



ASSOCIATION OF UNIVERSITIES FOR RESEARCH IN  
ASTRONOMY, INC. (AURA)

Operating the National Solar Observatory (NSO)

## **INSTRUCTIONS TO OFFERORS**

FOR

REQUEST FOR BIDS  
RFB NO. N00047518C

FOR

DKIST PV INSTALL

On behalf of

THE DANIEL K. INOUE SOLAR TELESCOPE (DKIST)  
HALEAKALĀ OBSERVATORY, MAUI, HAWAII

**BIDS MUST BE RECEIVED BY:**

**May 30, 2025 at 3:00PM MST  
(CLOSING DATE)**

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## SECTION 1. ANNOUNCEMENT OF OPPORTUNITY

AURA/Central Administrative Services (CAS) Contracts Office is soliciting this Request for Bids (RFB) from qualified Contractors/Bidders to provide DKIST PV Install. Additional information regarding this project follows.

### BACKGROUND

### PURPOSE

AURA is seeking bids for the procurement, installation, and integration of a non-export photovoltaic (PV) solar energy system on the roof of the DKIST Utility Building (see attached drawing for approximate dimensions). This project is considered infrastructure for real project, and as a Federally funded institution all bids to **this project must reflect Davis-Bacon labor wages and requirements, and material compliant with the Build America Buy America Act.** Due to the energy consumption of the facility and space limitations of the Utility Building, this project scope does not include the installation of batteries. Further, due to the energy tie-in requirements for the DKIST, the breaker connection will be done by technician staff and are also not a part of the project scope.

### RFB Schedule

**Posted Date:** May 16, 2025

**RFB Questions Period Close:** May 27, 2025 at 3:00PM Arizona Time

**RFB Closing Date:** May 30, 2025 at 3:00PM Arizona Time

**Bid Opening Date:** June 6, 2025

**Anticipated Contract Award:** September 12, 2025

## **SECTION 2. STATEMENT OF WORK (SOW)**

### **1. Project Overview:**

The Daniel K. Inouye Solar Telescope (DKIST) average monthly electricity usage ranges from 130-175 MWh. We are seeking proposals for the procurement, installation, and integration of a non-export photovoltaic (PV) solar energy system on the roof of the DKIST Utility Building (see attached drawing for approximate dimensions). This project is considered infrastructure for real project, and as a federally funded institution all bids to this project must reflect Davis-Bacon labor wages and requirements, and material compliant with the Build America Buy America Act. Due to the energy consumption of the facility and space limitations of the Utility Building, this project scope does not include the installation of batteries. Further, due to the energy tie in requirements for the DKIST, the breaker connection will be done by technician staff and are also not a part of the project scope.

### **2. Site Requirements:**

The site is located in Maui County, Hawai'i, within the University of Hawai'i (UH) Institute for Astronomy (IfA) Haleakalā High Altitude Observatory Site (HO), and all work must be compliant with the HO Management Plan.

Contractors must also complete, at minimum, the following documents and trainings required by DKIST

- Workplace Conduct Document
- Safety, Environmental & Cultural Training
- LOTO, fall arrest and other relevant Safety Training

### **3. Scope of Work:**

The scope of work is separated into the following stages:

#### **a. Site Assessment**

Review DKIST provided electrical drawings, construction drawings, structural requirements and fastening recommendation for the PV array.

Conduct an initial site visit to get a sense of site conditions, environment, and accessibility. Survey the roof and possible placements for the inverter. Contractor will be supported by an electrical technician and lift operator.

#### **b. Planning and Procurement**

Source and procure solar panels and inverter(s) suitable for the unique environmental conditions at Haleakalā Summit, and compatible with the Hawaiian Electric Company's (HECO) Smart Renewable Energy Program requirements.

Engage a licensed Professional Electrical Engineer (PE) to create detailed drawings showing how the PV system will interface with the existing electrical infrastructure and adheres to HECO's interconnection requirements. Provide schematics, diagrams, and calculations demonstrating the system design, including wiring, circuitry, and safety

features.

### **c. Installation**

After system review and approval by DKIST staff, conduct site planning and scheduling. The installation shall be planned for no later than May 31, 2026 barring any unsafe environmental conditions that prevent site access. Contractor will install the solar panels, inverter, mounting hardware, and associated equipment according to structural drawings, manufacturer specifications and industry best practices.

The completed work shall be reviewed and certified by an electrical PE to verify that the system meets design specifications, all applicable requirements, and is complete, inspected, and ready to interface with HECO.

NOTE: Appropriate safety measures will be implemented to protect workers, visitors, and the environment during installation. Installers will comply with all permits obtained by the client and adhere to any additional regulations or guidelines specific to the project location.

## **4. Appendix: Haleakalā Special Use Permit**

Contractors must acquire a special use permit by emailing [Hale\\_Commercial\\_Manager@nps.gov](mailto:Hale_Commercial_Manager@nps.gov) for an application and invasive species pre-inspection checklist. This process typically requires

- A completed and signed application.
- A complete listing of vehicles entering the park, including the estimated frequency of entry into the park. Invasive species vehicle inspections will be required if the permit is approved and prior to entry. It's recommended to call the inspections phone ahead of time to book a tentative appointment: 808-298-2009
- A Certificate of Liability Insurance per the NPS requirements below:
  - The application shall be accompanied with a copy of the Business/Organization Commercial Liability Insurance Certificate (CLI) underwritten by a United States Company, or a company holding a Certificate of Authority for the State of Hawai'i, showing a minimum coverage for Commercial Liability of \$1,000,000 (\$1M) each occurrence. The minimum coverage may be adjusted higher depending on the intended use/amount of use of the Park road. The CLI shall also show a minimum coverage for Automobile Liability of \$1,000,000 (\$1M) Combined Single Limit for All Owned Autos, Hired Autos, and Non-Owned Autos. The CLI shall show Policy Number(s). Binders are not acceptable and Policy EFF/EXP shall cover the period requested in the application. The United States Government shall appear on the Certificate as Additionally Insured. The CLI shall be signed by an Authorized Representative. Federal/State entities are exempt from this requirement; however, non-government contractors/subcontractors listed under this application, and any future non-government contractors/subcontractors registered under the issued Permit shall comply with this requirement.
- A listing of all contractors and subcontractors that will be operating under this

permit, and their Certificate of Liability Insurance per the NPS requirements listed previously.

- A non-refundable application fee of \$150.00.

The permit will allow workers to access and work at the site and confirm compliance with Haleakalā National Park environmental restrictions.



**RFB No. N00047518C**

### **SECTION 3. INSTRUCTIONS TO OFFERORS**

#### **Article 1. Definitions**

1. All definitions set forth throughout as well as in any attachments and appendices are applicable to these Instructions to Offerors.
2. The "Request for Bid Documents" (hereinafter RFB Documents) consist of the following:
  - A. Instruction to Offerors;
  - B. Amendment to the Instructions issued prior to Closing Date;
  - C. Statement of Work (SOW); and
  - D. Representations and Certifications.
3. "Amendments" mean the written or graphic instruments issued prior to the Closing Date which modify or interpret the RFB Documents, including specifications, by additions, deletions, extensions, clarifications, corrections or answers to Questions posted on the [AURA Bid Opportunities Webpage](#).
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.
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 DKIST PV Install as described in the Statement of Work.

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.
7. "Offeror" or "Bidder" means the person, authorized representative(s), or organization submitting a bid, and if awarded, shall perform the Work described in the Contract as the "Contractor."
8. "Contractor" means the person, authorized representative(s) or organization responsible for the completion of the Work. If a bid is submitted on behalf of multiple parties, the term "Contractor," shall apply to the party or parties responsible for completion of the Work.
9. "Work" means those tasks, requirements, and obligations described in the Statement of Work as included in the Contract Documents.
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.
11. "Closing Date" means the specified date and time by when all bid documents must be received by AURA.

## **Article 2. Description of Project**

AURA/NSO is releasing a Request for Bid (RFB) for a project for the construction of a photovoltaic (PV) system at the Daniel K. Inouye Solar Telescope (DKIST) Haleakala Observatory, Maui, Hawai'i.

## **Article 3. Bidding Procedures**

1. Bids shall consist of the elements described in these RFB Instructions, including those described in Section 4, Offeror's Bid Document. Section 4 must be completed in its entirety and submitted to the email address indicated in Paragraph 8 below. The Offeror's price information shall be in accordance with the format indicated in Paragraph 2. The entirety of the bid shall be in English. Any bid or part of a bid not conforming to the specified formats shall be cause for AURA to reject the entire bid.



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.
  - C. Offeror shall conform its price in accordance with the payment and milestone schedule. Prices shall be in U.S. Dollars (\$USD).
3. In the event of discrepancy between the prices quoted in the RFB in words and those quoted in figures, the words shall control.
4. Subject to the following procedures and requirements, Bids shall be submitted electronically to the Contracts Officer in charge of this project, outlined in paragraph 8 below.
5. Bidder shall submit the documents described in Section 4 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.
6. **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.**
7. 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 in this Article, on or before the 3:00 o'clock P.M. Mountain Standard Time on the Bid due date.
8. A bid may be deemed non-compliant if the entire submission package has not been received at the designated location by the Closing Date. Bids may be delivered to:

Brandon L. Morrison  
Contracts Officer  
AURA

Email: [bmorrison@aura-astronomy.org](mailto:bmorrison@aura-astronomy.org)  
Phone: (520) 730-5430

9. Offeror may withdraw its bid by written request, at any time prior to the Closing Date. If a qualified Offeror determines that it will not submit a bid, notice of such is requested by AURA.
10. Offeror's bid shall be valid for one hundred and twenty (120) days beginning with the Closing Date.

#### **Article 4. Communication and Questions**

Any questions or requests for clarification of this request for bids must be solely directed to the Contracts Officer via electronic mail to: [bmorrison@aura-astronomy.org](mailto:bmorrison@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 Bid Opportunities Webpage. 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 Bid Opportunities Webpage. AURA will endeavor to respond to questions within three business days.

#### **Article 5. Review of Documents**

1. AURA reserves the right to make additions, deletions, or modifications to the RFB 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 bids, AURA may, at its sole discretion, adjust the Closing Date in the form of an Amendment posted on the AURA website.
2. Offerors shall examine the RFB 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.
3. All interpretations and corrections to the RFB 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 RFB or Contract Documents given by any other method.
4. Prior to receipt of bids, addenda, if required, will be posted on the AURA website.
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 bid or to the Contract. The submission of a bid will be taken as prima facie evidence of agreement with this section.

## Article 6. Representations

1. Offeror, by submitting a bid, 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.
2.
  - A. Offeror, by submitting its bid, represents that it has read and understands all the RFB Documents and by submitting a bid acknowledges acceptance of all of the Terms and Conditions of the RFB Documents as defined in this Article, paragraph 1.2 of this Section.
  - B. **Any exceptions to the Contract Documents by Offeror shall be stated in writing on Offeror's letterhead and submitted with its bid with clear and concise justification(s). Offeror shall provide alternative wording for consideration by AURA.**
  - C. Offeror, by submitting a Bid, certifies that the Contract Documents, including the Terms and Conditions and SOW, have been reviewed and accepted by the contract's representative of the Offeror, or similar binding authority, or has noted such exception with its Bid.
3. Offeror shall be prepared to submit a resolution giving evidence of its qualification of corporate signature authority if requested.
4. Offeror shall complete, sign, and submit the Representations and Certifications of Section 5 with their Bid.

## Article 7. Alternative Provisions

1. Offeror represents that its Bid is based upon the specifications, terms and conditions described in the RFB documents, unless alternative provisions are expressly permitted by an Amendment.
2. A bid 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 bids.
3. Failure to provide justification or technical descriptions for approval purposes may be cause AURA to reject the bid.

## **Article 8. 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:

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.
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 Design-Build Contract for the stipulated price within the time specified for completion ("Performance Bond").
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 Design-Build Agreement ("Payment Bond").
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."
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 9. Completion Time**

Offerors shall represent in the bid 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 bid shall be for the Work to be completed within that period.

## **Article 10. Evaluation of Bids**

1. Bids will be opened and evaluated privately by AURA after the Closing Date.
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
3. All bid documents received will be considered confidential and will not be released. The award of the Fixed Price 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 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 11. Time Period for Evaluations of Bids; Rejection of Bids; Irregularities**

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

The form of agreement that will be used shall be a "Fixed Price Design-Build Agreement." A template of the above mentioned contract and the terms and conditions incorporated by reference into said agreement may be found at [AURA Bid Opportunities webpage](#). 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 13. Law**

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

## **Article 14. Davis-Bacon Wage Rates**

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 Attachment 1 – Pima County DB Prevailing Wages. 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.
2. The Davis-Bacon Act and Wage Determination material is found at: [SAM.gov | Wage Determinations](https://sam.gov) and <http://www.wdol.gov/>.
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, [bmorrison@aura-astronomy.org](mailto:bmorrison@aura-astronomy.org).

## **Article 15. Build America, Buy America**

In accordance with the Build America, Buy America Act (Pub. L. 117-58, §§ 70901–70927) and 2 CFR § 200.322, all iron, steel, manufactured products, and construction materials used in the project funded under this solicitation must be produced in the United States.

### **Bidder Requirements:**

1. The contractor shall ensure that all iron and steel products used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States.
2. All manufactured products must be produced in the United States. A manufactured product is considered to be produced in the United States if the product was manufactured in the United States, and the cost of its components that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components.
3. All construction materials (as defined in Office of Management and Budget (OMB) Memorandum M-22-11 and any applicable agency-specific guidance) must also be manufactured in the United States.

### **Waivers:**

Waivers may be granted only by the federal awarding agency or its designee under exceptional circumstances and must be publicly posted. Contractors seeking a waiver must submit a formal request detailing the justification and supporting documentation.

AURA requests that all Offerors clearly state if any part of the specifications cannot be met due to circumstances (i.e. site elevation, etc.) on their offer.

**Certifications and Reporting:**

The selected bidder must provide documentation and certification of compliance with BABA requirements prior to the use of any iron, steel, manufactured products, or construction materials. Failure to comply with these requirements may result in disqualification, termination of the contract, or other enforcement action.

**Article 16. Limitations of Liability**

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

**Article 17. 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 RFB Instructions.

**Article 18. Contract 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 "DKIST PV Install" project are encouraged to utilize, as much as possible, small businesses, minority owned firms and women's business enterprises as subcontractors.

**Article 19. Rejection of Bids**

1. 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.
2. All submitted bids shall become the sole and exclusive property of AURA.

## SECTION 4. OFFEROR'S BID FOR FIXED-PRICE CONTRACT

### FOR DKIST PV INSTALL

(This document **MUST** be completed and returned to AURA with Bid)

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

TO: AURA/CAS  
Procurement Office  
Attn: Brandon L. Morrison  
Email: [bmorrison@aura-astronomy.org](mailto:bmorrison@aura-astronomy.org)  
950 N Cherry Ave  
Tucson, AZ 85719  
Contracts Officer

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

\_\_\_\_\_  
(Business Address Line 1)

\_\_\_\_\_  
(Business Address Line 2)

\_\_\_\_\_  
(Business Address City, State and Zip)

\_\_\_\_\_  
(Signature)

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

1. By submitting this Bid, the Offeror accepts all of the terms and conditions of the RFB Documents as described in Article 1, Paragraph 2 of Section 3. 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 Bid No. N00047518C, the Offeror hereby proposes to furnish all labor, materials, equipment and supplies to perform the Work for AURA's DKIST PV Install in accordance with the Specifications, pertinent Contract Documents and Statement of Work.



3. 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.
4. 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 project sum of:

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

5. To facilitate the bid review process, please provide below a general cost breakdown of the bid total in Paragraph 5 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.

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The cost of the bid guaranty (if required) is:

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

The cost of the performance bond (if required) is:

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

The cost of the payment bond (if required) is:

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

The amount allocated to taxes is:

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

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

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Printed/Typed Name)

Title: \_\_\_\_\_

## SECTION 5. QUALIFICATIONS PACKAGE

(Must be completed by Vendor and submitted with completed Offer)

### 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 Solar Observatory (NSO):** The National Science Foundations (NSF's) National Solar Observatory (hereinafter "NSO") headquarters are located at 3665 Discovery Drive, Boulder, CO 80303.

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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/NSO 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/NSO 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.

**13-15.** 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.

**16-19.** Signature, Date and Title: Signature and title of an authorized representative who certifies to the truthfulness of the statements set forth therein.

### **Section G. Qualifications 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.

**20-21.** 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.

**22-24.** Name, Title, and Address.

### **Section H. Qualifications 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.

**25-26.** 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.

**27-29.** Name, Title, and Address.

**Section I. Certification of no Conflict of Interest**

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

**30-33.** 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**

**34-37.** 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)**

### **Sub-contractor Point of Contact**

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:

The Offeror is (check all that apply):

- ☐ a regular Dealer/Distributor of the item(s) offered.
- ☐ a regular Manufacturer of the item(s) offered.

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

Pursuant to the terms of our Agreement with the Government and applicable Federal Procurement Regulations 1-1.701, AURA is required to maintain a Small Business and Small Disadvantaged Business Subcontracting Program. You are therefore requested to check the appropriate blocks 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 a division of another domestic or foreign concern.

### **Business Classification (Check as many as are applicable)**

- ☐ Minority      51% of business or stock is owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one 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 disadvantaged pursuant to Section 8(a) of the Small Business Act.  
  
Native Americans include American Indians, Eskimos, Aleuts, and native Hawaiians. Asian-Pacific Americans includes U. S. 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 corporations, independent contractors, partnerships, and the like.

#### **10. Indicate Your:**

SAM Unique Entity Identifier (UEI): \_\_\_\_\_

Federal Employer ID (EIN): \_\_\_\_\_

SAM.gov Registration? (Check one): ☐ Yes ☐ No

**WARNING:** Failure to provide this information may require that we withhold 20% of your payments and may result in fines imposed by the IRS.

#### **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/NSO 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.

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## **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:

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12. DATE SIGNED:

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13. NAME OF SIGNER (PRINT OR TYPE):

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14. TITLE OF SIGNER

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15. ADDRESS:

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**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.

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## 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.

16. SIGNATURE OF AUTHORIZED OFFICER/MEMBER/REPRESENTATIVE:

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17. DATE SIGNED:

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18. NAME OF SIGNER (PRINT OR TYPE):

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19. TITLE OF SIGNER

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### Section G. Qualifications 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 (\$\_\_\_\_\_)

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## **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.

20. SIGNATURE OF OFFICER:

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21. DATE SIGNED:

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22. NAME OF SIGNER (PRINT OR TYPE):

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23. TITLE OF SIGNER

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24. ADDRESS:

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## 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 (\$\_\_\_\_\_)

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## 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 foregoing 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.

25. SIGNATURE OF AUTHORIZED OFFICER/MEMBER/REPRESENTATIVE:

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26. DATE SIGNED:

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27. NAME OF SIGNER (PRINT OR TYPE):

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28. TITLE OF SIGNER

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29. ADDRESS:

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## **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.

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## **CERTIFICATION**

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.

30. SIGNATURE OF AUTHORIZED OFFICER/MEMBER/REPRESENTATIVE:

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31. DATE SIGNED:

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32. NAME OF SIGNER (PRINT OR TYPE):

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33. TITLE OF SIGNER

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## **SECTION J. ADDITIONAL INFORMATION**

Provide any additional information as requested. Attach additional sheets as needed.  
Offeror not to exceed 30 pages.

## SECTION K. DECLARATION

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.

34. SIGNATURE OF AUTHORIZED OFFICER/MEMBER/REPRESENTATIVE:

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35. DATE SIGNED:

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36. NAME OF SIGNER (PRINT OR TYPE):

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37. TITLE OF SIGNER

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