

REQUEST FOR BID - #N00024045C

FOR

**ASSOCIATION OF UNIVERSITIES FOR RESEARCH IN
ASTRONOMY
(AURA)**

**Operating the
National Science Foundation's (NSF's)
National Optical-Infrared Astronomy Research Laboratory
(NOIRLab)
Tucson, Arizona**

“Kitt Peak Feeder Replacement (Phases 2&3) Project”

BIDS MUST BE RECEIVED BY

Wednesday, 4/5/23, 3:00 p.m. MST

Prepared by:

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

3 March, 2023

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The following items are found on the **AURA/NOIRLab Bid Opportunities webpage**:

- **SAMPLE FIXED PRICE, CONSTRUCTION SERVICES CONTRACT**

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KPNO Feeder Rplcmt (Phase 2&3) Project

RFB released/posted: Friday, 3/10/2023

Communication of interest in attending site visit to CO:

Friday, 3/17/23, noon MST

Site Visit, MANDATORY: Wednesday, 3/22/23, 10:00 a.m. at Kitt Peak

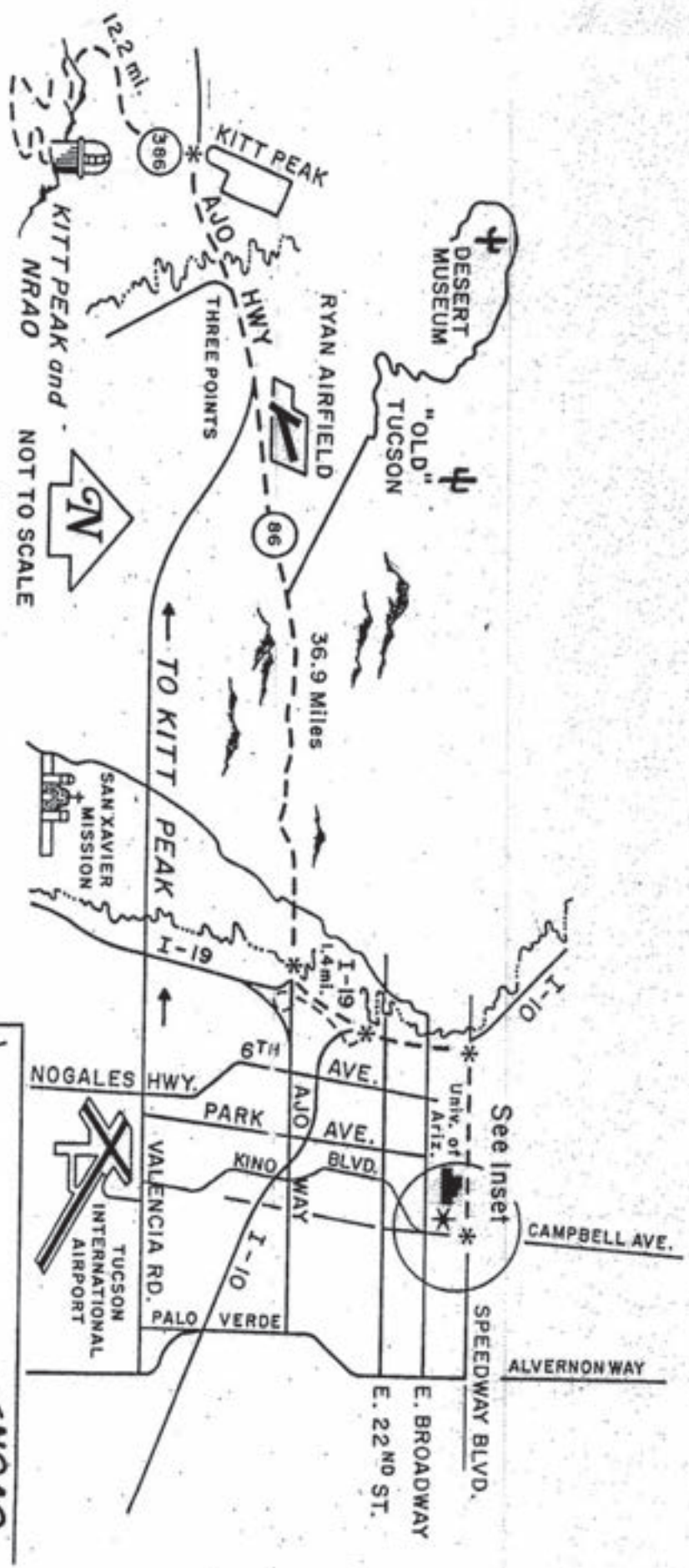
Pre-bid questions due: Monday, 3/27/23, 9:00 a.m. MST

Answers distributed: Friday, 3/31/23, by 4:00 p.m. MST

Bids Due: Wednesday, 4/5/23, 3:00 p.m. MST

Decision made: Wednesday, 4/12/23, 4:00 p.m. MST

Project start date: May 2023 (tentative)



----- LOCATION and ROUTE PLAN -----

NOAO TUCSON OFFICES TO KITT PEAK

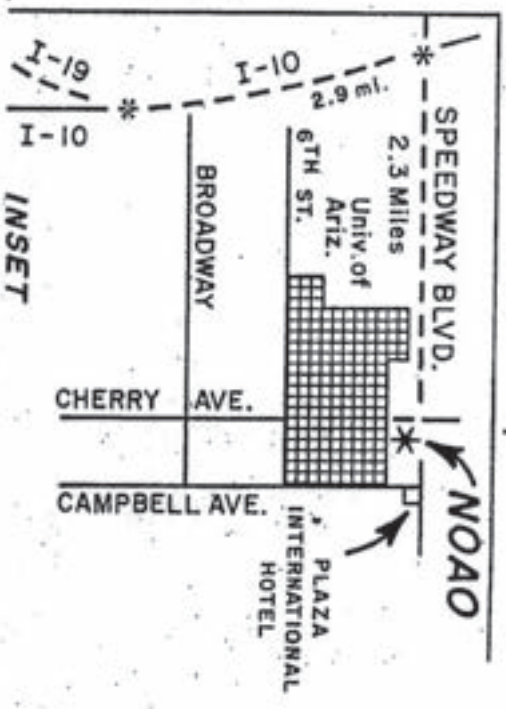
Also Alternate Routes from the Tucson International Airport to Kitt Peak

LEGEND

----- ROUTE TO FOLLOW

----- 36.9 mi. ----- APPROXIMATE MILEAGE

Total Distance Between Tucson Headquarters and Kitt Peak = 55.7 mi.



SECTION I.

INSTRUCTIONS TO BIDDERS

ARTICLE 1. DEFINITIONS

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

1.2 Bidding documents include: Request to Bid, Instructions to Bidders, proposed Construction Contract, 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 Construction Contract is issued.

1.4 The "Vendor Contract Documents" will consist of the following: Request for Bid, Instructions to Bidders, Vendor's Bid, the written 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-Infrared Astronomy Research Laboratory ("NOIRLab"), formerly known as NOAO.

1.6 NOIRLab 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 Construction 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 Construction 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

AURA/NOIRLab is releasing a Request for Bid (RFB) for a project to remove and replace/upgrade existing feeder lines at the Kitt Peak National Observatory (KPNO). Multiple buildings will be involved.

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 Contract”:** Bidder must complete in its entirety the contractor bid form labeled, “Section VI, Contractor’s Bid Documents, A. Contractor’s Bid for 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 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. AURA is sales tax exempt.
- 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 shall be submitted electronically to the Contracts Officer in charge of this project.
- a. **Electronic Submission.** Bidder shall submit the documents described in Article 3.1 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 phone call must be received by the Contracts Officer by the date/time due, and a plan to have a copy hand delivered to the Contracts Officer will be arranged.

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 has 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 Officer
Association of Universities for Research in Astronomy, Inc.
950 N. Cherry Avenue
Tucson, AZ 85719
Ph: 520-318-8103
Email: 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 or email. Technical or scientific questions must be submitted by email and must be received by the date noted on the schedule (Monday, 3/27/2023, 9:00 a.m. MST). All questions and responses will be provided to ALL parties present at the site visit by Friday, 3/31/23 by 4:00 p.m. MST

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 Construction 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** the mandatory pre-bid site visit meeting that is scheduled and visit the work/project site 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 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 Contract Documents, have been reviewed and accepted by the Bidder, or that the Bidder has noted its exceptions to the 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 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.

7.2 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 in its Bid the number of calendar days required to complete the work described. All costs included in the Bid shall be for the work to be completed within that period.

ARTICLE 9. TRIBAL REGULATIONS

9.1 The Observatory is located within the boundaries of the Tohono O’odham Nation. To the extent applicable, all Bidders shall comply with Ordinance No. 01-85, “TERO Ordinance” and the implementing regulations issued by the Tohono O’odham Employment Rights Commission, as well as any other applicable tribal laws or regulations. A copy of the Ordinance No. 01-85 may be found on our website <http://auracas.aura-astronomy.org/?q=bids> or at <http://www.tonation-nsn.gov/department-public-safety/tero/>.

9.2 All entities, contractors or subcontractors that intend to engage in business activity on the Tohono O’odham Nation must submit for approval to the Tribal Employment Rights Office a contracting, subcontracting, employment and training plan prior to the commencement of work on the Tohono O’odham Nation. A copy of the TERO Compliance Agreement Plan is posted on our website <http://auracas.aura-astronomy.org/?q=bids> and also can be obtained by clicking on “Compliance” at the following Website www.tonation-nsn.gov/department-public-safety/tero/. Under Ordinance No. 01-85 and its implementing regulations, no new employer may commence work on the Tohono O’odham Nation until it has met with TERO and developed an acceptable plan for meeting its obligations under Ordinance 01-85. The primary contractor/employer is responsible for the TERO compliance of its subcontractors or suppliers.

9.3 The successful bidder is required to contact Tribal Employment Rights Office (“TERO”) of the Tohono O’odham Nation, at the number indicated below, to obtain a copy of the Ordinance.

Director
Tribal Employment Rights Office
Tohono O'odham Nation
P. O. Box 40
Sells, AZ 85634
(520) 383-3304 or (520) 547-8160
FAX (520) 383-2781
www.tonation-nsn.gov/department-public-safety/tero/

9.4. The Tohono O’odham Nation charges an employment rights fee to raise money for the Tohono O’odham Employment Rights Commission. The current Employment Rights Fee required to be paid by a “covered employer” is a one-time fee of ½ of 1% of the total value of any

construction contract to be performed on the Reservation having a value of \$100,000 or more, see Section 1110 (A) of the TERO Ordinance. The payment of this fee is administered by the TERO office. See www.tonation-nsn.gov/department-public-safety/tero/ , click [Contractor Information](#).

9.5 The successful Bidder may also be subject to Ordinance No. 03-81, "Transaction Privilege Taxes."

See <http://www.tonation-nsn.gov/tax-information/>

9.6. Questions regarding any applicable tribal taxes should be directed to the Tohono O'odham Office of Treasurer in Sells at 520-383-1800.

9.7 Questions regarding hauling permits should be directed to the Tohono O'odham Solid Waste Regulatory Office in Sells at 520-383-8680.

ARTICLE 10. BID GUARANTEE; PERFORMANCE AND PAYMENT BONDS

A Bid Guaranty and Performance and Payment Bonds are required for contracts involving construction or facility improvements exceeding \$100,000.00. If Bidder's Bid exceeds \$100,000.00 the following shall be applicable:

10.1 Bidder shall provide a bid guarantee equivalent to five (5%) percent of the bid price ("Bid Guarantee"). The Bid Guarantee shall consist of a firm commitment such as a bid bond, certified check or other negotiable instrument which shall accompany Contractor's Bid as assurance that Contractor shall upon acceptance of its Bid execute such contractual documents as may be required within the time specified.

10.2 Bidder shall provide a performance bond in the full amount of the Contractor's Bid Price, guaranteeing the performance of the terms of the Fixed Price Construction Contract for the stipulated price within the time specified for completion ("Performance Bond").

10.3 Bidder shall provide a payment bond in the full amount of the Contractor's Bid Price assuring payment as required by statute of all persons supplying labor and materials in the execution of the work provided for in the Fixed Price Construction Agreement ("Payment Bond").

10.4 Bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR, part 223, "Surety Companies Doing Business with the United States."

10.5 Bidder shall include the original bid guarantee, the original performance bond and the original payment bond with its "Contractor's Bid Documents" submitted to AURA.

ARTICLE 11. EVALUATION OF BIDS

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

11.2 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, experience 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

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

11.4 The award of the Fixed Price Construction 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 Construction 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 12. TIME PERIOD FOR EVALUATION OF BIDS; REJECTION OF BIDS; IRREGULARITIES

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

12.2 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.

12.3 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 13. FORM OF AGREEMENT

The form of agreement that will be used shall be a "Fixed Price Construction Agreement." A template of the above mentioned contract and the terms and conditions incorporated by reference into said agreement may be found at AURA/NOIRLab 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 14. LAW

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

ARTICLE 15. DAVIS-BACON WAGE RATES

15.1 Bidders shall note that procurements of over \$2,000.00 for construction, alteration or repair are subject to the Davis-Bacon Act (40 U.S.C. 276a-276a-7), and that laborers or mechanics must be paid in accordance with the Wage Rates set forth in the current wage rate decision for building construction projects performed in Pima County, Arizona. A copy of the current wage rates for building construction in Pima County, Arizona is attached and appears in Section VII A.

Further, Davis Bacon also requires that companies that employ laborers and mechanics in building construction projects pay their mechanics and laborers at least weekly. Each Bidder, by submitting a Bid, certifies that: (i) it accepts the Davis Bacon wage rate set forth in Section VII A and will pay its mechanics and laborers the then current Davis Bacon wage rate for building construction in Pima County, Arizona, if selected to perform the work covered by this RFB; and (ii) it will pay its mechanics and laborers at least weekly.

15.2 The Davis-Bacon Act and Wage Determination material is found at: [SAM.gov](http://sam.gov) | [Wage Determinations](http://www.wdol.gov) and <http://www.wdol.gov/>.

15.3 Certified payroll reports must be submitted to the U.S. Department of Labor and a copy should be sent to the AURA Contracts Officer, sabney@aura-astronomy.org.

ARTICLE 16. 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 "Kitt Peak National Observatory – SOLIS Tower Demolition" project are encouraged to utilize, as much as possible, small businesses, minority owned firms and women's business enterprises as subcontractors.

ARTICLE 17. AURA/NOIRLab 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/NOIRLab 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 a MANDATORY pre-bid/site visit meeting scheduled for this project. **To be eligible to bid on this project, the Bidder MUST attend this meeting.** This site visit is tentatively scheduled for **10:00 a.m., MST on Wednesday, March 22, 2023.** The meeting will be held at Kitt Peak within the confines of the Kitt Peak National Observatory.

In order to coordinate the site visit, interested bidders MUST notify Sherri Abney, the AURA Contracts Officer via email at sabney@aura-astronomy.org by **Friday, 3/17/23, noon MST.** Confirmation of attendance and number of attendees planned must be communicated so that we can plan for travel up to the summit and road restrictions due to the recent wildfire.

In light of the recent wildfire, AURA is practicing procedures suggested by ADOT for travel up the mountain. There are several requirements for ALL attendees to the site visit.

- Upon reaching the turn off from Hwy 86 to 386, gather at the parking area to the immediate right no later than 9:15 a.m.
- Group will caravan up to the summit with a Kitt Peak escort for road safety (as required by ADOT).

The fire has impacted the mountain environment. Hazardous road conditions and erosion are possible as is weather related summit evacuation. Please read the safety and logistics documents linked in the form below:

https://docs.google.com/forms/d/165BLLj94ybSGx9fYCVjoxPOLf7oe9qmhilcdss_BOWw/edit?usp=drive_web.

Due to the continued COVID concerns, AURA is practicing procedures suggested by the CDC to minimize exposure. These are outlined in the documents listed below. Masking, social distancing, etc. are contingent on current CDC Community Risk Levels.

AURA CEPP Version 5.0:

https://drive.google.com/drive/u/0/folders/1CgwTtOv5MXPgGXZ35kq_M7k6uEk9CVF9

Bidders attending the meeting are requested to park in the large parking lot at the Visitor's Center and assemble in front where directions will be given. Attendees will meet with KP personnel and the AURA contracts personnel for a meeting to discuss the scope of work and technical specifications. Attendees will then participate in a walk-through of the buildings/area involved in the project.

Suggestions: Please be sure to wear appropriate footwear for outdoor/indoor walking (walking shoes or hiking boots suggested). Some areas are NOT wheelchair accessible. A flashlight may be helpful in some areas. Feel free to bring a camera/cellphone to take pictures for reference. Temperatures are always much cooler at KP than in Tucson, so be prepared for a 10-20 degree difference.

AURA's Standards of Workplace Conduct Policy will be distributed and must be signed by each visitor prior to tour of the work site.

SECTION III

Project: KP Feeder Replacement phase -2/3

Scope of work:

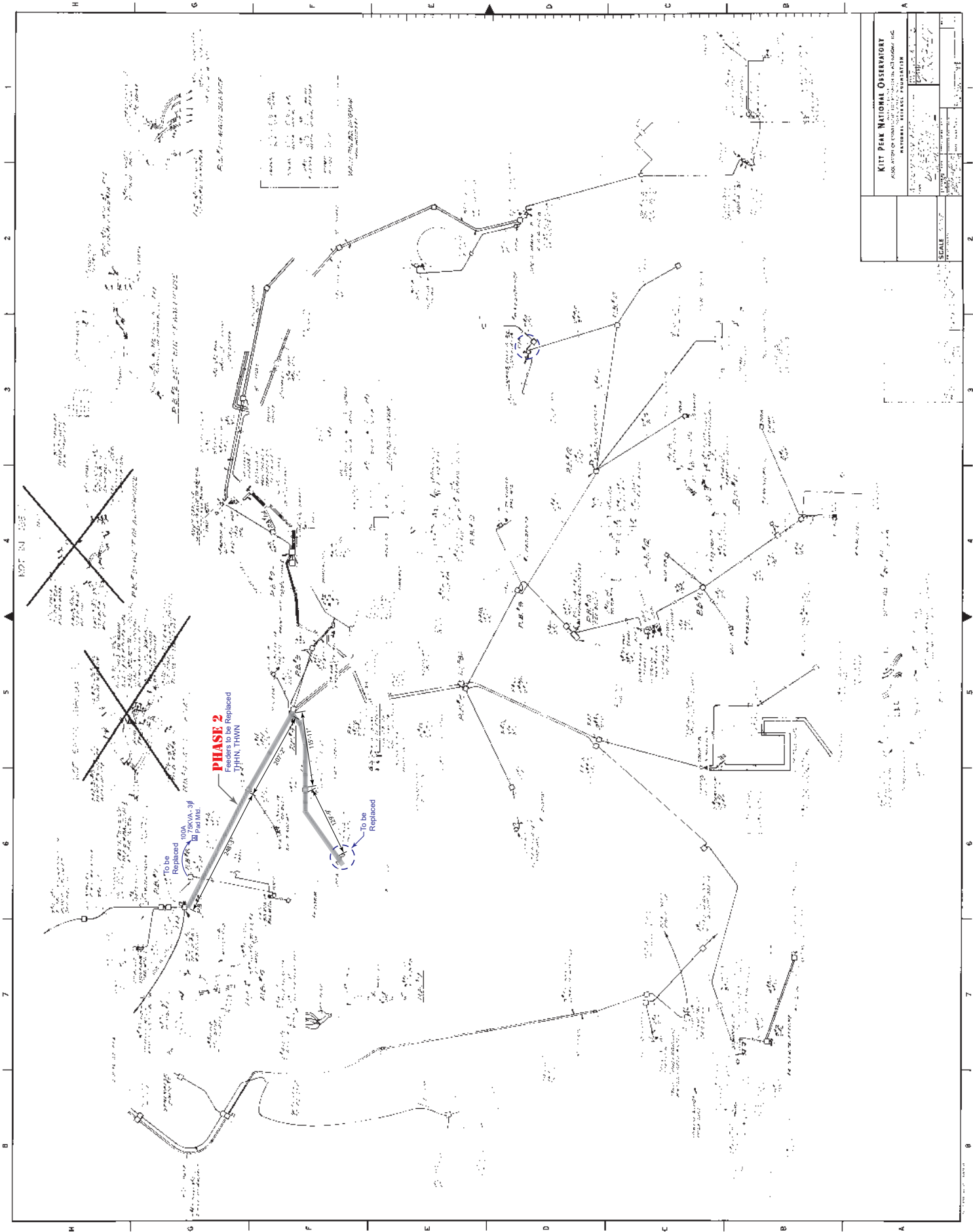
- Ensure materials are made in America
- Remove exiting 3-#3/0 feeder conductors in a 3" conduit and replace with the new rated temperature insulated conductors. THHN, THWN.
- Clear and clean conduit.
- Concast pull boxes are to be clear of any dirt or debris.
- All ground wire must be firmly connected at all points.
- Rigid conduit shall be grounded at both ends with insulated bushing.
- Fire barrier putty to be used to seal gaps around penetrations and stop the passage of toxic fumes.

Details

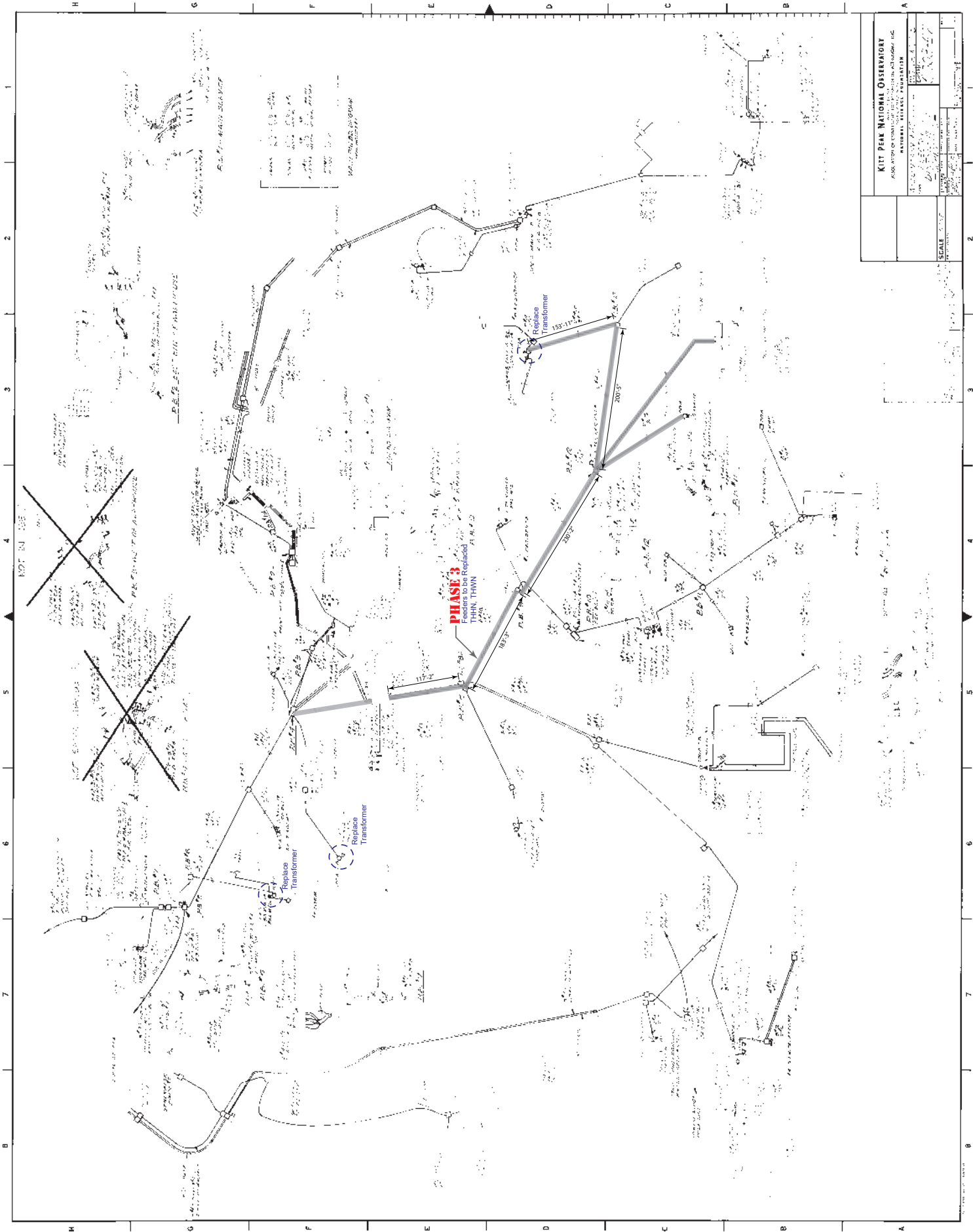
- First pull from P.B # 4 to P.B # 4A at 207.2 ft.
- Second pull from P.B #4A to P.B #5 at 248.4 ft.
- Third pull from P.B #4 to F #2 at 115.11 ft.
- Fourth pull from P.B F #2 to dorm #4 at 129.9 ft.

Transformer Replacement

- Remove and replace the 75 KVA 3 phase 480v transformer with a new 100 amp safety switch at dorm #4.
- Remove and replace the 75 KVA 3 phase 480v transformer with a new 100 amp safety switch at the Burrell Schmidt 0.3 meter telescope.



KITT PEAK NATIONAL OBSERVATORY ASSOCIATION OF UNIVERSITIES FOR RESEARCH IN ASTRONOMY, INC. NATIONAL CENTER FOR OPTICAL ASTRONOMY	
PROJECT: PHASE 2 DRAWING: PHASE 2 SCALE: AS SHOWN DATE: 08/14/12	
DESIGNER: J. L. ... CHECKER: J. L. ... APPROVED: J. L. ...	



KITT PEAK NATIONAL OBSERVATORY	
ASSOCIATION OF UNIVERSITIES FOR RESEARCH IN ASTRONOMY, INC.	
NATIONAL TELEMETRY PROGRAM CENTER	
PROJECT NO.	100-00000000
DATE	01/15/2010
SCALE	AS SHOWN

SECTION IV.

VENDOR'S/CONTRACTOR'S BID DOCUMENTS
FIXED PRICE CONSTRUCTION SERVICES CONTRACT

DATE: _____

Project: "KPNO Feeder Replacement (Phases 2&3) Project" #N00024045C

TO: Procurement Office
AURA/CAS
Attn: Sherri Abney
950 N. Cherry Avenue
Tucson, AZ 85721
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 as defined in 1.2 of the Instructions to Bidders.
2. In compliance with AURA's Request for Bid and Instructions to Bidders, the Undersigned hereby proposes to furnish all labor, materials, equipment and supplies to perform the work for AURA's Project, entitled, "**KPNO Feeder Replacement (Phases 2&3) Project**" in accordance with the Scope of Work/Technical Specifications, and pertinent Fixed Price Construction 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 Construction 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 ANNUALLY for the TOTAL of:

Title of Project: "**KPNO Feeder Replacement (Phases 2&3) Project**"

_____ 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.

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.

The NSF's National Optical-Infrared Astronomy Research Laboratory (NOIRLab): The National Science Foundations (NSF's) National Optical-Infrared Astronomy Research Laboratory (hereinafter "NOIRLab") main facilities are located at 950 North Cherry Ave., Tucson, AZ 85719.

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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/NOIRLab 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/NOIRLab 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. Fax number: _____
5. 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.

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/NOIRLab 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.

- Non-Profit A business or organization that has received non-profit status under IRS Regulation 501(c)(3).

- Public An agency of the Federal or State Government Sector or a municipality.

- Sheltered A sheltered workshop or other equivalent business basically employing the handicapped.

- Handicapped A business that is owned, controlled, and operated by a handicapped person(s).

- Foreign A concern which is not incorporated in the United States or an unincorporated concern having its principal place of business outside the United States.

Business Status (check one) – For IRS Reporting Requirements

- Corporation A business entity that is registered with a state in the United States as a corporation, including non-profit corporations but excluding professional corporations.

- Other An individual, or other business entity, that is not a registered corporation. This includes limited liability companies, partnerships, limited partnerships, limited liability partnerships, independent contractors, and the like.

10. Indicate your:

D-U-N-S No. _____
and

Federal Emp. ID No. _____ - _____
and

SAM Registration (Yes or No) _____

WARNING: Failure to provide this information will prevent Contractor from being qualified and being considered for the work covered by this RFB.

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/NOIRLab 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