

**REQUEST FOR PROPOSAL
RFP# N00028398C**

Transportation of the LSST Camera and Hardware

On behalf of

VERA C. RUBIN OBSERVATORY (Rubin)

**INSTRUCTIONS TO OFFERORS
(Instructions or RFP Instructions)**

ASSOCIATION of UNIVERSITIES for RESEARCH in ASTRONOMY Inc. (AURA)

PROPOSALS MUST BE RECEIVED BY:

**May 24, 2023 AT 6:00 PM MST (Tucson, U.S.)
(CLOSING DATE)**

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SECTION I

ARTICLE 1. DEFINITIONS

1.1 All definitions set forth throughout as well as in any attachments and appendices are applicable to these Instructions to Offerors.

1.2 The “Request for Proposal Documents” (hereinafter RFP Documents) consist of the following:

- (a) Instructions to Offerors;
- (b) Amendments to the Instructions issued prior to Closing Date;
- (c) Statement of Work
- (d) Representations and Certifications

1.3 “Amendments” mean the written or graphic instruments issued prior to the Closing Date which modify or interpret the RFP Documents, including specifications, by additions, deletions, extensions, answers to Questions posted on the RFP Webpage, clarifications or corrections.

1.4 "Contract Documents" may include any, or all, of the following:

- (a) Contract between AURA and the Contractor;
- (b) Representations and Certifications;
- (c) Terms and Conditions;
- (d) Statement of Work;
- (e) Construction Drawings;
- (f) Construction Specifications;
- (g) Photos of Area of Work;
- (h) Amendments and all modifications incorporated in the documents before their execution.

1.5 “AURA” means the Association of Universities for Research in Astronomy, Inc., an Arizona non-profit corporation. The term "AURA" includes its authorized representatives. AURA operates the **Vera C. Rubin Observatory (Rubin)** and is engaged in managing, operating, and maintaining observatories and related activities for research in the field of astronomy. AURA desires to enter into a Contract to perform the **Transportation of the LSST Camera and Hardware** for the Rubin Observatory as described in the Statement of Work.

1.6 “Foundation” means the National Science Foundation, an agency of the United States of America created under the National Science Foundation Act of 1950. The term "Foundation" includes its authorized representatives.

1.7 “Offeror” or “Bidder” means the person, authorized representative(s), or organization submitting a proposal, and if awarded, shall perform the Work described in the Contract as the “Contractor.”

1.8 “Contractor” means the person, authorized representative(s) or organization responsible for the completion of the Work. If a proposal is submitted on behalf of multiple parties, the term “Contractor,” shall apply to the party or parties responsible for completion of the Work.

1.9 “Work” means those tasks, requirements, and obligations described in the Statement of Work as included in the Contract Documents.

1.10 “Subcontractor” means a person or organization, with a direct agreement with the Contractor to furnish labor, or labor and materials, in support of the Statement of Work. The term also includes lower tier contractors of a Subcontractor, but it does not include suppliers who furnish materials not worked to a special design according to the drawings and specifications. Nothing contained in the Contract Documents shall be deemed or construed to create any contractual relation between AURA and any Subcontractor as defined above.

1.11 "Closing Date" means the specified date and time by when all proposal documents must be received by AURA.

ARTICLE 2. PROPOSAL PROCEDURES

2.1 Proposals shall consist of the elements described in these RFP Instructions, including those described in Section II. Section II, Offeror’s Proposal Document, must be completed in its entirety and submitted to the address indicated in Paragraph 2.5 below. The Offeror’s price information shall be in accordance with the format indicated in Section II. The entirety of the proposal shall be in English. **Any proposal or part of a proposal not conforming to the specified formats shall be cause to reject the entire proposal.**

2.2

- a. Due to AURA’s tax exempt status, prices quoted shall not include federal, state, or local sales or excise taxes. Offerors subject to a mandatory value-added tax (VAT) may include VAT in the comprehensive price quote.
- b. Prices quoted in the proposal(s) shall include furnishing of all transportation, materials, equipment, tools, supplies, labor and services necessary or proper for performance and completion of the Work, except such as may be otherwise expressly provided for in the RFP documents.
- c. Offeror shall conform its price in accordance with the payment and milestone schedule. Prices shall be in U.S. Dollars (\$USD).

2.3 In the event of discrepancy between the prices quoted in the RFP in words and those quoted in figures, the words shall control.

2.4 Proposals shall be submitted in an electronic version using MS Office (2003 or later) or .pdf of the entire proposal, not later than the scheduled Closing Date.

2.5 A proposal may be deemed non-compliant if the entire submission package has not been received at the designated location by the Closing Date. Proposals may be delivered to:

Charles T. Maples, Contracts Officer
AURA

Email: cmaples@aura-astronomy.org

2.6 Offeror may withdraw its proposal, either personally or by written request, at any time prior to the Closing Date. If a qualified Offeror determines that it will not submit a proposal, notice of such is requested by AURA.

2.7 Offeror's proposal shall be valid for one hundred twenty (120) days beginning with the Closing Date.

ARTICLE 3. COMMUNICATION AND QUESTIONS

3.1 Any questions or requests for clarification of this proposal must be solely directed to cmaples@aura-astronomy.org. Questions must be submitted by email, and must be received at least three (3) business days before the Closing Date. All questions and responses from any Offeror will be provided to all parties via the [AURA procurement website](#). Responses will be anonymous as to the questioner/Offeror. Any question not conforming to this format will be disregarded. Offerors shall disregard references to any other contract, such as that found on the AURA procurement website. AURA will endeavor to respond to questions within three business days.

ARTICLE 4. REVIEW OF DOCUMENTS

4.1 AURA reserves the right to make additions, deletions, or modifications to the RFP Documents in writing by amendment at any time prior to the Closing Date. If, in the opinion of AURA, any such change causes an increase in the time required for submission of proposals, AURA may, at its sole discretion, adjust the Closing Date in the form of an Amendment posted on the AURA website.

4.2 Offerors shall examine the RFP Documents carefully. Any request for interpretation or correction of any ambiguity, inconsistency, or error that Offeror discovers must be made as per Article 3, not later than three (3) days prior to the Closing Date.

4.3 All interpretations and corrections to the RFP or to the Contract Documents will be issued in the form of an Amendment posted on the AURA website. Offerors shall not rely on any interpretation or correction to the RFP or Contract Documents given by any other method.

4.4 Prior to receipt of proposals, addenda, if required, will be posted on the AURA website.

4.5 The failure of Offeror to receive or examine any form, instrument, amendment or other document, or failure to acquaint itself with existing conditions shall not relieve Offeror from obligations and responsibilities with respect to its proposal or to the Contract. The submission of a proposal will be taken as prima facie evidence of agreement with this section.

ARTICLE 5. REPRESENTATIONS

5.1 Offeror, by submitting a proposal, represents that it is familiar with existing conditions under which the Work will be performed, including, but not limited to, environmental, cultural and operational requirements.

5.2 a. Offeror, by submitting its proposal, represents that it has read and understands all the RFP Documents and by submitting a proposal acknowledges acceptance of all of the Terms and Conditions of the RFP Documents as defined in Section 1.2 of these Instructions.

b. Any exceptions to the Contract Documents by Offeror shall be stated in writing on Offeror's letterhead and submitted with its proposal with clear and concise justification(s). Offeror shall provide alternative wording for consideration by AURA.

c. Offeror, by submitting a Proposal, certifies that the Contract Documents, including the Terms and Conditions and SOW, have been reviewed and accepted by the contracts representative of the Offeror, or similar binding authority, or has noted such exception with its Proposal.

5.3 Offeror shall be prepared to submit a resolution giving evidence of its qualification of corporate signature authority if requested.

5.4 Offeror shall complete, sign, and submit the Representations and Certifications of Section III with the Proposal.

ARTICLE 6. ALTERNATE PROVISIONS

6.1 Offeror represents that its Proposal is based upon the specifications, terms and conditions described in the RFP documents, unless alternative provisions are expressly permitted by an Amendment.

6.2 A proposal containing an alternate provision(s) shall be accompanied by full and complete justification and technical description of the alternate provisions(s) along with a detailed cost analysis of the differences between the alternate and original provisions. AURA reserves the right to request such other additional information as may be required for approval either before or after receipt of proposals.

6.3 Failure to provide justification or technical descriptions for approval purposes may be cause to reject the proposal.

ARTICLE 7. COMPLETION TIME

Offerors shall represent in the proposal that they can complete the Work within the timeline indicated by the SOW, or propose an alternative completion date with justification. The time of performance shall be dated from receipt of a Contract, and all costs included in the proposal shall be for the Work to be completed within that period.

ARTICLE 8. EVALUATION OF PROPOSAL

8.1 Proposals will be opened and evaluated privately by AURA after the Closing Date.

8.2 Proposals will be evaluated according to the following major factors, ranked or weighted in no particular order:

- * Demonstrated experience transporting high value cargo.
- * Demonstrated risk mitigation measures, including description of the handling and transport and offered liability coverage.
- * Identified technical qualifications, resources, and proposed logistics plan.
- * Price.

8.3 All proposal documents received will be considered confidential and will not be released.

8.4 The award of the Contract(s), if any, made by AURA, will be made to the Offeror(s) that presents the best value. AURA reserves the right to determine, at its sole and exclusive discretion, which proposal, if any, properly meets the “best value” requirement and whether it is in the best interests of AURA to accept the proposal. Therefore, Offeror shall ensure that all requested information is included in its proposal.

ARTICLE 9. COSTING

While firm fixed price (FFP) is the typical pricing scheme for most acquisitions, AURA is open to different types of costing models, including firm fixed price, cost, cost plus, etc. Offeror should identify and propose what it thinks is the best, or most appropriate model, explain its choice, and why it is superior to firm fixed price. AURA reserves the option to request a proposal redrafted in an alternative costing model.

ARTICLE 10. LIMITATIONS ON LIABILITY

Offeror’s proposal/contract should clearly describe its limitations of liability as well as that of its retained subcontractors, as applicable.

ARTICLE 11. OFFEROR'S CONTRACT

Given the specialty nature of the tasking herein, AURA requests that Offerors include their own form of contract conforming to the requirements of the SOW and these RFP Instructions.

ARTICLE 12. REJECTION OF PROPOSALS

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

9.2 All submitted proposals shall become the sole and exclusive property of AURA.

SECTION II

OFFEROR'S PROPOSAL for FIXED PRICE CONTRACT

DATE: _____

TO: AURA
 Attn: Charles T. Maples, Contracting Officer

FROM: _____
 (Legal Name of individual, firm or corporation bidding)

 (Complete Business Address)

 (Signature)

 (Title)

1. By submitting this Proposal, the Offeror accepts all of the terms and conditions of the RFP Documents as described in Section 1.2 of the Instructions to Offerors, or has enclosed written exceptions to the terms of the Draft Contract. AURA will review the exceptions, but is not obligated to accept (any or all of) them in a final contract if awarded.

2. In compliance with AURA's Request for Proposal No. N00028398C, the Offeror hereby proposes to furnish all labor, materials, equipment and supplies to perform the Work for AURA's **Transportation of the LSST Camera and Hardware** in accordance with the Specifications, pertinent Contract Documents and Statement of Work.

3. Offeror's Proposal submittal shall include the following:
 - A. A Cover Sheet including: contracting General Information (RFP Number [if given], Proposal Title name/address of the firm, Technical and Administrative points of contact, DUNS/UEI number, Teamed Organizations, if any, and any other pertinent information);
 - B. An abstract summarizing the proposed effort, not to exceed 500 words;
 - C. The Technical Proposal, which shall address:
 - a. Relevant technical experience of Offerors;

- b. Relevant technical experience and role of any proposed subcontractors;
- c. Names, resumes, and role of key technical personnel;
- d. A minimum of 3 references on projects of a similar size, complexity and nature;
- e. Unique qualifications;
- f. Preliminary project plan, including project schedule and your proposed milestone or per task payments;
- g. **Description of the full scope of services offered and expressly any exclusions**;
- h. Proposed deviations from requirements with justifications and impact on price and schedule; and,

D. Any other relevant information.

- 4. The Offeror hereby specifies, in accordance with Article 7, Completion Time, of Instructions to Offerors that Work shall be completed within _____ calendar days after receipt of the Contract.
- 5. In accordance with the above completion schedule (Paragraph 4) and enclosed specifications, the Offeror hereby proposes to accomplish the work described above for the total of:

_____ DOLLARS (\$).

This proposal is submitted by Offeror and endorsed by its authorizing official by the signature below:

By: _____

Name: _____

Title: _____

SECTION III

SECTION IV
STATEMENT OF WORK

**SECTION V
CONTRACT**

Provided by the Offeror