendor.
6. The contractor shall develop a ten-year expenditure plan, which is a schedule of all capital expenditures and actions required to maintain and repair facilities, including projects developed during the analysis of facility condition information, unconstrained by available funding limitations.
7. The contractor’s analysis will include the calculation of the facility condition index (FCI) for each building in the district. A FCI will provide a simple measure of the relative condition of a facility. The FCI is the ratio of the deficiencies (regular and deferred maintenance, repair, and replacement cost) to the current replacement value.

8. The contractor shall utilize life cycle analysis for component renewal and propose to the district leadership for review of the standards proposed to develop component renewal costs. Building components will be evaluated based on their individual life cycles, determined by an evaluation of the age. The renewal cost for the components will be computed and identified by renewal year. The contractor will report the life cycle costs at the component-level, building-level, and will provide a total for the district portfolio.

Deficiency Priorities

Each deficiency and project shall include the following or similar decision-making classifications prioritizing each action according to the critical need and classification type:

Priority 1: Currently Critical

Conditions in this category require immediate action to:

- Correct a cited safety hazard
- Stop accelerated deterioration
- Return a facility or equipment to operational status

Priority 2: Potentially Critical

Conditions in this category, if not corrected expeditiously, could deteriorate to priority 1 critical within a year. Situations within this category include:

- Intermittent operations
- Rapid deterioration
- Potential life safety hazards

Priority 3: Necessary, Not Yet Critical

Conditions in this category require appropriate attention to preclude deterioration or potential downtime and the associated damage or higher costs if deferred further.

Priority 4: Recommended

Conditions in this category include items that represent a sensible improvement to existing conditions. These are not required for the most basic function of the facility.

Priority 5: Appearance

Conditions in this category include finishes that have deteriorated and are required to maintain the required aesthetic standards.

Priority 6: Does Not Meet Current Codes/Standards

Conditions in this category include items that do not conform to existing codes, but are grandfathered through the local code enforcement agency in the current condition. No action is required at this time, but should substantial work be undertaken in contiguous areas, certain existing conditions may require correction to comply with current code standards.

Capital Requirements Classification Categories

Each deficiency identified in the field assessment shall be classified in the following or similar manner:

Category 1 – Security

When a system requires replacement due to a security risk or requirement.

Category 2 - Scheduled Maintenance

Maintenance that is planned and performed on a routine basis to preserve the condition.

Category 3 - Deferred Maintenance

Maintenance that was not performed when it was scheduled or is past the useful lifetime of the item resulting in immediate repair or replacement.

Category 4 - Capital Renewal

Planned replacement of building systems that have reached the end of useful life.

Category 5 - Energy & Sustainability

When the repair or replacement of equipment or systems are recommended to improve energy and sustainability performance.

D. Phase IV: Facility Condition Assessment Report

Using the data collected during the on-site facility condition assessment and analysis phase, the contractor shall provide a separate comprehensive condition assessment report for each facility.

The reports shall contain the following minimum information:

1. Capital requirement costs summarized by building systems
2. Capital requirement costs summarized by priority across facilities.
3. Capital Requirement costs summarized by category type across facilities.
4. Calculation of the Facility Condition Index (FCI) for each facility.
5. Multi-year annual expenditure forecast for each facility.
6. Detailed description of building assets and equipment detailing the observed condition and deficiency cause providing recommendations to correct the deficiency.
7. List of the information provided and collected such as equipment type, manufacturer, etc.
8. Digital photographs for each piece of equipment recommended for action. Interior photographs will be used to document critical or unusual conditions. Photographs will be used to explain and / or justify the prioritization of corrective actions.
9. A schedule of annual forecast expenditures itemizing each deficiency against each asset classification of the total cost for the actions required to correct the deficiencies for each facility by building system.

E. Phase V: Preparation and Presentation of Strategic Plan

The contractor shall present the assessment findings through reports, graphs, and charts to provide a visual representation of the condition assessment data. The material prepared shall be clear, detailed, and sufficient to reflect the scope of the funding needs. The contractor shall use the data collected in partnership with the energy audit findings to make up to five presentations as requested.

IV. REQUIRED RFB PROPOSAL CONTENTS

Participants are required to use the attached Form A (Offeror's Proposal/Bid Documents) along with any discretionary documents for submission. A sample proposal structure form is also provided

The following information should be included in the proposal:

- Estimated cost including both effort, all expenses and travel. Lodging and meals must follow government approved per diem rates.

- A schedule.
- References/Experience: Three client references for similar projects in size and scope successfully completed by the proposing firm or individual within the last five years. Briefly describe each project and for each reference provide up-to-date individual contact name with email and phone number.
Describe qualifications and experience to perform the work described in the Scope of Work. Experience should include direct experience with the subject matter.
- Qualifications/Experience of Key Personnel: Qualifications and experience of key personnel who will be assigned to this project. This includes personnel to perform the significant leadership, management or creative functions and who the project manager will have the most contact with during this project and any proposed subcontractors. (Identify each by their proposed role and include for each their name and up-to-date, pertinent resume).
- Plan Approach and Timeline: A descriptive narrative of your understanding and proposed approach to successfully perform the project, including a specific description or list of any exceptional, value-added features or capabilities beneficial to AURA/COS the proposal brings to the project.

V. EVALUATION CRITERIA

Proposals will be evaluated by the COS Facilities leadership team and the Contracts Officer based on the following criteria in no particular order (non-weighted criteria):

1. References
2. Qualifications/Experience of Key Personnel
3. Plan Approach and Timeline
4. Cost – Total project cost
5. Clarity/completeness of proposal, adherence to instructions given

VI. PROPOSAL SUBMISSION

Below is the anticipated approximate schedule for the RFB process:

ACTIVITY	DATE (Approx.)
Release RFB	4/7/22
Vendor questions submitted by	4/22/22
Answers posted by	4/29/22
Proposals due	5/11/22
Vendor Presentations (if needed) completed by	5/20/22
Vendor Selection completed by	6/1/22
Contract awarded by (pending NSF approval if required)	6/24/22

Once RFB is released, participants should submit any questions in writing to Contracts Officer Sherri Abney ONLY at sabney@aura-astronomy.org. **Clarification or direction by other persons at AURA/NOIRLab is NOT permitted during the RFP process.** The questions and AURA's responses will be posted on AURA's Website without attribution for all participants to see.

AURA has established a Web page to display AURA bid opportunities and to communicate information regarding ongoing RFB's. 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 AURA/CAS as well as any amendments issued to such RFB/RFP's. 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 RFP they seek to bid on.

A sample Time and Materials services contract is available on the website.

Once proposals are submitted and review process is underway, AURA may request the top scoring applicants to present their proposals to AURA via videoconference. AURA will contact the selected applicants to schedule a time for the presentations.

Proposals are due 5/11/2022, at 3pm MST. Please include the words "AURA Facilities Assessment" in the subject line of the emails submitting both technical and cost proposals. AURA will acknowledge by e-mail the receipt of each on time proposal that it receives. No late submissions will be accepted.

Proposal materials should be submitted as PDFs, either directly attached to the submission email or available through a link to Dropbox.

Submit proposals and any samples of prior work by e-mail (as attachments in PDF format) to:

Sherri Abney
Contracts Officer
sabney@aura-astronomy.org
Phone: 520-318-8103 Cell: 520-404-6106

VII. TERMS AND CONDITIONS OF AGREEMENT

A. Submissions

Proposals submitted in response to this RFP by a Consultant shall be valid for at least 120 days following the closing date of the RFP.

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Consultant's proposals to meet the requirements of this RFP.

Neither multiple nor alternate proposals will be accepted. A Consultant should give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information, or trade secrets.

The selected Consultant shall be responsible for all products and services required by this RFP. Subcontractors must be identified and a complete description of their role relative to the proposals must be included in the Consultant's proposals.

By submitting an offer in response to this RFP, a Consultant, if selected for award, shall be deemed to have accepted the terms of this RFP. Any exceptions to this RFP must be clearly identified in the proposal. A proposal that takes exception to these terms may be rejected.

As part of the RFP review process, AURA may share materials, data, other information and analyses (collectively, "Information") with Consultants. As a condition of receiving such Information, Consultants responding to this RFP shall be deemed to agree to protect, preserve and maintain all such Information on a strictly confidential basis, and to promptly return to AURA upon its request all tangible copies of such Information in your possession.

AURA is not responsible for loss or damage to material submitted with or in support of this RFP. Any submission to AURA shall become the property of AURA (not including any intellectual property rights contained in such submission), and AURA is not required to return any submitted materials to any Consultant. AURA is not responsible for any violation of copyright, trademark, patent, trade secret, or other rights that may result from disclosure made by response to this RFP.

Solicitation by AURA of proposals does not constitute an agreement by AURA to extend funding to any party for the project under consideration. AURA may, in its sole discretion, elect not to pursue this project in any manner.

By submitting a proposal, each Consultant grants to AURA the right to duplicate, use, disclose, and distribute all materials submitted for purposes of evaluation, review, and research. In addition, each Consultant guarantees that the Consultant has final and complete rights to all information and materials included in the proposal. Each Consultant also guarantees that all such materials are not defamatory and do not infringe upon or violate the privacy rights, copyrights, or other proprietary rights of any third party.

AURA will not be responsible for any costs incurred by a Consultant in preparing and submitting a proposal, or in performing any other activities relative to this solicitation.

B. Terms of Agreement

If a proposal in response to this RFP is selected for funding, the successful Consultant(s) will be required to sign a binding agreement. Until both parties have signed an agreement, no express or implied commitment has been made to provide financial support.

Consultants are not authorized to commence work until the agreement is fully executed. If Consultants opt to commence work, they do so at their own risk. No oral or written statement other than the signed, written agreement will govern or modify the relationship.

As a condition of agreement, the successful Consultant(s) must guarantee that, among other things, any work they undertake on behalf of AURA is not defamatory and will not violate or infringe upon the privacy rights, copyrights, or other proprietary rights of any third party. Consultants must also agree to indemnify AURA against any loss resulting from breach of any of the guarantees contained in the agreement.

Those receiving funds from AURA must be able to comply with a number of requirements that will be included in the operative agreement. These requirements include, but are not limited to:

- (1) The Consultant will demonstrate adequate financial support to complete the work that has been contracted and to deliver reports and/or other intellectual property created pursuant to the Agreement;
- (2) The Consultant will maintain, for three years following receipt of relevant funds, all financial records to the project, which shall be accessible to AURA and to the National Science Foundation or other representatives for examination and audit purposes. (Consultants will

additionally ensure that any subcontractors or consultants under the agreement shall also maintain such records for the period specified and under the same terms);

- (3) The Consultant will maintain, for three years after approval of a final financial report, a complete file of all subcontracts and other agreements, licenses, clearances, and other documents related to the work undertaken, copies of which shall be made available to AURA on request;
- (4) The Consultant will comply with equal employment opportunity and nondiscrimination laws and policies;
- (5) The Consultant will be required to provide documentation as to actual costs, and provide supporting detail demonstrating that all costs are reasonable, necessary, and allocable to the requirements and objectives of the work undertaken;
- (6) All research and materials created, developed, compiled or produced pursuant to or as a result of this project (including but not limited to all reports) will be considered ordered and commissioned by AURA as works made for hire under the copyright laws, and made in the course of services rendered. If, for any reason, the proposed research and materials to be provided are not considered works made for hire under the copyright laws, then the Consultant will be required to assign all right, title and interest in and to such research and materials to AURA. Consultants further agree that neither they, nor any of their subcontractors, will have any copyrights or other intellectual property rights whatsoever in any research and/or materials created, developed, compiled or produced by them or by any subcontractor, or by any third party participating in the preparation of research or materials for this project;
- (7) The agreement will be governed as construed in accordance with the laws of the Arizona without regard to its conflict of law provisions;
- (8) No funds provided by AURA will be used (i) for any activity designed to influence legislation or appropriations pending before the United States Congress or any state legislature or (ii) to conduct any reception or provide any other entertainment for any officer or employee of the Federal Government or any state or local government; and
- (9) Consultants will be required to indemnify and hold AURA harmless from and against all claims, damages, liabilities, costs and expenses (including legal fees) arising out of or related to (i) any alleged or actual breach of any representation or warranty in the operative agreement; (ii)

any other default by such Consultant of any term or provision of the operative agreement; or (iii) Consultant's performance under the project.

- (10) The principal source of AURA funds is appropriations made by the U.S. Congress to NSF. In the event reductions occur in the amount of such appropriations that materially affect the ability of AURA to meet its obligations, then AURA and Consultant, at the option of AURA, agree to enter into good faith negotiations to modify the agreement.

Other material terms and provisions will be set forth in the documents provided to the Consultant that successfully completes the selection process.

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VIII. BID DOCUMENTS

FORM A

**VENDOR’S/CONTRACTOR’S BID DOCUMENTS
TIME AND MATERIALS CONTRACT**

DATE: _____

Project: AURA Facilities Assessment
N00010385C

TO: Procurement Office
AURA/CAS
Attn: Sherri Abney
950 N. Cherry Avenue
Tucson, AZ 85719
Email: 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.
2. In compliance with AURA's Request for Bid No. N00010385C 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, “AURA Facilities Assessment” in accordance with the Scope of Work/Technical Specifications, and pertinent Time and Materials Contract Documents.
3. The Undersigned hereby specifies that the work may be begin within _____ **calendar days** after signing the Time and Materials 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 ANNUALLY for the TOTAL of:

Title of Project: AURA Facilities Assessment

_____ DOLLARS (\$ _____)
Total 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. Please see sample proposal breakdown on our website.

6. The cost of the bid guaranty (if required) is:
_____ DOLLARS (\$_____).
7. The cost of the performance bond (if required) is:
_____ DOLLARS (\$_____).
8. The cost of the payment bond (if required) is:
_____ 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

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 5 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.

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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/SOLIS 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/SOLIS 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.

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Section A. Contract Information

Contractor Point of Contact

1. Name and Title: _____
2. Name of company: _____
3. Telephone number: _____
4. E-mail address: _____

Section B. Sub-contractor (ONLY if applicable)

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

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.

Section 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.

Section 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/SOLIS 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: _____

Section 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):

Section 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: _____

Section 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: _____

Section 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: _____

{Remainder of the page left intentionally blank}

Section J. ADDITIONAL INFORMATION

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

Section K. DECLARATIONS

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