REQUEST FOR QUOTES (RFQ) – N0560470

FOR

GEMINI NORTH OBSERVATORY: Roof Weather Sealing (RWS)

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

RFQ Schedule

RFQ Issued: 31 December 2014

Quotes Due: 22 January, 2014 at 12:00 pm HST (noon)

Prepared by
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950 North Cherry Avenue
Tucson, AZ 85719

December 31, 2014
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SECTION I. Introduction and Background

The Gemini Observatory consists of two 8-meter telescopes, one located at the summit of Mauna Kea (MK) 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 early as April 2015, Gemini North Telescope Facility (GN) intends to install a photo-voltaic (PV) power system on the GN support building located on the summit of Mauna Kea, Hawaii, at an elevation of 13,775 ft. Prior to installing the PV system, Gemini seeks to confidently seal the support building roof in seven locations where existing roof pipe penetrations shall be removed. Gemini staff shall remove the existing seven roof penetrations prior to Contractor performing the necessary roof sealing work. The proposed roof weather sealing method shall provide trouble-free, waterproof performance for as long as possible.

Gemini seeks to release the RWS contract no later than mid-February 2015 and complete the RWS work no later than mid-March 2015.

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The RFQ is open to all qualified contractors. 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.

*There is no mandatory pre-quote site visit. However, prior to quote submission and upon request, Contractor shall be granted an opportunity to visit the site and confirm as-built conditions. Visit shall occur at a mutually convenient time pre-arranged with Gemini.*

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

**Scope of Work:** As early as April 2015, Gemini North Telescope Facility (GN) intends to install a photo-voltaic (PV) power system on the GN support building located on the summit of Mauna Kea, Hawaii, at an elevation of 13,775 ft. Prior to installing the PV system, Gemini seeks to confidently seal the support building roof in seven locations where existing roof pipe penetrations shall be removed and shall be
covered by PV panels. Gemini staff shall remove the existing seven roof pipe penetrations prior to Contractor performing the necessary roof weather sealing work.

The Contractor shall provide all necessary material, labor, transportation, and expertise to weather seal the seven areas of the roof. The proposed material, method, and quality of work employed by the Contractor shall provide trouble-free, water proof performance for as long as possible.

The Contractor shall perform the work in accordance with Contract Documents, the Office of Mauna Kea Procedures for Cleaning of Vehicles and Personal Belongings (Invasive Species Plan, SOP#1) plus all applicable laws, codes, and safety regulations.

Technical Specifications and Requirements:
1. General work location and site plan as shown in RWS-01a
2. The seven areas of roof work as shown in RWS-01a
3. Dimension data on the existing standing seam 22 ga metal roof as shown in RWS-01a
4. Upon completion of work, each of the seven roof seal areas shall pass a hose leak test administered by Gemini. Final payment shall not be issued until successful completion of the leak test.

Contractor shall:

Within 14 days of execution of contract:
1. Contractor shall provide Gemini drawings for approval documenting the proposed roof weather sealing design method. Contractor shall not commence field work until the design has been approved in writing by Gemini.
2. Contractor shall provide Gemini for review a Final Site Safety Plan.
3. Contractor shall provide Gemini for review a Mobilization, Transportation, and Waste Disposal Plan.

Prior to start of summit work:
1. All employees of the Contractor intending to work on-site shall complete and sign a Gemini Mandatory Safety Release form.
2. All employees of the Contractor intending to work on-site shall attend an OMKM Orientation on the Cultural and Natural Resources, approximately 1-hr long.

During on-site work:
1. Each day Contractor 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.
2. Each day Contractor staff are on-site, Contractor shall appropriately dispose of all waste material from site at end of day.
3. Each day Contractor staff are on-site, Contractor shall obey and follow all OMKM requirements and guidelines.

Upon Completion of Site Work:
1. Gemini staff shall perform a hose leak test on all seven areas of work. Contractor shall immediately repair any observed problems.
2. Contractor shall provide a minimum 1 year warranty including all necessary cost and effort to repair work performed.

Contract Technical Drawings, Requirements, and Specifications shall include:

- Photos of GN Roof System and existing Roof Penetrations (RWS-01a)
- OMKM Invasive Species Plan (RWS-01b)
- Contractor’s Visitor Information Guide w/Safety Release Form (RWS-01c)

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 100 sq. ft. of indoor storage space located in the lower level of the telescope enclosure.

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 that may cause some people mild to severe health problems and that may substantially reduce worker efficiency, especially before workers are acclimatized. Contractor 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. In accordance with OMKM requirements, Contractors must drive four wheel drive vehicles on the Saddle Road when performing work on Mauna Kea. Contractor shall plan work accordingly considering access limitations.

4. **Transportation to Site.** Contractor 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 Plan.** 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 quote, Contractor shall read and comply with the “Interim Invasive Species Standard Operating Procedure #1” (RWS-01b).

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 scheduled 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.** Contractor 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 Contractor 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 Contractor shall also obtain advance written permission from the Technical Representative for any rentals or purchases of tools or equipment not identified in Contractor’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 the building when the Contractor is not on-site actively using the material and tools. NO EXTERIOR OVERNIGHT STORAGE ALLOWED.
11. **Interior Building Material and Tool Storage.** Gemini shall provide Contractor with approximately 100 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.** 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 daily disposal of 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 who 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 that require Contractor to carry insurance.

   a. ALL employees and subcontractors of the Contractor working on-site MUST review and sign a Gemini safety release form PRIOR to traveling to MK.

   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/or 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 Contractors:**

The Contractor must possess a valid State of Hawaii C42 License.
Section III. INSTRUCTIONS TO BIDDERS

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

A. Request for Quotes (Document RWS-01) - this document - plus supporting documentation.
B. Quote Form (Document RWS-02) available in Microsoft Word format. Please review this document carefully before beginning work on your Quote.
C. Fixed-Price Gemini North Observatory: Roof Weather Sealing Contract (Document RWS-03). This is the contract that will be used for the Gemini Roof Weather Sealing contract awarded as a result of this RFQ. This contract is made up of the following elements:
   i. Fixed-Price Gemini North Observatory: Roof Weather Sealing 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 quote.
   ii. Fixed-Price Gemini North Observatory: Roof Weather Sealing 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 quote by 15 January, 2015. Please send an email to Karen Godzyk (kgodzyk@aura-astronomy.org) notifying her that you intend to submit a quote and the names of the individuals, 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 quotes do not have any conflicts of interest. Failure to give advance notice of your intent to submit a quote 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 quote unless specifically requested to do so.

Submitting a quote: Quotes are contractually binding offers. By submitting a quote you are making an offer to enter into a contract prepared using the Fixed-Price Gemini North Observatory: Roof Weather Sealing Contract: (Document RWS - 03) with the Statement of Work portion modified to conform to the specifics of your quote. 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 contractor and/or pursue any available remedies.

   a) Download and complete the Quote Form (Document RWS-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. Contractor Qualifications Form
      2. References
      3. A Preliminary Project Schedule
      4. A Preliminary Technical Description of Roof Sealing Method
      5. A description of provided Warranty

   b) Each quote must have a lead company. A group of companies may not submit a joint quote in which multiple companies are all listed as equal partners. The only way for a group companies to submit a quote is for one company to submit a quote 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 Quote 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 quote to PDF format. Quotes 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 Quote 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 quote by emailing it as a PDF file attachment to Karen Godzyk, AURA Contracts Officer, at kgodzyk@aura-astronomy.org. All quotes 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 Quotes will be considered. No oral, telegraphic, or telephonic modifications to Quotes will be considered. Modifications to Quotes submitted may be made electronically, if the modified Quote Documents are delivered to AURA in accordance with the Modification of Quote section (below) before the Quote due date.

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

Acknowledgement of Quotes: Receipt of quotes will be acknowledged by email by 5:00pm MST of the next working day following the deadline for submitting quotes. Please contact the AURA Contracts Officer (kgodzyk@aura-astronomy.org) if you do not receive an acknowledgement. AURA reserves the right to accept quotes 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 quote by email.

Modification of Quote: Quotes that have already been submitted may only be modified by means of submitting a replacement quote before the deadline for receipt of quotes. Quotes may not be modified after the due date.

Quote Withdrawals: A Contractor may withdraw its Quote(s) by written request (i.e., email) at any time prior to the scheduled closing time for receipt of Quotes. Thereafter, all quotes, including all subcontracts, must be valid for 90 days and cannot be withdrawn or modified during that period. Contractors must ensure that this requirement is effectively communicated to all of their subcontractors.

Quote Representations: By submitting a quote you are representing that you have carefully examined this RFQ 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 quote, 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.

**Quote Format:**

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

b) Quotes must be submitted in PDF format.
Section IV: EVALUATION CRITERIA

Evaluation criteria: AURA will first determine if a quote is responsive to the RFQ. Thereafter, all responsive quotes will be evaluated based on price as the primary selection criteria.

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

- Does Contractor meet all requirements regarding debarment, suspension, and other required certifications (see Quote Form RWS-02)?
  \[ \text{\_\_\_yes/\_\_\_no} \]
- Does Contractor possess a C42 Roofing License?
  \[ \text{\_\_\_yes/\_\_\_no} \]
- Has Contractor submitted a fully completed Quote Form (RWS-02)?
  \[ \text{\_\_\_yes/\_\_\_no} \]
- Has Contractor submitted a Preliminary Technical Description of the Proposed Roof Sealing Method?
  \[ \text{\_\_\_yes/\_\_\_no} \]
- Has Contractor submitted a description of the provided Warranty
  \[ \text{\_\_\_yes/\_\_\_no} \]

Quote Price
- Total cost to AURA
- Results of price/cost analysis
- Fairness and reasonableness of the price

Perceived confidence level in proposed Roof Sealing Method
\[ 15\% \]

Contractor Schedule
\[ 10\% \]

Contractor Qualifications and References
\[ 5\% \]

Contractor Warranty
\[ 5\% \]
Section V. COMMUNICATION AND QUESTIONS

Any questions or requests for clarification of this Request for Quotes 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: kgodzyk@aura-astronomy.org

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 RFQ will only be made in writing; bidders shall not rely on verbal answers or clarifications. AURA may decide to share any questions and their answers with all of the bidders by issuing a supplement to the RFQ.

b) To ensure that all bidders receive the same information, clarification or direction by other persons at AURA or individuals at the Gemini North Observatory is not permitted during the RFQ process. Bidders may not contact any other person at Gemini regarding this procurement without express permission from the AURA Contracts Officer, and bidders 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) Bidders 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 bidders through an amendment to the RFQ.

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