REQUEST FOR BIDS (RFB) – N0545030

FOR

GEMINI NORTH OBSERVATORY: Installation of a 98.1 kW PV Array System

ASSOCIATION OF UNIVERSITIES FOR RESEARCH IN ASTRONOMY, INC.
OPERATING THE
GEMINI NORTH OBSERVATORY
670 N. A‘OHOKU PLACE
HILO, HAWAII  96720

RFB Schedule
RFB Issued: 3 December 2014
Contractor’s Mandatory Pre-Bid Site Visit: 11 December 2014
Bids Due: 23 December 2014 at 12:00 pm HST (noon)

Prepared by
AURA Procurement Office
950 North Cherry Avenue
Tucson, AZ  85719

December 2, 2014
TABLE OF CONTENTS

I. Introduction And Background
II. Scope Of Work, Technical Specifications, And Minimum Vendor Qualifications
III. Mandatory Contractor’s Pre-Bid Site Visit Information
IV. Instructions To Bidders
V. Evaluation Criteria
VI. Bid Guarantee; Performance And Payment Bonds
VII. Communications and Questions
SECTION I. Introduction and Background

The Gemini Observatory consists of two 8-meter telescopes, one located at the summit of Mauna Kea in Hawaii, USA (Gemini North), the other at the summit of Cerro Pachón in Chile (Gemini South). The Association of Universities for Research in Astronomy, Inc. ("AURA") is the managing organization of the Gemini Observatory under a cooperative agreement with the National Science Foundation for the benefit of the Gemini funding nations: The United States of America, Canada, Argentina, Brazil, and Australia. For more information, visit www.gemini.edu, the Gemini Observatory website.

As part of Gemini’s comprehensive energy savings initiative, Gemini North Telescope Facility (GN) seeks to install a 98.1 kW, net-energy metered photo-voltaic power system on the GN support building located on the summit of Mauna Kea, Hawaii, at an elevation of 13,775 ft.

As more fully described in the Scope of Work, the proposed engineered system consists of 300 PV modules (plus six spare modules) having a total installed rated DC capacity of 98.1 kW. The system will use six decentralized inverters located inside the support building each rated at 24 kW operating at 480 volt & 3-phase.

Gemini plans to have work begin on the installation of the PV array in February 2015 (weather permitting) and anticipates it will be completed in 2-3 weeks (weather permitting). See Section II for scope of work, technical specifications, and minimum qualifications required for contractors.

<table>
<thead>
<tr>
<th>PVA RFB/Selection Events</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release RFB</td>
<td>3 December 2014</td>
</tr>
<tr>
<td>Notice of Intent to Attend Pre-Bid</td>
<td>10 December 2014 4:00 PM HST</td>
</tr>
<tr>
<td>Mandatory Pre-Bid Site Visit</td>
<td>11 December 2014 8:00 AM HST</td>
</tr>
<tr>
<td>Intent to Submit Bid</td>
<td>17 December 2014</td>
</tr>
<tr>
<td>Bid Deadline</td>
<td>23 December 2014 12:00 noon HST</td>
</tr>
<tr>
<td>Select Contractor</td>
<td>15 January 2015</td>
</tr>
<tr>
<td>Execute Contract/Commence Work</td>
<td>15 February 2015</td>
</tr>
</tbody>
</table>

The RFB is open to all qualified bidders. Small businesses, minority-owned firms, and women’s business enterprises that meet the minimum qualifications as outlined in the scope of services are encouraged to apply.

SECTION II: Scope of Work, Technical Specifications, and Minimum Qualifications for Bidders

Scope of Work: Gemini North Telescope Facility (GN) seeks to install a 98.1 kW, net-energy metered photo-voltaic power system on the GN support building located on the summit of Mauna Kea, Hawaii, at an elevation of 13,775 ft.
Contractor shall provide all labor, materials, equipment, and tools necessary to permit, procure, install, and interconnect the 98.1 kW Net Energy Meter PV array system.

The system shall be installed in accordance with Contract technical drawings, requirements, and specifications, Hawaii County Code, and a Net Energy Metering Agreement between HELCO, Contractor, and Gemini/AURA.

**Technical Specifications:** The proposed engineered system consists of 300 PV modules (plus six spare PV modules) with an installed rated DC capacity of 98.1 kW. The proposed system shall use six decentralized inverters located inside the support building each rated for 24 kW operating at 480 volts 3-phase. The proposed engineered system shall use commercial roof-to-module connectors to secure the PV panels directly to the existing standing metal seam roof. NO rails shall be required.

The proposed PV Panels and Inverters shall meet the following minimum specifications:

**PV Panels:**
The selected PV panel must have:

- A Panel Efficiency Rating no less than 20.1% measured at standard panel test conditions resulting in a panel Watt Density of no less than 200.5 W/m²
- A Panel Uplift Rating no less than 50 psf

**Inverters:**
The selected Inverters must have:

- A Standard Inverter Capacity of 24 kW operating at 480 volt 3-phase (with less than a 15% derating for site temperature and elevation conditions)
- No wireless or radio communication allowed

**Roof-to-Module Connector:**
The selected roof-to-module connector must include manufacture documentation indicating it can withstand a minimum uplift load greater or equal to 264 lb. load-to-failure when operating with 22 gauge standing seam of Galvalum coated steel as manufactured by Kovach Roof Systems, and called K-3000 or approved equal.

**Contractor shall:**

1. Submit completed and signed NEM Agreement and support documents to HELCO
2. Apply for and receive a County Building Permit
3. Submit to Gemini and receive approval of product info and shop drawing submittals including
   a. Inverter rack layout and mounting details
   b. Conduit runs, raceways, fittings, and mounting details
   c. Wall penetrations details
   d. All electrical equipment including PV panels, inverters, disconnects, and enclosures
4. Procure all necessary hardware
5. Complete OMKM Orientation on the Cultural and Natural Resources of MK prior to commencement of site work for all site workers
6. Install system
7. Notify and participate in a successful Hawaii County inspection
8. Notify HELCO for inspection upon County permit completion
9. Complete any other tasks, documents, or requirements that may be necessary to deliver a complete and operating system

Contract Technical Drawings, Requirements, and Specifications shall include:

- Gemini Drawings A-1 through A-5 (see PVA-01a)
- Electrical Drawings E-1 through E-8 (see PVA-01b)
- Structural Drawings SB-001, SF-1-1, SF-501 (see PVA-01c)
- Other Documents M-1 through M-4 (see PVA-01 d, e, f, g, and h)
  - PVA-01d HELCO Preliminary Circuit Check
  - PVA-01e OMKM Letter of Approval with Conditions
  - PVA-01f OMKM Interim Invasive Species Plan
  - PVA-01g Contractor’s Visitor Information Guide w/Safety Release Form
  - PVA-01h Photos of GN PV Array Site

Gemini will provide Contractor with the following:
1. Access to existing 120 V 15 A power outlets in the general vicinity of the work via contractor provided power cords during normal daytime hours of operation.
2. Access to restrooms inside the building during normal daytime hours of operation
3. Access to a lunch room inside the building during normal daytime hours of operation
4. Access to indoor storage area (≈ 200 sq ft) in the lower area of the telescope enclosure during normal daytime hours of operation
5. Access to a designated outdoor storage area for pre-approved material handling equipment for overnight storage.
6. Inverter Mounting Structure fabricated from 3” x 3” x 3/16” steel as shown on Gemini Drawing A-5.

Normal hours of daytime operation are 9 am to 4:45 pm Monday thru Friday excluding holidays.

GEMINI MAUNA KEA FACILITY SITE INFORMATION AND REQUIREMENTS

1. **Location and Altitude.** The Gemini North Observatory is located at an elevation of 13,775 feet above sea level, which means that there are reduced oxygen levels at the Site which may cause some people mild to severe health problems and which may substantially reduce worker efficiency, especially before workers are acclimatized. Bidder shall thoroughly investigate the special challenges posed by working at this altitude and take all appropriate measures to deal with the issues raised by working at this altitude. AURA shall in no event be responsible for any delays, additional costs, or health problems related to the high altitude of the Site.

2. **Weather on Summit.** Weather on the summit of Mauna Kea is substantially colder and more severe than at sea level in Hawaii. Winter blizzards and/or extremely high winds requiring
evacuation of the summit occur a number of times each winter. Contractor shall plan work accordingly considering hazards associated with severe winter weather conditions.

3. **Access.** Access to the remote summit of Mauna Kea involves unpaved roads with steep grades. Four wheel drive vehicles are recommended, especially in winter due to the possibility of snowstorms. Contractor shall plan work accordingly considering access limitations.

4. **Transportation to Site.** Bidder shall be responsible for providing transportation for its staff, materials, tools and equipment to and from the Site unless otherwise arranged with the Technical Representative in advance.

5. **Compliance with Invasive Species Inspections of Equipment, Materials, and Vehicles.** The University of Hawaii, Office of Mauna Kea Management (OMKM) requires certain equipment, vehicles and materials to be inspected before traveling to the summit of Mauna Kea to reduce the spread of invasive species. In developing its bid, Bidder shall read and comply with the "Vehicle, Equipment, & Delivery - Interim Invasive Species Guidance" (Doc. PVA-01f)

6. **Orientation of the Cultural and Natural Resources of MK.** Prior to commencement of work, all Contractor employees intending to work on-site on Mauna Kea shall attend an orientation presented by the Office of Mauna Kea Management (OMKM) on the unique cultural and natural resources of Mauna Kea. The approximately 1-hr presentation shall be arranged to occur at a mutually agreed time and location. See [http://www.malamamaunakea.org/about-us/calendar](http://www.malamamaunakea.org/about-us/calendar) for scheduling information.

7. **Coordination of Work.** All Services provided by the Contractor shall be carefully coordinated so that work of the Contractor does not negatively impact ongoing 24 hrs per day Gemini operations. To facilitate coordination and performance of work, *each day the Contractor’s staff are on-site, the Contractor’s Representative shall attend a 9:00-9:15 am Operations Coordination Meeting.* At the meeting Contractor and Gemini Technical Representative shall plan and resolve activities that may negatively impact ongoing Gemini operations.

8. **Tools and Equipment.** Bidder will provide all material, tools and equipment needed to perform the work. AURA will not provide any tools, facilities, support services, scaffolding, lifts, lighting, equipment, power distribution cords, or any other materials, supplies, or equipment, except as specifically provided otherwise in this Contract. Before starting work at the Site, the Bidder to whom the contract for the Work is awarded shall provide the Technical Representative with a list of any equipment (other than hand tools) they will use to perform the Services, and for each piece of equipment provide evidence of inspection during the previous 30 days. The Bidder to whom the contract for the work is awarded shall also obtain advance written permission from the Technical Representative for any rentals or purchases of tools or equipment not identified in Bidder’s proposal.

9. **Cleaning.** At the end of each work day, the Contractor shall confirm that all rubbish and other discarded materials are properly disposed of. It is imperative that observatory areas both inside
and outside the building at the end of each work day are left in a clean ready to operate mode. The Technical Representative will conduct a final end of day checks with the Contractor Representative to assure that all areas are in compliance. Contractor shall clean areas of work to the satisfaction of the Gemini Technical Representative.

10. **Exterior Building Material and Tool Storage.** Due to high winds and the cultural sensitivity of the site, Contractor is NOT allowed to store ANY material or tools on the exterior of building when the Contractor is not on-site actively using the material and tools. NO EXTERIOR OVERNIGHT STORAGE ALLOWED (excluding pre-approved lift equipment per item 12 below).

11. **Interior Building Material and Tool Storage.** Gemini shall provide Contractor with approximately 200 sq. ft. of indoor storage space on the lower level of the Enclosure accessible from the lower rear entrance doors. Access to the storage area will only be allowed during normal hours of daytime operation; 9 am to 4:45 pm Monday thru Friday excluding holidays.

12. **Exterior Building Equipment Storage.** Contractor, with written advance approval from Gemini, shall be allowed to park overnight on-site in a designated area material handling equipment that has been properly secured for high wind conditions and a culturally sensitive site. Designated area shall be in the rear lower parking area.

13. **Daily Disposal of Liquid and Hazardous Wastes.** The Contractor shall be responsible for daily disposal of all liquid and hazardous wastes generated while performing the Services, away from the Site and in a manner that is in compliance with all laws and regulations. The Contractor may NOT dispose of such wastes in the wastewater system at the Site.

14. **Daily Disposal of Solid, Non-Hazardous Waste.** The Contractor shall be responsible for disposing daily all solid and non-hazardous waste generated while performing the Services, away from the Site and in a manner that is in compliance with all laws and regulations. The Contractor may NOT dispose of such wastes in Gemini trash receptacles unless specified in writing by the Technical Representative.

15. **Safety.** The Contractor shall be responsible for all safety aspects related to performance of the Work, which shall include adequate safety precautions to protect all personnel employed by the Contractor and its subcontractors, as well as all third parties that may be present at the Site, provided, however, that the provisions of this section are not intended to, and shall not, extend to the benefit of any such personnel or parties as third party beneficiaries under the Construction Services Contract signed by Contractor. The Contractor shall prepare, submit, and implement an adequate safety program that complies with recognized safety standards and all applicable laws, statutes, rules and regulations, including those of OSHA, ANSI, and the NFPA. The Contractor shall ensure that all personnel engaged in the Work are familiar with all pertinent aspects of the Contractor's safety program. Nothing contained in this section shall be construed to limit, waive or terminate the provisions of the Construction Services Contract signed by Contractor which require Contractor to carry insurance.
a. ALL employees and subcontractors of the Contractor working on-site MUST review and sign a Gemini safety waiver PRIOR to traveling to GN (PVA-02a).

b. The Contractor shall follow and obey the AURA safety rules and regulations for the Site and shall take part in Site safety briefings and meetings as scheduled by the Technical Representative.

c. If death or serious injuries and damages occur, the accident shall be reported immediately by telephone or messenger to the Technical Representative. In addition, Contractor shall promptly report in writing to the Technical Representative all accidents whatsoever arising out of, or in connection with, the performance of the Work whether on, or adjacent to, the Site, and shall provide full details and statements of witnesses if and when requested by AURA. If a claim is made by anyone against the Contractor on account of any accident, the Contractor shall promptly report the facts in writing to the Technical Representative, giving full details of the claim.

d. The Contractor shall perform all work in a fire-safe manner and shall supply and maintain on the site adequate fire-fighting equipment capable of extinguishing incipient fires. The Contractor shall comply with applicable federal, state, and local fire-prevention regulations. Where these regulations do not apply, applicable parts of the National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No. 241) shall be followed.

e. The Contractor shall be responsible for ensuring that it complies with the requirements of this Article, and AURA shall have no obligation to review or inspect the adequacy of Contractor’s safety program.

f. Prior to commence of work by the Contractor on the summit, Contractor shall submit to Gemini for review a copy of their Safety Plan demonstrating compliance with OSHA guidelines, requirements and recommendations.

16. **Site grading.** Contractor will NOT be allowed to grade or disturb the grounds adjacent and around the site. Transport and lift equipment must access the support building positioned from the existing driveway and/or roadway with NO additional site grading.

**Minimum Qualifications for Bidders:**
The installation Contractor must possess a Hawaii State DCCA C-13 Electrical license.
Section III: Mandatory Pre-Bid Contractor’s Site Visit Information

Date & Time: December 11, 2014, 8:00 AM HST

Meeting Place: Onizuka Center for International Astronomy Visitor Information Center

(9,500 ft elevation; about 6 miles mauka of the Saddle Road junction)

Attendees will participate in a meeting to discuss the scope of work and technical specifications, view the site of the work, and discuss the services needed.

For additional information, please see the following two documents that accompany this RFB:

- Contractor’s Visitor Information Guide with Pre-Bid Site Visit Information (PVA 01g)
- Gemini North Safety Information Guide with Mandatory Safety Release Form (PVA-02a)

Contractors must notify the AURA Contracts Office via email at Gemini.Contract.N0545030@gemini.edu NO later than 4:00 pm HST, Wednesday, December 10 to:

- To confirm their attendance,
- To submit the mandatory Safety Release Form
- To obtain additional directions, if necessary

Attendees of the Mandatory Contractor’s Pre-Bid Site Visit shall meet first at the Onizuka Center for International Astronomy Visitor Information Station (VIS) at 8:00 am to acclimate then shall proceed in a caravan to the summit at 8:45 am. The Contractor’s Visitor Information Guide includes a map to the designated parking lot and meeting area. Contractors need to provide their own transportation; 4WD highly recommended due to unpredictable weather conditions.
Section IV. INSTRUCTIONS TO BIDDERS

Request for Bid Documents. This Request for Bid is comprised of the following documents:

A. Request for Bid (Document PVA-01). This document, plus supporting documentation (PVA-01a through PVA-01h).
B. Bid Form (Document PVA-02) available in Microsoft Word format. Please review this document carefully before beginning work on your Bid.
C. Gemini North Visitor’s Safety Waiver Form (PVA-02a).
D. Fixed-Price Gemini North Observatory: Installation of a 98.1 kW PV Array System Contract (Document PVA-03). This is the contract that will be used for the Gemini PV Array contract awarded as a result of this RFB. This contract is made up of the following elements:
   i. Fixed-Price Gemini North Observatory: Installation of a 98.1 kW PV Array System Contract: **Main Document**, which covers the basic terms of the contract (price schedule) that will be used for the project. Although this document has a signature line you do NOT need to fill this in or return it as part of your bid.
   ii. Fixed-Price Gemini North Observatory: Installation of a 98.1 kW PV Array System Contract: **Terms and Conditions**, which contains various standard terms and conditions for the contract.

Intent to submit. Please notify AURA of your intent to submit bid by 16 December. Please send an email to Karen Godzyk (Gemini.Contract.N0545030@gemini.edu) notifying her that you intend to submit a bid and the names of the institutions and or companies that would be performing significant parts of the work. This information will allow AURA to ensure that the members of the committee reviewing the bids do not have any conflicts of interest. Failure to give advance notice of your intent to submit a bid and/or failure to disclose membership of your team may result in delays in the selection process. AURA will not disclose the names of the institutions and companies that submit notices of intent to bid unless specifically requested to do so.

Submitting a bid: Bids are contractually binding offers. By submitting a bid you are making an offer to enter into a contract prepared using the Fixed-Price Gemini North Observatory: Installation of a 98.1 kW PV Array System Contract: (Document PVA-03) with the Statement of Work portion modified to conform to the specifics of your bid. You also agree that if you fail to sign such a contract promptly when it is offered to you, AURA may elect, at its sole discretion, to offer a contract to another bidder and/or pursue any available remedies.

   a) Download and complete the Bid Form (Document PVA-02) in Microsoft Word format, answer all the questions and provide all the requested information and documentation. In addition, complete and submit the following documents:
      1. Acknowledgement of having read and agreed to comply with the Gemini North Safety Information w/ Mandatory Safety Release Form (Document PVA-02a)
      2. Preliminary Safety Plan
      3. Preliminary Material Transportation, Storage, and Handling Plan
      4. Preliminary Installation Plan
      5. Proposed Project Schedule
      6. Original Bid Guarantee, Performance Bond, and Payment Bond
b) Each bid must have a lead company. A group of companies may not submit a joint bid in which multiple companies are all listed as equal partners. The only way for a group companies to submit a bid is for one company to submit a bid as a lead contractor with the other companies listed as subcontractors. A single lead contractor is required so that the contract(s) can be quickly awarded without delays associated with placing multiple contracts for one team’s effort.

c) Have the completed Bid Form reviewed, approved, and signed by the appropriate administration official of your institution or company who has authority to bind your institution or company to contractual obligations. In addition, ensure that you have equivalent assurances from all subcontractors.

d) Convert the finished bid to PDF format. Bids should be submitted as a single electronic document in Adobe Acrobat PDF format. Please do not send a hard copy and do not submit multiple electronic documents. Whenever possible, the size of the PDF file should be minimized by printing documents directly to PDF format instead of scanning them. Where signatures are required in the Bid Form you should print the page, have it signed, and then scan the signed page to PDF and attach the signature page to the main document.

e) Submit your bid by emailing it as a PDF file attachment to Karen Godzyk, AURA Contracts Officer, at Gemini.Contract.N0545030@gemini.edu. All bids must be received by AURA on or before the due date and time stated at the top of this document. No oral, telegraphic, or telephonic Bids will be considered. No oral, telegraphic, or telephonic modifications to Bids will be considered. Modifications to Bids submitted may be made electronically, if the modified Bid Documents are delivered to AURA in accordance with the Modification of Bid section (below) before the Bid due date.

f) If selected and contract objections exist, AURA will strive to resolve all objections within 10 working days of selection.

Acknowledgement of Bids: Receipt of bids will be acknowledged by email by 5:00pm MST of the next working day following the deadline for submitting bids. Please contact the AURA Contracts Officer (Gemini.Contract.N0545030@gemini.edu) if you do not receive an acknowledgement. AURA reserves the right to accept bids submitted after the deadline if it can be documented that the failure to meet the deadline was due to technical problems with the transmission of the bid by email.

Modification of Bid: Bids that have already been submitted may only be modified by means of submitting a replacement bid before the deadline for receipt of bids. Bids may not be modified after the due date.

Bid Withdrawals: A Bidder may withdraw its Bid(s) by written request (i.e., email) at any time prior to the scheduled closing time for receipt of Bids. Thereafter, all bids, including all subcontracts, must be valid for 120 days and cannot be withdrawn or modified during that period. Vendors must ensure that this requirement is effectively communicated to all of their subcontractors.

Bid Representations: By submitting a bid you are representing that you have carefully examined this RFB and its referenced documents, understand all aspects of the work, and are not aware of any ambiguities.
in the scope of work or specifications that may affect your proposed price or schedule. By submitting your bid, you are also representing that:

(1) you have the technical and management capabilities to perform the work in a timely and competent manner;

(2) you are not aware of any pending legal, financial, or other action that could have a material detrimental effect on your ability to perform the work in a timely manner;

(3) you have the financial resources reasonably required to complete the work in a competent and timely manner; and

(4) you have the facilities, tools, staff effort, and equipment necessary to perform the work in a timely and competent manner.

**Bid Format:**

a) It is important that all bids conform to the instructions provided in this RFB. Strict conformance is required unless there has been an authorized change through an amendment to the RFB.

b) Bids must be submitted in PDF format.
Section V: EVALUATION CRITERIA

Evaluation criteria: AURA will use evaluation scores to assist in selecting bids for contract award; AURA will consider the following criteria in preparing evaluation scores. The evaluation criteria are listed below with their weighting. The material used to evaluate each criterion shall include, but not be limited to, the listed sections of the Bid Document that you are required to include in your bid as described in section 4.

Responsiveness of Bid
A “NO” to any of the following will result in the bid being deemed unresponsive and not considered.

- Does proposed hardware meet or exceed the required technical specifications?  ____yes/____no
- Does Bidder hold a valid Electrical Contractor (C-13) license from the State of Hawaii?  ____yes/____no
- Does Bidder meet all requirements regarding debarment, suspension, and other required certifications (see Bid Form PV-02)?  ____yes/____no
- Has bidder submitted a fully completed Bid Form (PV-02)?  ____yes/____no
- Has Bidder submitted required bid guarantee and performance and payment bonds?  ____yes/____no

Quality of Bid

Criteria                               Weighting

Bid Price  65%
- Total cost to AURA
- Requested milestone payment schedule
- Details of Itemized cost breakdown
- Results of price analysis
- Fairness and reasonableness of the price

Contractor’s Experience  7%
- Experience on similar projects working on remote, elevated sites similar to Mauna Kea
- Ability and history of successful completion of contracts of this type, meeting projected schedules, and overall experience performing similar work
- Project Manager’s experience and qualifications

References  7%
- Quality of references provided
- No outstanding complaints with the Hawaii Department of Commerce & Consumer Affairs, Professional and Vocational Licensing Office or with the Better Business Bureau
- No filed complaints with the Hawaii Department of Commerce & Consumer Affairs, Professional and Vocational Licensing Office or with the Better Business Bureau within past 5 years

Preliminary Safety plan  7%
- Does the submitted safety plan comply with recognized safety standards and all applicable laws, statutes, rules and regulations, including those of OSHA, ANSI, and the NFPA.
• How well does the safety plan address the unique cultural, natural, and safety issues related to working on the summit of Mauna Kea?
• How well does the safety plan address the specific needs of the OMKM?

Proposed Project Schedule and Installation Plan  
7%
• How reasonable and realistic is the proposed installation schedule?
• How well does the proposed installation schedule meet the expectations of Gemini?
• How well does the proposed installation schedule address weather issues and build in contingency dates (i.e., work will recommence no more than one business day following resolution of weather issue)?

Preliminary Material Transportation, Storage, and Handling Plan  
7%
• How well does the preliminary material transportation, storage, and handling plan comply with OMKM Vehicle, Equipment & Delivery requirements as well as Gemini requirements taking into account the unique cultural, natural, and environmental concerns?
Section VI. 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 Services Agreement 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 Services 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.
Section VI. COMMUNICATION AND QUESTIONS

Any questions or requests for clarification of this Request for Bids document should be directed to:

Karen Godzyk
Contracts Officer
Association of Universities for Research in Astronomy, Inc.
950 N. Cherry Avenue
Tucson, AZ 85719
Email: Gemini.Contract.N0545030@gemini.edu

a) General procedural questions can be handled by telephone. Questions or requests for clarification regarding the scope of work, requirements, or specifications must be submitted by email and must be received at least five working days before the due date for proposals. Answers and clarifications that modify or clarify any of the documents included in this RFB will only be made in writing; vendors shall not rely on verbal answers or clarifications. AURA may decide to share any questions and their answers with all of the vendors by issuing a supplement to the RFB.

b) To ensure that all potential vendors receive the same information, Clarification or direction by other persons at AURA or individuals at the Gemini North Observatory is not permitted during the RFB process. Vendors may not contact any other person at Gemini regarding this procurement without express permission from the AURA Contracts Officer, and vendors may be disqualified from participating in this procurement if they attempt to communicate about this procurement with AURA or Gemini personnel other than the AURA Contracts Officer.

c) Vendors may request modifications to any requirements that are impossible to meet or that appear to needlessly increase the cost of the work. These requests for modifications should be submitted as early as possible before the due date for submitting proposals. Modifications will be issued to all vendors through an amendment to the RFB.

d) AURA may modify parts of the RFB after it has been released. Modifications will be made only by means of amendments to the RFB posted at the top of the RFB web page. Notice of amendments will be distributed only to the email addresses to which the RFB was originally sent. Verbal amendments will be void, so do not rely on any modification to anything in this RFB unless it has been confirmed by a written RFB amendment posted on this page.