



## **Procurement and Contracting Services**

### **Request for Proposals for Terahertz Intensity Mapper (TIM) 2.0- Meter Telescope**

**Please mark all proposal submission  
Envelopes with the following information**

**Sealed RFP # S112004  
Due on July 24, 2020 no later than 3:00 PM, MST**

**TABLE OF CONTENTS**  
For  
**REQUEST FOR PROPOSALS NO. S112004**

<b>SECTION #</b>	<b>TITLE</b>
1.0	<a href="#"><u>Statement of Work</u></a>
2.0	<a href="#"><u>Definitions</u></a>
3.0	<a href="#"><u>General Information and Instructions to Proposers</u></a>
4.0	<a href="#"><u>Agreement Terms and Conditions</u></a>
5.0	<a href="#"><u>Scope of Work, Specifications, Technical Requirements</u></a>
6.0	<a href="#"><u>Certifications and Forms</u></a> (Vendor to complete and return with proposal)



## PROCUREMENT AND CONTRACTING SERVICES REQUEST FOR PROPOSALS, RFP # S112004

### 1.0 STATEMENT OF WORK

- 1.1 Summary.** The Arizona Board of Regents (ABOR), on behalf of the University of Arizona, is soliciting proposals from interested vendors to furnish the University with a 2.0-meter diameter telescope for the Terahertz Intensity Mapper (TIM) balloon experiment. Vendors may submit proposals to provide the complete 2.0 meter telescope with reflector, or to provide the 2.0 meter reflector ONLY.
- 1.2 Coverage and Participation.** The intended coverage of this RFP and any Agreement resulting from this solicitation shall be for the use of all Departments at the University of Arizona. The other State Universities, Arizona State University (ASU) and Northern Arizona University (NAU), along with Pima Community College (PCC) and any other educational institution or Governmental entity may access an Agreement resulting from this solicitation issued and administered by the University of Arizona.

### 2.0 DEFINITIONS

- 2.1 Agreement / Contract.** All types of agreements entered into by the Arizona Board of Regents, regardless of what they may be called, for the procurement of materials, services or construction, or the disposal of materials. Meaning is interchangeable.
- 2.2 Customer.** Unless otherwise implied by the context of the specific provision within this RFP, "Customer" means a customer of the vendor, other than the University.
- 2.3 Contractor.** Same as Successful Vendor.
- 2.4 May, Should.** Indicates something that is not mandatory but permissible, recommended or desirable.
- 2.5 MST.** Mountain Standard Time. We **do not** observe Daylight Savings Time.
- 2.6 Must, Shall, Will.** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of your proposal as non-responsive.
- 2.7 Proposal.** The entirety of the vendor's responses to each point of this RFP, including any and all supplemental offers or information not explicitly requested within this RFP.
- 2.8 Proprietary Information.** Information held by the owner that if released to the public or anyone outside the owner's organization, would be detrimental to its interests. It is an issue of fact rather than opinion. Pricing and/or revenues cannot be considered proprietary or confidential.
- 2.9 Provider.** Same as Vendor.

- 2.10 Request for Proposals (RFP).** A competitive process under which discussions and negotiations are allowed, it is not to be confused with a Request for Bid (RFB), in which goods or services are precisely specified and price is substantially the only competitive factor. This RFP provides the University the flexibility to negotiate to arrive at a mutually agreeable relationship. Price will be considered, but will not be the only factor of evaluation.
- 2.11 Respondent.** Same as Vendor.
- 2.12 Response.** Same as Proposal.
- 2.13 Responsible Vendor.** A person who has the capability, including necessary experience, to perform the contract requirements; who has the integrity and reliability which will ensure good faith performance and appropriate quality of the materials, services, construction or construction services, to be provided; and who is in compliance with any and all licensing requirements of the State of Arizona.
- 2.14 Responsive Vendor.** A person who submits a proposal which conforms in all material respects to the Request for Proposals.
- 2.15 Successful Vendor.** Any vendor selected by the University to receive a notice of award as a result of this RFP and to enter into a contract to provide the University with the products or services sought by this RFP
- 2.16 Supplemental Agreement.** Any supplemental terms and conditions agreed to by the parties in writing, which take precedence over all other documents governing the transaction.
- 2.17 Supplier.** Same as Vendor.
- 2.18 University.** Arizona Board of Regents (ABOR), a body corporate, for and on behalf of the University of Arizona.
- 2.19 Vendor.** For purposes of this RFP, "Vendor" means any entity responding to this RFP with the intention of winning the resulting award of contract, performing the work, and/or delivering the goods specified herein.
- 2.20 Vendor's Proposal.** Same as Proposal.
- 2.21 Vendor's Response.** Same as Proposal.

### **3.0 GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS**

- 3.1 Original RFP Document.** The Office of Procurement and Contracting Services shall retain the RFP, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the vendor's submission, is grounds for immediate disqualification.
- 3.2 About the University.** For information about the University of Arizona, please visit the University's Internet web page at: [www.arizona.edu/](http://www.arizona.edu/). For specific demographic information, visit <http://factbook.arizona.edu>.

**University Purpose and Core Values.** The University of Arizona's purpose is working together to expand human potential, explore new horizons and enrich life for all. To fulfill this purpose, the University has adopted Core Values that apply to all faculty, staff, and students, as well as to those doing business with the University. The Core Values are central to the culture of the University, and Vendors are encouraged to review and uphold the following:

- Integrity – Be honest respectful and just
- Compassion – Choose to Care
- Exploration – Be insatiably curious
- Adaptation – Stay open-minded and eager for what's next
- Inclusion – Harness the power of diversity
- Determination – Bear Down

For additional information regarding the University's Purpose and Core Values, please visit <https://www.arizona.edu/purpose-values>.

**3.3 Schedule of Events.** The following is the tentative schedule that will apply to this RFP, but may change in accordance with the University's needs.

06-18-20	Issuance of RFP
06-30-20	Pre-Proposal Conference
07-15-20	Technical Questions/Inquiries due no later than 3:00 PM/MST
07-24-20	RFP is Due <u>July 24, 2020</u> , no later than 3:00 PM, MST
TBD	Vendor Presentations July – August, (if necessary)
09-04-20	Award Notification

**3.4 Pre-Proposal Conference.** A mandatory pre-proposal conference will be held for vendors who intend to respond to this RFP. The purpose of the conference is to provide for questions and answers regarding terms, conditions, or specifications of the RFP.

Notification of attendance should be made to Karen Kenagy at telephone # 520-621-8337, or facsimile # 520-621-8337 or email: [Kenagy@arizona.edu](mailto:Kenagy@arizona.edu)

**Date:** June 30, 2020  
**Time:** 09:00 AM, MST  
**Place:** Zoom Meeting

**Please email the Buyer in advance to be invited to attend the Zoom meeting.**

The Buyer may choose to call for additional pre-proposal conference(s) if, in the sole judgment of the Buyer, there is a need for such conference(s) in order to promote competition.

**3.5 Pre-Proposal Site Visit.** Not Applicable.

**3.6 Accommodations for People with Disabilities.** If the vendor or any of the vendor's employees participating in this RFP need, or have questions about the University's accommodations for people with disabilities, please make arrangements with Karen Kenagy at telephone # 520-621-8337, facsimile # 520-621-1578, email address [kenagy@email.arizona.edu](mailto:kenagy@email.arizona.edu). Such requests should be made as early as possible to allow time to arrange the accommodation(s).

### 3.7 PROPOSAL PREPARATION INSTRUCTIONS

- 3.7.1 Vendor's Understanding of the RFP.** In responding to this RFP, the vendor accepts the responsibility fully to understand the RFP in its entirety, and in detail, including making any inquiries to the University as necessary to gain such understanding. The University reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, the University reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. Related to this, the University's right extends to cancellation of award if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to the University.
- 3.7.2 University Provides Information in Good Faith without Liability.** All information provided by the University in this RFP is offered in good faith. Individual items are subject to change at any time. The University makes no certification that any item is without error. The University is not responsible or liable for any use of the information, or for any claims attempted to be asserted therefrom.
- 3.7.3 Verbal versus Written Communication.** Verbal communication shall not be effective unless formally confirmed in writing by the specified University procurement official in charge of managing this RFP's process. In no case shall verbal communication override written communication.
- 3.7.4 Questions, Communications and Inquiries between the University and Vendors.** **All Vendor inquiries, questions and requests for clarification related to this RFP are to be directed, in writing** (email and facsimile are also acceptable), **ONLY** to the Buyer listed below. Once this RFP has been sent out, Vendors **are not to contact any University Department**, other than Procurement and Contracting Services, concerning this RFP, **or risk disqualification (see [Section 3.7.1](#) above)**:

**For U.S. Mail – Only (Please note that all U.S. Mail, including Express Mail, is delivered to the University's Postal Services office and is then distributed to University Departments, including Procurement and Contracting Services, which may delay it by a day or more):**

The University of Arizona  
Procurement and Contracting Services  
PO Box 210300  
Tucson, Arizona 85721  
Attn: Karen Kenagy

**For other methods of delivery (e.g. FedEx, UPS, etc.):**

The University of Arizona  
Procurement and Contracting Services  
University Services Annex, Bldg. 300A  
220 W. 6<sup>th</sup> Street, 5<sup>th</sup> Floor  
Tucson, Arizona 85701  
Attn: Karen Kenagy

Telephone No. 520-621-8337  
Facsimile No. 520-621-1587  
**Email Address: [kenagy@email.arizona.edu](mailto:kenagy@email.arizona.edu)**

Applicable terms and conditions herein shall govern communications and inquiries between the University and vendors, as they relate to this RFP.

**Informal communications** shall include but are not limited to requests from/to vendors or vendors' representatives of any kind or capacity, to/from any University employee or representative of any kind or capacity, **with the exception of the Purchasing Department**, for information, comments, speculation, etc. Inquiries for clarifications and information that will not require addenda may be submitted verbally to the Buyer named above, at any time.

**Formal communications** shall include but are not limited to the following.

- Questions concerning this RFP must be submitted in writing, and be received **no later than July 15, 2020 @ 3:00 PM/MST**.
- Errors and omissions in this RFP and enhancements. Vendors shall bring to the University's attention any discrepancies, errors, or omissions that may exist within this RFP. Vendors shall recommend to the University any enhancements in respect to this RFP, which might be in the University's best interests. These must be submitted in writing, and be received **no later than July 15, 2020 @ 3:00 PM/MST**.
- Inquiries about technical interpretations must be submitted in writing, and be received **no later than July 15, 2020 @ 3:00 PM**.
- Inquiries for clarifications / information that will **not** require addenda may be submitted verbally to the Buyer named above at any time during this process.
- Verbal and/or written presentations and pre-award negotiations under this RFP.
- Addenda to this RFP.

**Informal communications shall cease on the date of distribution of this RFP and formal communications shall commence. On the date that the University notifies responding vendors of this RFP's results and executes the resulting contract with the successful Vendor, informal communications may resume and formal communications may cease.**

**3.7.5 Addenda and the University's Response to Communications from Vendor.** The University will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within five (5) University business days.

**All addenda will be posted to our web site only:**

**[http://pacs.arizona.edu/RFP-BID Opportunities](http://pacs.arizona.edu/RFP-BID_Opportunities)**

- ***Vendors who want the addenda supplied to them in another form must notify Karen Kenagy of that requirement. Otherwise, it will be the vendor's responsibility to check the web site for any additional information and addenda concerning this RFP.***

**The University will not respond to any questions / requests for clarification that require addenda, if received by the University after July 15, 2020 @ 3:00 PM/MST.**



**3.7.6 Pricing and/or Revenue Proposal.** Vendors shall indicate pricing and/or revenue offers in the appropriate spaces and/or areas provided in this RFP. The University may presume and hold as the vendor's final offer all pricing and/or revenue offerings, whether stated as amounts or percentages, and/or whether or not offered on an all-or-none basis, if not specified by the vendor. The University may accept or reject in part or entirely the vendor's pricing and/or revenue offerings when such offerings are not on an all-or-none basis. Vendor's pricing and/or revenue proposals may not be modified after the RFP Due date and time unless University at its sole discretion decides that future negotiations will only enhance the Vendor's offer to University. Should University decide that such negotiations would not be in University's best interests, pricing and revenue offer by Vendor at Due date and time may be considered by University as the Vendor's best and final offer. Unless otherwise specifically proposed by the vendor, the University reserves the right to hold such pricing and/or revenue proposal as effective for the entire intended contract term. The University may prescribe the manner and method by which pricing and/or revenue offerings shall be communicated in the vendor's proposal. The University may reject any proposal in which the pricing and/or revenue offering does not conform to such prescribed manner and method. Vendors shall indicate pricing and/or revenue offers in the appropriate spaces and/or areas provided in this RFP. Vendors shall ensure that any departure from this condition results in an offer that is clearly cross-referenced to the applicable sections within this RFP. For any material departure from this condition, vendors shall provide clear and unambiguous explanations how the departure relates in detail to the applicable sections within this RFP. If the vendor responds with an "All-or-None" proposal, it shall be clearly and unambiguously marked as such.

**3.7.7 Revisions to the RFP.** The University may revise any part of this RFP for any reason by issuing addenda. **The University will communicate additional information and addenda to this RFP by posting them on our web site.**

[http://pacs.arizona.edu/RFP-BID\\_Opportunities](http://pacs.arizona.edu/RFP-BID_Opportunities)

- **Vendors that want the revisions supplied to them in another way must notify the Buyer listed in this document of that request. Otherwise, it will be the vendor's responsibility to check the web site for any additional information and addenda concerning this RFP.**

Vendors are responsible for the information contained in such addenda, whether or not they acknowledge receipt. The University is under no obligation to communicate such addenda to vendors who notify the University that they will not be responding to this RFP. The University may determine whether an addendum will be considered as part of this RFP and/or as part of any resultant contract. **The University shall reject vendors' responses to addenda if such responses are received after the RFP Due date and time.**

**3.7.8 Attention to Terms and Conditions.** Vendors are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions section of this RFP. The successful Vendor is expected to enter into a form of agreement approved by the Arizona Board of Regents. The University agreement terms and conditions included in this RFP are intended to be incorporated into this agreement. **Proposals that are contingent upon any changes to these terms and conditions may be deemed to be non-responsive and may be rejected.**



- 3.7.9 Required Signatures.** The University may reject any vendor's response if it is not signed as indicated and/or required by the areas, spaces, or forms provided within this RFP.
- 3.7.10 Proposal Organization.** Vendors shall present proposals in a format that can be readily incorporated into a contract. Vendors may present narrative proposals provided that such proposals follow the same outline and numbering scheme of this RFP, including full descriptive cross-references to all requirements listed in [Section 5.0](#). **Vendors should ensure that their proposals include page numbers and are organized in a manner that will facilitate the University's evaluation of them. The University reserves the right to reject without prior notice and without liability of any kind or amount any proposal that it deems overly complex, disorganized, or difficult to evaluate.** The University reserves the right to make such a decision without any input or communication from any other party. Vendors shall ensure that, at a minimum, their proposals contain the components set forth in the following list.
- Original required sections from this RFP
  - Any additional responses in corresponding sequence order
  - Any additional supporting data
- 3.7.11 Collusion Prohibited.** In connection with this RFP, vendor collusion with other vendors or employees thereof, or with any employee of the University, is prohibited and may result in vendor disqualification and/or cancellation of award. Any attempt by the vendor, whether successful or not, to subvert or skirt the principles of open and fair competition may result in vendor disqualification and/or cancellation of award. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.
- 3.7.12 Improper Business Relationships / Conflict of Interest Prohibited.** In connection with this RFP, each vendor shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between or among the vendor, the University, and any other party to this RFP. The University reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to decide whether or not vendor disqualification and/or cancellation of award shall result. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.
- 3.7.13 Corrections, Changes, and Providing Information on Forms within the RFP.** Vendors shall ensure that an authorized individual initials each correction using pen and ink. Vendors shall use pen and ink or typewriter in providing information directly on pages, or copies thereof, contained within this RFP.
- 3.7.14 Proposal Bond.** Not Applicable.
- 3.7.15 Performance and / or Payment Bonds.** Not Applicable.
- 3.7.16 Anti-Kickback.** In compliance with FAR 52.203-7, the University has in place and follows procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in its operations and direct business relationships.

### 3.8 PROPOSAL SUBMISSION AND SUBSEQUENT ACTION

Bids must be delivered sealed; be received and be date / time stamped at the University's Procurement and Contracting Services office reception desk, which is located on the 5th floor of the University Services Annex Building, 220 W. 6th Street, Tucson, AZ 85701 no later than July 24, 2020, @ 3:00 PM/MST.

Vendors, please be advised that it is **your sole responsibility** to ensure that your proposal is received as described in the paragraph above. The University shall not be responsible for any delay's that may occur.

Proposals must be **delivered** to:

Proposals must be **uploaded by the due date and time to:**

<https://pacs.arizona.edu/purchasing/upload>. In response to the current COVID-19 Pandemic, proposals will be accepted via secure upload. Files added to the Secure Document Upload and should be titled in the following format:

RFP S112004 (Vendor Name) Response

At the link above, vendors will see a red box on the left hand of the screen titled Secure Document Upload. Click on the red box and you will drag your RFP response to the section with cloud/documents icon. Under file description type as directed above (example: RFP S112004 Vendor A Response) and enter your email as directed.

**no later than July 24, 2020 @ 3:00 PM/MST.** The University shall not accept proposals received by facsimile. The University shall, at the specified Due date and time, accept all proposals that are otherwise in order. The University will allow interested parties to be present, via zoom if requested, for purposes of identifying which vendors have responded. The University will make no immediate decision at such time, and **there will be no disclosure of any information contained in any proposal until after formal notice of award and execution of any contract resulting from this RFP.** When multiple solicitations have been scheduled to open at the same date and time, the University will open solicitations that have interested individuals present in sequential order by solicitation number. **The University will hold unopened any proposals received after the Due date and time, and will not consider such proposals.** The University reserves the right to retain or dispose of such proposals at its discretion; however, the University may return such proposals to their related vendors, but only at such vendor's request and at no cost or expense whatsoever to the University.

If the University determines that due to an insufficient number of proposals received it would be in the University's best interest, the University may extend the Due date in order to determine why other vendors did not respond and to encourage other vendors to respond.

**3.8.1 Proposal Costs.** The University is not liable in any manner or to any extent for any cost or expense incurred by any vendor in the preparation, submission, presentation, or any other action connected with proposing or otherwise responding to this RFP. Such exemption from liability applies whether such costs are incurred directly by the vendor or indirectly through the vendor's agents, employees, assigns or others, whether related or not to the vendor.

**3.8.2 Withdrawal of RFP.** Vendors may withdraw their proposals any time prior to the RFP Due date and time. Vendors may request to withdraw their proposals after the RFP

Due date and any time prior to selection and notice of award. The University shall have sole authority to grant or deny such a request. In the event the University grants such a request, it may withhold issuing future RFP's to such vendors.

- 3.8.3 University's Right to Use Vendor's Ideas / Proprietary Information.** If the vendor needs to submit proprietary information with the proposal, the vendor shall ensure that they send two different PDF's. One regular PDF for non-confidential information and a separate PDF that is clearly designated and conspicuously labeled as such "Proprietary" for confidential information.

The University shall have the right to use any ideas that are contained in any proposal received in response to this RFP, along with any adaptation of such ideas. Selection or rejection of the proposal shall not affect the University's right of use. Provided, however, that the University will, in good faith, honor any vendor information that is sent as a separate PDF and clearly designated and conspicuously labeled as "Proprietary", and the University concurs that the information is proprietary. The PDF must also include a cover sheet stating the reason(s) why the material is to be considered proprietary. Trade secrets or other proprietary data contained in the proposal documents shall be maintained as confidential in accordance with procedures promulgated by the Procurement Officer and subject to limitations in Arizona or Federal law. **Pricing information cannot be considered proprietary or confidential.** The University shall not be liable in any manner or in any amount for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. The University shall likewise not be liable if it did not know or could not have reasonably known that such information was proprietary. **At no time will the entire proposal be considered proprietary and be kept confidential.**

### 3.9 EVALUATION PROCESS AND AWARD

- 3.9.1 Contractual Intent / Right to Terminate and Recommence RFP Process.** The University intends to contract with one or more vendors whose proposal(s) are considered to be in the best interests of the University. However, the University may terminate this RFP process at any time up to notice of award, without prior notice, and without liability of any kind or amount. Further, the University reserves the right to commence one or more subsequent RFP processes seeking the same or similar products or services covered hereunder.
- 3.9.2 Effective Period of Proposals.** Under this RFP, the University shall hold that vendors' responses to this RFP shall remain in effect for a period of ninety (90) days following the Due date, in order to allow time for evaluation, approval, and award of the contract. Any vendor who does not agree to this condition shall specifically communicate in its proposal such disagreement to the University, along with any proposed alternatives. The University may accept or reject such proposed alternatives without further notification or explanation.
- 3.9.3 Proposal Acceptance/Rejection.** The University reserves the right to reject any or all proposals. Such rejection may be without prior notice and shall be without any liability of any kind or amount to the University. The University shall not accept any proposal that the University deems not to be in its best interests. The University shall reject proposals submitted after the Due date and time.
- 3.9.4 Errors and Omissions in Vendors Proposals.** The University may accept or reject any vendor's proposal, in part or in its entirety, if such proposal contains errors,

omissions, or other problematic information. The University may decide upon the materiality of such errors, omissions, or other problematic information.

**3.9.5 Determination of and Information Concerning Vendor's Qualifications.** The University reserves the right to determine whether a vendor has the ability, capacity, and resources necessary to perform in full any contract resulting from this RFP. The University may request from vendors information it deems necessary to evaluate such vendors' qualifications and capacities to deliver the products and/or services sought hereunder. The University may reject any vendor's proposal for which such information has been requested but which the vendor has not provided. Such information may include but is not limited to:

- Financial resources
- Personnel resources
- Physical resources
- Internal financial, operating, quality assurance, and other similar controls and policies
- Resumes of key executives, officers, and other personnel pertinent to the requirements of the RFP
- Customer references
- Disclosures of complaints or pending actions, legal or otherwise, against the vendor

**3.9.6 Apparently Conflicting Information Obtained by Vendor.** The University is under no obligation whatsoever to honor or observe any information that may apparently conflict with any provision herein, regardless of whether such information is obtained from any office, agent, or employee of the University. Such information shall not affect the vendor's risks or obligations under a contract resulting from this RFP.

**3.9.7 Rejection of Vendor Counter-offers, Stipulations and Other Exceptions.** Any vendor exception, stipulation, counter-offer, requirement, and/or other alternative term or condition shall be considered rejected unless specifically accepted in writing by the University and thereafter incorporated into any contract resulting from this RFP.

**3.9.8 Method of Award.** Each response to this RFP will be reviewed for its overall competence, compliance, format, and organization. Proposals which the University deems overly complex, disorganized, or difficult to evaluate may be rejected in accordance with [Section 3.7.10](#) of this RFP. The award shall be made to the responsive and responsible vendor whose proposal is determined to be the most advantageous to the University of Arizona, taking into consideration the following evaluation criteria listed in the relative descending order of importance. Pricing must be a criterion. However, the University is under no obligation whatsoever to select as most responsive the proposal that demonstrates the lowest pricing.

#### **Evaluation Criteria**

- Technical plan for design and fabrication of the telescope
- Cost
- Vendor Experience
- Overall Responsiveness and Completeness of Bid
- Management Plan and Ability to Meet Schedule
- Reliability/References
- Transportation Plan

**The contract will consist of the University's RFP, the proposal with any and all revisions, award letter, and/or purchase order, and/or the signed agreement between the parties, as stated in that agreement.**

- 3.9.9 Selection, Negotiation, Additional Information.** Although the University reserves the right to negotiate with any vendor or vendors to arrive at its final decision and/or to request additional information or clarification on any matter included in the proposal, it also reserves the right to select the most responsive and responsible vendor or vendors without further discussion, negotiation, or prior notice. The University may presume that *any proposal is a best-and-final offer*.
- 3.9.10 Pre-Award Presentations.** The University reserves the right to require presentations from the highest ranked vendors, in which they may be asked to provide information in addition to that provided in their proposals.
- 3.9.11 Pre-Award Negotiations.** The University reserves the right to negotiate prior to award with the highest ranked vendors for purposes of addressing the matters set forth in the following list, which may not be exhaustive.
- Resolving minor differences and scrivener's errors
  - Clarifying necessary details and responsibilities
  - Emphasizing important issues and points
  - Receiving assurances from vendors
  - Obtaining the lowest and best pricing and/or revenue agreement
- 3.9.12 Notification of Non-Selection.** The University reserves the right not to notify vendors whose RFP responses are not selected for further consideration or notice of award. If the University decides to notify such vendors in writing, it will send the notifications to the address indicated in each such vendor's proposal. Once the award has been finalized, a notice of award may be posted on our [website](#).
- 3.9.13 Vendor's Need to Use Proprietary Rights of the University.** All information proprietary to the University and disclosed by the University to any vendor shall be held in confidence by the vendor and shall be used only for purposes of the vendor's performance under any contract resulting from this RFP.
- 3.9.14 Public Record.** After the award and execution of a contract resulting from this RFP, vendors' proposals become public record and are available for review during the University's regular office hours. The University will, in good faith and to the extent allowed by law, honor any vendor information that is clearly designated and conspicuously labeled as proprietary, and the University agrees that the information is proprietary. If the vendor needs to submit proprietary information with the proposal, the vendor **shall submit two different PDF's, one regular for non-confidential information and a separate PDF marked "Proprietary" for confidential information.** Vendor shall ensure that the Proprietary PDF is separate from the non-confidential proposal and that it is clearly designated and conspicuously labeled as such. The PDF must also contain a cover letter explaining the reason(s) why the enclosed material is to be considered proprietary. At no time shall the entire proposal be considered proprietary and be kept confidential. The University shall not be liable in any manner or in any amount for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. The University shall likewise not be liable if it did not know or could not have



reasonably known that such information was proprietary. **Pricing information cannot be considered proprietary or confidential.**

**3.9.15 Certification.** By signature on the “Proposal Certification” form included herein, the Vendor certifies that the submission of the proposal did not involve collusion or other anti-competitive practices. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. In addition, Vendor certifies whether or not any employee of the University has, or has a relative who has, a substantial interest in any Agreement that may result from this RFP. Vendor also certifies their status with regard to debarment, or suspension by any Federal entity.

Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted proposal and, if applicable, any resulting Agreement. Signing the certification with a false statement shall void the proposal and, if applicable, any resulting Agreement. Any resulting Agreement may be subject to legal remedies provided by law. Vendor agrees to promote and offer to the University only those services and/or materials as stated in and allowed for under resulting Agreement(s).

## **4.0 AGREEMENT TERMS AND CONDITIONS**

The following are the Terms and Conditions that will become part of any Agreement consummated between the University and the Successful Vendor. **In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Supplemental Agreement; Request for Proposals; Proposal.**

- 4.1 Actions of Successful Vendor.** The University is under no obligation whatsoever to be bound by the actions of any Successful Vendor with respect to third parties. The Successful Vendor is not a division or agent of the University.
- 4.2 Advertising.** The Successful Vendor shall not advertise or publish information concerning the Agreement without prior written consent of the University. The University shall not unreasonably withhold permission.
- 4.3 Americans with Disabilities Act and Rehabilitation Act. The Successful Vendor will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act, and all applicable federal regulations.**

All electronic and information technology and products and services to be used by University faculty/staff, students, program participants, or other University constituencies must be compliant with the Americans with Disabilities Act as amended and the Rehabilitation Act. Compliance means that a disabled person can acquire the same information, engage in the same interactions, and enjoy the same services as a nondisabled person, in an equally effective and integrated manner, with substantially equivalent ease of use.

**4.3.1 Electronic and Information Technology.** Any acquisition considered electronic and information technology (EIT) as defined by the Access Board at 36 CFR 1194.4 and in the FAR at 2.101 must comply with Section 508 (36 CFR Part 1194) and, for web-based applications, WCAG 2.0, Level AA Guidelines. In addition, the submission of a completed Voluntary Product Accessibility Template (VPAT) is required so the University of Arizona may ascertain conformance. Proposals or bids without a completed VPAT may be

disqualified from competition. The UA Guide to the VPAT and the templates themselves are available to assist vendors in this process. See information at <http://itaccessibility.arizona.edu/guidelines/purchasing/vpat>.

EIT is information technology (IT) and any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information. EIT includes, but is not limited to:

- telecommunication products, such as telephones;
- information kiosks and transaction machines;
- World Wide Web sites;
- software;
- multimedia (including videotapes); and
- office equipment, such as copiers and fax machines.

The University of Arizona reserves the right to perform real-world testing of a product or service to validate vendor claims regarding Section 508 conformance. To facilitate testing, the vendor will, upon request, provide the University with access to the product being considered for purchase for a period of at least 30 calendar days.

**4.3.2 Services and Products.** An accessible *service or product* is one that can be used by as many people as possible, taking into account their physical, cognitive, emotional, and sensory differences.

Services provided include, but are not limited to:

- education and training;
- cultural and athletic events;
- vehicle rentals
- event space and lodging; and
- parking and transportation.

Products include, but are not limited to:

- office equipment;
- office and classroom furniture; and
- kiosks

**4.4 Conflict of Interest.** Pursuant to the provisions of Arizona Revised Statute § 38-511, the Arizona Board of Regents may, within three years after its execution, cancel the Agreement without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining the Agreement for or on behalf of the Arizona Board of Regents becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of the Agreement while the Agreement or any extension thereof is in effect.

**4.5 Drug Free Workplace.** The Successful Vendor agrees that in the performance of the Agreement, neither the Successful Vendor nor any employee of the Successful Vendor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the Agreement. The University reserves the right to request a copy of the Successful Vendor's Drug Free Workplace Policy. The Successful



Vendor further agrees to insert a provision similar to this statement in all subcontracts for services required.

- 4.6 Equal Opportunity.** The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. 60-1.4.41 C.F.R. Sec. 60-250.4 and 41 C.F.R. Sec. 60-741.4 are incorporated herein by reference and shall be applicable to the Agreement unless the Agreement is exempted under the rules, regulations or orders of the U.S. Secretary of Labor.
- 4.7 Federal, State, and Local Taxes, Licenses and Permits.** Successful Vendor is solely responsible for complying with all laws, ordinances, and regulations on taxes, licenses and permits, as they may apply to any matter under this RFP. The Successful Vendor must demonstrate that they are duly licensed by whatever regulatory body may so require during the performance of the Agreement. Prior to the commencement of Agreement, the Successful Vendor shall be prepared to provide evidence of such licensing as may be requested by the University. Successful Vendor shall, at no expense to the University, procure and keep in force during the entire period of the Agreement all such permits and licenses.
- 4.8 Inspection and Audit.** Pursuant to the provisions of Arizona Revised Statute § 35-214, all books, accounts, reports, files and other records relating to the Agreement shall be subject at all reasonable times to inspection and audit by the Arizona Board of Regents, The University of Arizona or the Auditor General of the State of Arizona, or their agents for five (5) years after completion or termination of the Agreement.
- 4.9 Liens.** Each Successful Vendor shall keep the University free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Successful Vendor.
- 4.10 Modifications.** The Agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.
- 4.11 Non-Discrimination.** The parties shall comply with all applicable state and federal statutes and regulations governing equal employment opportunity, non-discrimination, and immigration.
- 4.12 Sales and Use Tax.** The Successful Vendor agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable law. The Successful Vendor further agrees to indemnify and hold harmless the University from any and all claims and demands made against it by virtue of the failure of the Successful Vendor or any subcontractors to comply with the provisions of any and all said laws. The University is not exempt from state sales and use tax, except for equipment purchased for research or development. Any equipment ordered as tax exempt shall be invoiced separately from taxable systems, even if purchased on the same purchase order as issued by the University.
- 4.13 Prohibited Harassment.** Federal law and the policies of the University prohibit sexual harassment of University employees or students. Sexual harassment includes any unwelcome sexual advance toward a University employee or student, any request for a sexual favor from a University employee or student, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for University employees, or a hostile or offensive academic environment for University students. University vendors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees and students. The employer of any person who the University, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of the Agreement to cause such person to be removed from the project site and from University premises and to

take such other action as may be reasonably necessary to cause the sexual harassment to cease.

- 4.14 Small Business Utilization Program.** The University is committed to its [Small Business Utilization Program](#) and to the development of Small Business. If subcontracting is necessary, the Successful Vendor will make every effort to use Small Businesses in the performance of the Agreement.
- 4.15 Smoking and Tobacco Policy.** This policy applies to the University of Arizona main campus in Tucson, the Arizona Health Sciences Center, the Phoenix Biomedical Center, UA South and all University vehicles. This policy applies to University students, faculty, employees, contractors, volunteers, and visitors on its campuses and in its vehicles. To view the complete policy, click on <http://www.hr.arizona.edu/policy/classified-staff/408.0>. The Successful Vendor is expected to respect this tobacco free policy and fully comply with it.
- 4.16 Export Control.** The Parties acknowledge that any goods, materials, or services specified in this solicitation may be subject to the export control laws of the United States, specifically including, but not limited to, the requirements of the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120 et seq., and the Export Administration Regulations, 15 C.F.R. 730-774. Vendor shall inform the designated Buyer of the export classification in their response. The University may elect not to receive certain export controlled items.
- 4.17 No Boycott of Goods or Services from Israel.** If the Goods/Services provided under this Agreement include the acquisition of services, supplies, information technology or construction with a value of at least \$100,000 and Supplier is engaged in for-profit activity and has 10 or more full-time employees, then, to the extent required by ARS § 35-393.01, Supplier certifies it is not currently engaged in, and during the term of this Agreement will not engage in, a boycott of goods or services from Israel.
- 4.18 Arbitration.** The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS § 12-133.
- 4.19 Act of God.** Neither the Supplier / Contractor nor the University shall be liable for failure to perform if such failure is caused by or due to acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, pandemic, or any cause beyond the control of Supplier / Contractor or the University. Neither party shall be under any further obligation to the other.
- 4.20 Administrative (Legal) Remedies.** The Arizona Board of Regents has promulgated [Administrative \(Legal\) Remedies](#) for alleged breaches or disputes arising from the Agreement. These remedies are exclusive and must be exhausted before the filing of any legal action.
- 4.21 Assignment-Delegation.** No right or interest in the Agreement shall be assigned or delegation of any obligation made by Successful Vendor without the written permission of the University. Any attempted assignment or delegation by Successful Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 4.22 Assignment of Anti-Trust Overcharge Claims.** The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, Successful Vendor hereby assigns to the University any and all claims for such overcharges.
- 4.23 Date for Reckoning Prompt-Payment Discount.** For purposes of determining whether a prompt-payment discount, if applicable, may be taken by the University, the starting date of

such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.

- 4.24 Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of the Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.
- 4.25 Indemnification / Hold Harmless.** The Successful Vendor shall indemnify, defend, and hold harmless to the fullest extent allowed by law the State of Arizona, the Arizona Board of Regents and the University, its officers, agents, and employees (“Indemnitees”) from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys’ fees and/or litigation expenses, which may be brought or made against or incurred on account of breach, or loss of or damage to any property, or for injuries to or death of any person, or financial loss incurred by Indemnitees, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Successful Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement, or arising out of Workers Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Successful Vendor and/or its subcontractors of claims under similar such laws and obligations. Successful Vendor’s obligation under this provision shall not extend to any liability caused by the sole negligence of the State of Arizona, Arizona Board of Regents, University or its officers, agents, and employees. Such indemnification shall specifically include infringement claims made against any and all intellectual property supplied by Successful Vendor and third party infringement under the Agreement.
- 4.26 Insurance Requirements.** Not Applicable.
- 4.27 Intellectual Property.** It is understood and agreed that ownership of intellectual property developed as a result of fulfilling the requirements of this Request for Proposals belongs solely and exclusively to the Arizona Board of Regents on behalf of the University of Arizona. Documents/drawings used in this proposal belong to the Arizona Board of Regents on behalf of the University of Arizona and/or are being used with permission. Intellectual property as used herein, means all forms of legally protectable intellectual property, including copyrights, trademarks, inventions, patent applications, patents and mask works, drawings and/or blueprints. It is also understood and agreed that anything created as a result of an award of this proposal is considered a work for hire under the U.S. copyright laws and as such, the Arizona Board of Regents on behalf of the University of Arizona will own the copyright.
- 4.28 Labor Disputes.** Successful Vendor shall give prompt notice to the University of any actual or potential labor dispute which delays or may delay performance of the Agreement.
- 4.29 Laws and Regulations.** Successful Vendors are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances, and regulations affecting the rights of their employees, and shall protect and indemnify the University, its officers and agents against any claims of liability arising from or based on any violation thereof.
- 4.30 No Replacement of Defective Tender.** Every tender of goods must fully comply with all provisions of the Agreement as to time of delivery, quantity, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach and Successful Vendor shall not have the right to substitute a conforming tender.

- 4.31 No Waiver of Right by the University.** No waiver by University of any breach of the provisions of the Agreement by the Successful Vendor shall in any way be construed to be a waiver of any future breach or bar the University's right to insist on strict performance of the provisions of the Agreement
- 4.32 Parking.** The Successful Vendor shall obtain all parking permits and/or decals that may be required while performing project work on University premises. The Successful Vendor should contact [Parking and Transportation Services](#) located at 1117 E. Sixth St., Tucson, AZ 85721-0181.
- 4.33 Payment Terms.** Payments by the University shall be subject to the provision of Title 35 of Arizona Revised Statutes relating to time and manner of submission of claims. The University's obligation is payable only and solely from funds appropriated for the purpose of the Agreement. Unless otherwise stated herein, the payment terms for the Agreement are Net 30 days.
- 4.34 Performance and / or Payment Bonds.** Not Applicable.
- 4.35 Price Adjustment for Multi-Year Contracts.** Price changes will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Agreement period, and shall be supported by written evidence of increased costs to the Successful Vendor. The University will not approve unsupported price increases that will merely increase the gross profitability of the Successful Vendor at the expense of the University. Price change requests shall be a factor in the Agreement extension review process. The University shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the University.
- 4.36 Prior Course of Dealings.** No trade usage, prior course of dealing, or course of performance under other agreements shall be a part of any agreement resulting from this RFP; nor shall such trade usage, prior course of dealing, or course of performance be used in the interpretation or construction of such resulting agreement.
- 4.37 Referencing of Orders.** For each order issued against an agreement resulting hereunder, the University intends in good faith to reference this RFP for pricing, terms and conditions, delivery location, and other particulars. However, in the event the University fails to do so, the University's right to such terms, conditions, and particulars shall not be affected, and no liability of any kind or amount shall accrue to the University.
- 4.38 Remedies and Applicable Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. University and Successful Vendor shall have all remedies afforded each by said law. The venue in any action or litigation commenced to enforce the Agreement shall be instituted in the appropriate courts in Arizona.
- 4.39 Right of Assurance.** Whenever one party to the Agreement in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of their intent to perform. In the event that a demand is made and no written assurance is given within ten calendar (10) days, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.
- 4.40 Right of Inspection.** University shall have the right to inspect the goods at delivery before accepting them.

- 4.41 Right of Offset.** The University shall be entitled to offset against any sums due the Successful Vendor, any expenses or costs incurred by the University, or damages assessed by the University concerning the Successful Vendor's non-conforming performance or failure to perform the Agreement, or any other debt owing the University, including expenses, costs and damages described in the termination provisions contained herein.
- 4.42 Shipment Under Reservation Prohibited.** Successful Vendor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of the goods.
- 4.43 Successful Vendor to Package Goods.** Successful Vendor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Successful Vendor's name and address; (b) Consignee's name, address and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes and (d) the number of the container bearing the packing slip. Successful Vendor shall bear cost of packaging unless otherwise provided.
- 4.44 Clean Air and Federal Water Pollution Control Act.** The successful vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 4.45 Termination**
- 4.45.1 Convenience.** The University reserves the right to terminate the Agreement in whole or in part at any time when in the best interests of the University without penalty or recourse. Upon receipt of the written notice, the Successful Vendor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the University. In the event of termination under this provision, all documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of and delivered to the University. The Successful Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation shall be the Successful Vendor's sole remedy against the University in the event of termination under this provision.
- 4.45.2 Default.** The University reserves the right to terminate the Agreement in whole or in part due to the failure of the Successful Vendor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The University shall provide written notice of the termination and the reasons for it to the Successful Vendor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of and be delivered to the University on demand. The University may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under the Agreement. The Successful Vendor shall be liable to the University for any Excess Costs incurred by the University in re-procuring the materials or services.
- 4.45.3 Gratuities.** The University may, by written notice to the Successful Vendor, cancel the Agreement if it is discovered by the University that gratuities, in the form of entertainment, gifts or other, were offered or given by the Successful Vendor, or any agent or representative of the Successful Vendor, to any officer or employee of the

University with a view toward securing an Agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by the University pursuant to this provision, University shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Successful Vendor in providing such gratuities.

**4.45.4 Insolvency.** The University shall have the right to terminate the Agreement at any time in the event Successful Vendor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Successful Vendor and not discharged within thirty (30) days; or if Successful Vendor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Successful Vendor or its business.

**4.45.5 Lack of Funding.** The Agreement may be canceled without further obligation on the part of the Arizona Board of Regents and the University of Arizona in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The Successful Vendor shall be notified in writing of such non-appropriation as soon as reasonably possible. No penalty shall accrue to the Board or the University in the event this cancellation provision is exercised. This cancellation provision shall not be construed so as to permit the University to terminate the Agreement in order to acquire similar equipment, material, supplies or services from another party.

**4.45.6 Stop Work Order.** The University may at any time, by written order to the Successful Vendor, require the Successful Vendor to stop all or any part of the work called for by the Agreement for a period of ninety (90) days after the order is delivered to the Successful Vendor, and for any further period to which the parties may agree. The order shall be specifically identified as a Stop Work Order issued under this provision. Upon receipt of the order, the Successful Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, the Successful Vendor shall resume work. The University shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.

**4.45.7 Suspension or Debarment.** The University may by written notice to the Successful Vendor immediately terminate the Agreement if the University determines that the Successful Vendor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor Vendor of any public procurement unit or other governmental body.

**4.46 Continuation of Performance through Termination.** The Successful Vendor shall continue to perform, in accordance with the requirements of Agreement, up to the date of termination, as directed in the termination notice.

**4.47 Title and Risk of Loss.** The title and risk of loss of the goods shall not pass to University until University actually receives the goods at the point or points of delivery.

**4.48 Warranties.** In addition to any implied warranties, Successful Vendor warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed herein, and to the

sample or samples furnished by the Successful Vendor, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

**4.49 Confidentiality.** The parties shall comply with 20 USC Section 1232(g), the Buckley Amendment to the Family Educational Right and Privacy Act of 1974. Therefore, Vendor shall not be entitled to receive Employee or Student information directly from University, other than public information available in University directories which is not protected by federal or state privacy or confidentiality statutes or regulations. Vendor may solicit Employee and Student information directly from Employees and Students subject to prior disclosures by Vendor of all intended uses of such information. Regardless of the Employee or Student personal information, even if such information is publicly available via directories, Vendor shall under no circumstances sell, duplicate, market, or give to any person or persons, entities or other companies a list or other personal information of any or all Employees or Students. All identities and personal information Employees and Students shall remain confidential. And disclosure by Vendor occurring without the express prior written consent of the Employee or Student shall result in the immediate termination of this agreement.

**4.50 Non-Discrimination, Affirmative Action.** Contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

## **5.0 SCOPE OF WORK, SPECIFICATIONS, TECHNICAL REQUIREMENTS**

### **5.1 STATEMENT OF WORK DESIGN - Design, Manufacturing, and Transport of the Terahertz Imaging Telescope (TIM)**

#### **5.1.1 Introduction**

The Terahertz Intensity Mapper (TIM) is a collaboration between Caltech / JPL, University of Arizona (UArizona) Steward Observatory, Arizona State University, the University of Illinois at Urbana-Champaign (UIUC), and University of Pennsylvania (UPenn) to build a balloon borne 2.0 m diameter telescope with the goal of a wholly unprecedented experiment to study the cosmic star formation history. It will map a volume spanning 4.5 billion years of cosmic history ( $0.52 < z < 1.67$ ), on scales from 1–50 Mpc with complete spectroscopic information. It will also demonstrate far-infrared (FIR) spectroscopy limited by the photon noise from the atmosphere and telescope. TIM will be a vital technological, data analysis, and scientific stepping stone to future orbital missions, and will also advance our understanding of galaxy evolution through observations that cannot be replicated with current FIR instruments.

TIM will be launched from Antarctica and perform a long duration balloon (LDB) flight. The mission length of two weeks will be at an altitude of ~37 km. The telescope will move in elevation from horizon to 60 degrees elevation. During operation it will perform fixed elevation scans as it is moved in azimuth via the reaction wheels and gondola torque motor. The telescope will not be exposed to direct sunlight and will be protected by baffles. The flight software allows for the telescope to be autonomously operated after launch as the datalink delay is too slow for real-time commands. At the end of the flight the telescope is released from the balloon, deploys its parachute and is recovered once it has landed.



The telescope will consist of a symmetrical paraboloidal reflector, of 2.0 m in diameter, with a Cassegrain optical layout that interfaces to the instrument package which in turn interfaces to the balloon gondola (see figure 1). In order to guarantee the thermal stability and meet the low mass requirement, the primary reflector surface shall consist of carbon fiber reinforced plastic (CFRP), aluminum machined panels or electro-deposited nickel panels mounted by means of adjusters onto a reflector backup structure (BUS) or it can be a monolithic CFRP or aluminum reflector design. If a BUS is employed it shall be constructed of CFRP.

**5.1.2** The total number of telescopes to be delivered under this Contract corresponding to this Statement of Work is one (1).

UArizona is interested in opening up the bidding process to as many vendors as possible for this RFP. Therefore, to accomplish this UArizona is providing two (2) options for bidders to price based on their capabilities.

Option	Description	Details
#1	Complete 2.0 m Telescope as per AD01	<ul style="list-style-type: none"> <li>• 2.0 m reflector with interface defined in AD01:               <ul style="list-style-type: none"> <li>○ CFRP carbon fiber reinforced plastic (CFRP) panels including a Physical Vapor Deposited (PVD) aluminum coating mounted by means of adjusters onto a reflector backup structure (BUS)</li> <li>○ or aluminum machined panels mounted by means of adjusters onto a (BUS)</li> <li>○ or electro-deposited nickel panels mounted by means of adjusters onto a (BUS)</li> <li>○ or a monolithic CFRP reflector with a PVD aluminum or gold coating.</li> <li>○ or a monolithic aluminum reflector.</li> </ul> </li> <li>• Secondary Support legs in either a tripod or qudrupod configuration to the secondary interface as per AD01.</li> <li>• Packaging &amp; Transportation costs FOB Tucson</li> </ul>
#2		<ul style="list-style-type: none"> <li>• 2.0 m reflector <u>ONLY</u>:               <ul style="list-style-type: none"> <li>○ CFRP carbon fiber reinforced plastic (CFRP) panels including a Physical Vapor Deposited (PVD) aluminum coating and panels mounted by means of adjusters onto a reflector backup structure (BUS)</li> <li>○ or aluminum machined panels mounted by means of adjusters onto a (BUS)</li> <li>○ or electro-deposited nickel panels mounted by means of adjusters onto a (BUS)</li> <li>○ or a monolithic CFRP reflector with a PVD aluminum or gold coating.</li> <li>○ or a monolithic aluminum reflector.</li> <li>○ Clearly defined interface and volume allowance for secondary support lets as per AD01.</li> </ul> </li> <li>• Packaging &amp; Transportation Costs FOB Tucson</li> </ul>

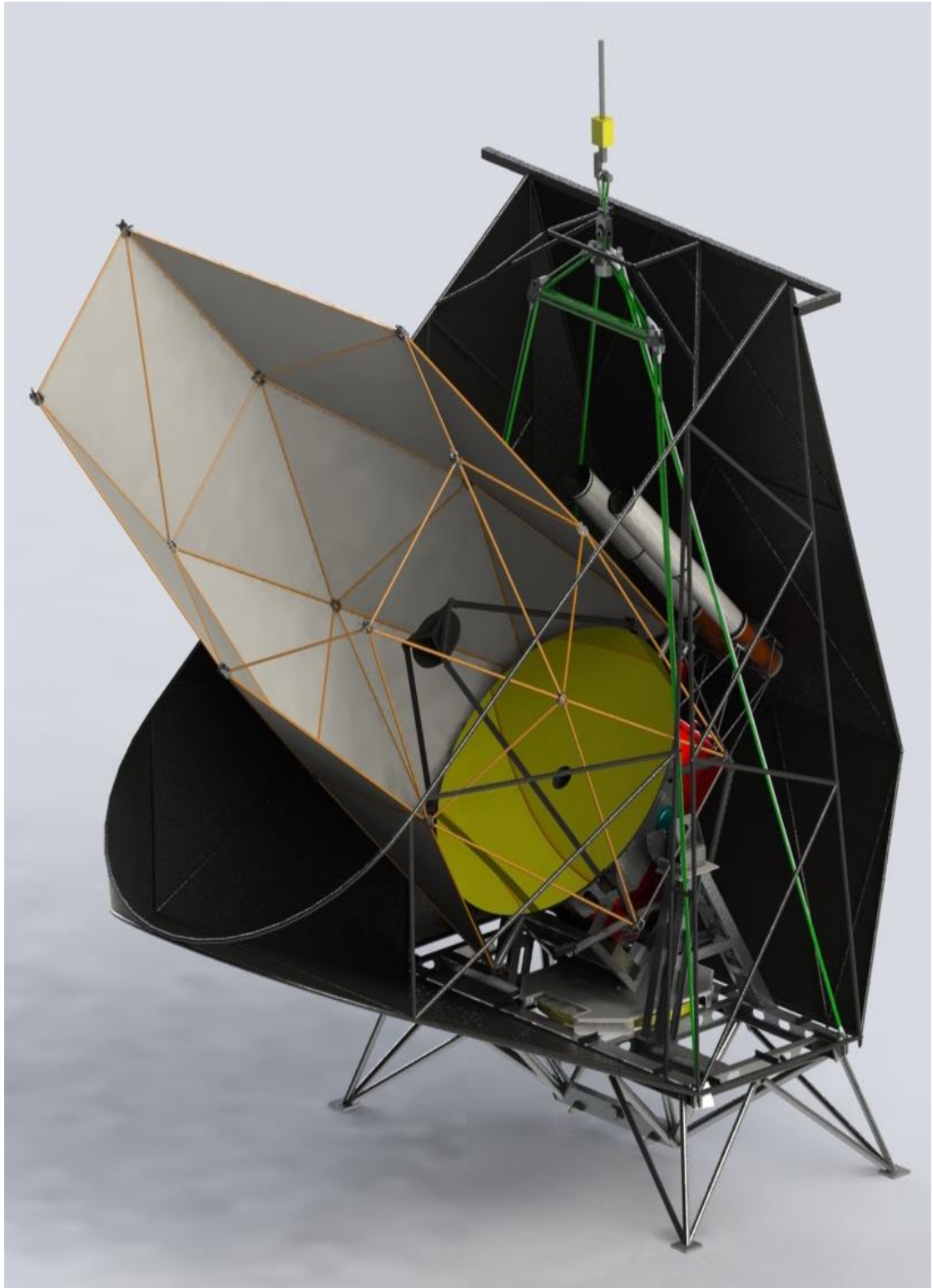


Figure 1 - Rendering of 2.5m BLAST Telescope as an example of what the 2.0m TIM Telescope will look like when completed.

## 5.2 ACRONYMS AND DEFINITIONS

### 5.2.1 Acronyms

AIAT	Assembly, Inspection, and Acceptance of the Telescope at Vendor's Facility
BUS	Backup Structure
Caltech	California Institute of Technology
CFRP	Carbon Fiber Reinforced Plastic
CTE	Coefficient of Thermal Expansion
DRD	Document Requirement Definition
DRL	Documentation Requirement List
DTU	Delivery to UArizona
F1	Fabrication Inspection 1 – Fabrication 50% Complete
F2	Fabrication Inspection 2 – Fabrication at 80% complete
FCDR	Formal Critical Design Review
FEA	Finite Element Analysis
FIR	Far-Infrared
IFA	Inspection of First Article (Applicable only to panel designs.)
IPDR	Informal Preliminary Design Review
IPT	Inspection Point for Tooling (Applicable to CFRP and/or electrodeposit panel mandrels.)
JPL	NASA Jet Propulsion Laboratory
KO	Kick-Off Meeting
LDB	Long Duration Balloon
NCR	Non-Conformance Report
RMS	Root-Mean-Squared
RSS	Root-Sum-Squared
T0	Start of Contract
T0	Start of Contract
TIF	Telescope Interface Flange
TIM	Terahertz Intensity Mapper
UA	University of Arizona
UArizona	University of Arizona
UIUC	University of Illinois at Urbana-Champaign
UPenn	University of Pennsylvania

### 5.2.2 Definitions

**5.2.2.1 University of Arizona** - For the purpose of this Technical Specification the term University of Arizona/UArizona and UArizona TIM Project means the entity monitoring the execution of the Contract as set forth in the Statement of Work.

**5.2.2.2 Telescope Vendor/Vendor** - For the purpose of this Technical Specification the term Telescope Vendor/Vendor means the entity executing the Work of the Contract as set forth in the Statement of Work.

## **5.3 APPLICABLE AND REFERENCE DOCUMENTS**

### **5.3.1 Applicable Documents**

The following documents are integral to this statement of work to the extent specified herein. In the event of conflict between the documents referenced herein and the content of this Statement of Work, the content of this Statement of Work shall be considered as a superseding requirement.

AD01 TIM Telescope Technical Specification

### **5.3.2 General Considerations**

The work described herein consists of the furnishing of labor, materials, services, drawings, data, detailed specifications, test documents, hardware, tooling, and other items required for the design, engineering, fabrication, shipping and acceptance testing of a TIM telescope as further herein specified.

The Vendor shall perform all engineering and management tasks associated with the present statement of work in accordance with the applicable documents, the state of the art and good engineering practice.

The various tasks have to be performed according to the schedule given in Section 5.6, "Technical Milestones" hereunder.

In particular, the Vendor shall perform:

The technical tasks defined under Section 6, "Detailed Definition of The Technical Tasks".

The project management tasks defined under Section 7, "Project Management Related Documents".

## **5.4 TASKS OVERVIEW**

The tasks associated with the design and development, manufacturing, transport, testing integration at the Vendor's site, and delivery of the telescope to Steward Observatory in Tucson, Arizona, have been globally distributed in the following phases:

### **5.4.1 Design Phase**

In this phase, the Vendor shall elaborate the proposal design up to all details and shall demonstrate at design and analysis level the compliance of the design with the Technical Specification. This phase will terminate with the Design Review in which the overall design will be reviewed by the TIM UArizona Project.

### **5.4.2 Manufacturing Phase**

During this phase, the Vendor shall manufacture the telescope. In this phase the Vendor will perform all subsystem and system pre-assembly and verification activities as he deems necessary to assure full compliance with the Technical Specification at the time of delivery of the telescope to UArizona.

### **5.4.3 Factory Assembly Phase**

During this phase, the various parts of the telescope are fully assembled, aligned and tested by the Vendor in the factory. This phase ends with an Assembly & Inspection Point, which allows the start of the Acceptance Testing Phase.

#### **5.4.4 Acceptance Testing Phase**

During this phase, all the testing activities related to the Acceptance Testing of the telescope are performed at the Vendor's facility. The testing will be performed in accordance with the Verification requirements of the Technical Specification. This phase terminates with the Assembly, Inspection, and Acceptance of the telescope.

#### **5.4.5 Transport Phase**

During this phase, the Vendor shall pack and transport to UArizona

### **5.5 TECHNICAL MILESTONES**

T0 Start of Contract  
KO Kick-Off Meeting  
IPDR Informal Preliminary Design Review  
PFDR Pre-Fabrication Design Review  
IPT Inspection Point for Tooling (Applicable to CFRP and/or electrodeposit panel mandrels.)  
IFA Inspection of First Article (Applicable only to panel designs.)  
F1 Fabrication Inspection 1 – Fabrication 50% Complete  
F2 Fabrication Inspection 2 – Fabrication at 80% complete  
AIAT Assembly, Inspection, and Acceptance of the Telescope at Vendor's Facility  
DTU Delivery to UArizona

### **5.6 BASELINE PLANNING AND SCHEDULE REQUIREMENTS**

The schedule of the top-level milestones for the execution of the Contract is the following:

**5.6.1** Telescope Delivered to UArizona twelve (12) months after Start of Contract.

**5.6.2** The detail and intermediate milestones agreed with the Vendor will be incorporated in this Statement of Work at the time of signature of the Contract.

**5.6.3** All deliverable Work set forth herein shall be delivered in strict accordance with the delivery/completion schedule of this contract. Unless otherwise provided delivery dates shall mean receipt at UArizona. If deadlines are missed the Project Manager shall provide notice within 10 days to UArizona that the deadline will be missed and report any corrective actions to be taken to recoup schedule.

### **5.7 DETAILED DEFINITION OF THE TECHNICAL TASKS**

The Vendor shall perform as a minimum the following Technical Tasks covered by this section in order to ensure the proper design and operation of the "Telescope" in compliance with the Technical Specification AD01 and all related applicable documents.

#### **5.7.1 Design Phase**

The purpose of this phase is to provide the detail design of the Telescope, starting from the Proposal Design selected for the execution of the Contract. This phase will terminate with the Pre-Fabrication Design Review. During this phase the vendor shall:

**5.7.1.1** Submit for approval to UArizona TIM Project within two (2) weeks from the Kick-off meeting an updated version of the compliance matrix provided in the bid package.

- 5.7.1.2 As a minimum the Vendor shall perform the engineering analyses required under Section 5.8.2, "Analysis Tasks" and produce the corresponding reports.
- 5.7.1.3 Compute the error budget related to the system performance of the telescope (Section 7 of AD01) and prepare the related error budget report.
- 5.7.1.4 Prepare the engineering design reports related to the performance of the telescope not covered by the Error Budgets.
- 5.7.1.5 Finalize the detail design of the telescope, compliant with the requirements of AD01 and produce the manufacturing plan.
- 5.7.1.6 Perform, as applicable any engineering qualifications that are required by the Vendor's design.
- 5.7.1.7 Deliver the Pre-Fabrication Design Review Data Package four (4) weeks in advance of the Pre-Fabrication Design Review.
- 5.7.1.8 Provide the documents listed under Section 5.8.2, "Analysis Tasks" below.

The Design Phase ends when all issues identified during the PFDR have been resolved and/or implemented by the Vendor.

### 5.7.2 Analysis Tasks

The list below identifies specific analyses which have to be performed as a minimum. Specific requirements governing these analyses are given in ADO1.

- 5.7.2.1 Finite Element Analysis
  - Gravity Loading Analysis
  - Stress analysis and fatigue verification
  - Dynamic analyses (eigenfrequency and launch)
  - Survival conditions load cases (launch and temperature)
  - Thermal modeling and thermal analyses
- 5.7.2.2 Error Budget Computations:
  - Primary surface error budget
- 5.7.2.3 Primary blockage and gaps analysis
- 5.7.2.4 Mass Budget
- 5.7.2.5 Engineering Analysis and reports not specifically mentioned here, if necessary.

### 5.7.3 Qualification Tasks

The Vendor shall in this phase validate any technological choice likely to affect the performance of the Telescope, also considering the ability of the chosen telescope equipment to operate at the environmental conditions expected at altitude. At the PFDR the Vendor shall deliver a material qualification report, if necessary. Vendor shall supply test coupons for surface emissivity verification to UArizona. UArizona shall perform the emissivity testing at UArizona's own expense (see Section 8 of AD01). UArizona may require additional coupons for testing if

the coating is not satisfactory. UArizona and the Vendor shall work collaboratively to formulate a suitable coating.

#### **5.7.4 Packing and Transport to UArizona in Tucson, Arizona**

- 5.7.4.1** The Vendor shall pack, transport and deliver the Telescope and related equipment from the Vendor premises to UArizona in Tucson, Arizona.
- 5.7.4.2** F.O.B. is: The University of Arizona, Steward Observatory, 933 N. Cherry Ave, Tucson, Arizona, 84721.
- 5.7.4.3** The Vendor is responsible for all logistics, including the proper packing of the equipment in reusable crates. Packing shall assume that the equipment will ultimately be shipped by sea to an international destination. General environmental conditions for transport and specific environmental conditions are given in AD01. Particular care shall be applied for protection against corrosion during sea transport. Equipment shall be packed assuming water spray will be encountered during transport.
- 5.7.4.4** For specific equipment, if needed, the Vendor shall include in the packing diagnostic tools (shock measurement devices, temperature and humidity monitors, etc.) able to identify severity of transport conditions, likely to affect integrity and performance of the delivered Telescope

### **5.8 PROJECT MANAGEMENT RELATED DOCUMENTS**

At the time of the Pre-Fabrication Design Review, the Vendor shall deliver the following project management related documents:

- 5.8.1** An updated version of the Manufacturing Plan submitted during the Proposal phase.
- 5.8.2** An updated Verification Plan listing all the verification activities to be performed during the manufacturing and the acceptance testing, in order to verify satisfaction of the requirements of the Technical Specification AD01.
- 5.8.3** Prepare a Compliance Matrix.

### **5.9 FABRICATION PHASE**

**5.9.1 Fabrication of the Telescope.** During this phase the Vendor shall manufacture the Telescope. This includes manufacturing or production of all hardware.

- 5.9.1.1** The Vendor shall procure all parts and materials of the telescope in accordance with the manufacturing plan produced during the Design Phase.
- 5.9.1.2** The Vendor shall perform in this phase all subsystem and system pre-assembly and verification activities as he deems necessary to ensure full compliance with the Technical Specification at the time of acceptance of the Telescope by UArizona.
- 5.9.1.3** Prior to shipment the Vendor shall ensure that:
  - all parts and assemblies are free of manufacturing defects,



- all parts and assemblies conform to the valid manufacturing file (lower level specifications, drawings, part lists),
- all Vendor internal inspection and testing records are available and conform to the Vendor's Verification Plan and Quality Assurance requirements.
- all special tooling is provided.
- all Instruction and an Alignment Manual is provided.

Prior to integration individual subsystems shall have been accepted by the Vendor according to the inspections and tests foreseen in the Manufacturing Plan.

**5.9.2 Acceptance.** Acceptance Testing of the Telescope and the associated deliverables for the Telescope shall take place at the Vendor's facilities after successful completion of the corresponding Assembly Inspection.

The purpose of the Acceptance is to check that the Telescope:

- 5.9.2.1** Meets all functional and performance requirements of ADO1.
- 5.9.2.2** Is free from any material and workmanship defects.
- 5.9.2.3** Is built in accordance with the prescribed Manufacturing Plan.
- 5.9.2.4** The complete documentation is available, correct and in compliance with the Contract requirements.

**5.9.3 Verification Test.** The vendor shall perform all Verification Tests as per ADO1.

**5.9.4 Tooling and Test Equipment.** The Vendor shall design, procure and transport all tooling necessary for the manufacturing, testing, alignment, and transport of the Telescope.

## 5.10 REVIEWS

The Vendor shall plan and prepare project reviews in consultation with UArizona, particularly with regard to the agenda, participants and contents of the reviews. The following major reviews shall be held:

**5.10.1 The Prefabrication Design Review (PFDR)** is a review to verify the complete design of the telescope as prepared during the Design Phase.

The review will cover all aspects of the analyses and design of the telescope. A Design Data Package shall be produced. The Data Package shall be delivered to the UArizona not later than two (2) weeks in advance of the scheduled PFDR. UArizona will need one (1) week to study the Data Package, and to make written comments. The PFDR is closed when all issues and comments raised by UArizona have been taken into account in the design of the Telescope.

The PFDR will take place at Vendor premises.

**5.10.2 The Telescope Acceptance Review** takes place at the Vendor's facilities after completion of Acceptance tests. The Vendor shall complete the Acceptance Data Package to include the results of all tests performed during the acceptance phase as well as those related

to the sub-assembly testing. After closure of all the actions identified, written Acceptance will be granted.

### **5.10.3 As a general rule:**

- 5.10.3.1** Completion of reviews is defined as resolution of all action items, as per the minutes of the review meeting.
- 5.10.3.2** The Vendor shall prepare the various data packages and submit them for comments to UArizona. UArizona will need one (1) week to study the data packages and prepare comments and requests for clarification that will be submitted to the Vendor one (1) week prior to the review meeting.
- 5.10.3.3** UArizona will need one (1) week to review and transmit the comments to the verification/test procedures after their reception.
- 5.10.3.4** When test reports are submitted, UArizona requires a two (2)-week period to approve the report.

## **5.11 INSPECTIONS**

The following inspections will be held:

**5.11.1 Inspection Point for Tooling (IPT)** will be held for CFRP and electroformed-nickel designs. An inspection of the mold shall be performed to ensure the required surface accuracy is met according to the Vendor's specifications before replicating the final reflector surface.

**5.11.2 Inspection of First Article (IFA)** for all panel designs shall be performed to ensure individual panels meet the manufacturers' specifications.

**5.11.3 Assembly, Inspection and Acceptance of Telescope (AIAT)**, the aim of this inspection is to verify that all integration activities have been completed and that the telescope is ready to undergo acceptance testing. It also checks that all testing materials needed in the acceptance testing are available, including the approved Inspection and Test Procedures. A Final Inspection and Test Report shall be issued by the Vendor.

## **5.12 MEETINGS**

The Vendor shall plan and prepare project meetings in consultation with UArizona, particularly with regard to the agenda, participants and contents of the meeting.

Unless otherwise requested by UArizona, the Vendor shall record all the action items for all formal meetings. The action items shall be agreed to by both parties. Agreement of such action items indicates solely that the wording is correct and properly reflects the action to be taken. Agreement to the action items shall not be construed as a formal, contractual agreement. Any matter having contractual implications shall be handled in accordance with the regulations of the Contract.

Any decisions affecting performance, cost, or schedule require formal contractual coverage in order to become binding.

The following major project meetings are foreseen:

### 5.12.1 Kick-off Meeting

At the beginning of the Contract, a Kick-off meeting will be held at Vendor's premises or via videoconference. The aim is to clarify with the Vendor all technical and managerial aspects required to proceed during the Design Phase, and in general to set specific procedures and rules between the Vendor and UArizona to be followed during the execution of the Contract (example communication methods, documentation, etc.).

### 5.12.2 Progress Meetings

During the Design Phase progress, meetings shall be held every two weeks via videoconference, telephonically or at the Vendor's facility as mutually agreed at the Kick-Off meeting. The purpose of a progress meeting is to review the progress of work and to highlight and discuss problems or issues needing special consideration and to determine, as appropriate, the corrective measures to be taken.

The progress meeting will cover the entire scope of the Contract, including programmatic, contractual, and technical aspects.

During the manufacturing phase, the progress meetings will be held every four (4) weeks at a minimum, but more frequently, if mutually agreed.

### 5.12.3 Special Meetings

Special meetings may be requested by UArizona to discuss urgent technical issues, or to review important programmatic aspects. UArizona may request special meetings, one (1) week in advance.

## 5.13 DOCUMENT REQUIREMENT LIST (DRL)

DRD No	Title	Category*	Delivery Date/Weeks	Remarks
1	Project Management, Project Plan and Schedule	A	T0 + 2w	Update from submittal of bid package Schedule to be updated Monthly.
2	Product Assurance Plan	A	T0 + 2w	Update of the bid package
3	Progress Reports	R		To be delivered monthly
4	Change/Waiver Request	A	As needed	
5	Non-Conformance Report	A	As needed	
6	Design Report	R/A	PFDR	
7	Analysis Report	R/A	PFDR	
8	Mass and Balance Budget	R/A	PFDR	Update from submittal of bid package, updated as needed
9	Qualification Summary Report	R/A	PFDR	
10	Drawing set	R/A	PFDR	As-built drawings at AIAT +2w
11	Finite Element Model	R	T0+4 w	Update as needed
12	Pre-Fabrication Design Review Data Package	R	PFDR+2w	
13	Fabrication Plan	R	PFDR	Update from submittal of bid package
14	Assembly –Disassembly Alignment Procedure	R	PFDR	Final version at AIAT
15	Verification Plan	A	PFDR	Update from submittal of bid package To be updated at AIAT-4w
16	Verification, Inspection and Test Procedure	A	AIAT - 4w	
17	Inspection and Test Report	A	AIAT +2w	
18	Compliance Matrix	A	FCDR	

Notes\* A: Approval by UArizona  
R: Review by UArizona

## 5.14 DOCUMENT REQUIREMENT DEFINITIONS (DRD)

### 5.14.1 Project Management Plan, Project Plan, and Project Schedule (DRD-01)

#### 5.14.1.1 The Project Management Plan Shall:

- 5.14.1.1.1 Present the Project Organization implemented by the Vendor.
- 5.14.1.1.2 Describe the Job and Responsibilities of each function in the Organization Chart.
- 5.14.1.1.3 Describe the lines of authority within the Vendor's organization.
- 5.14.1.1.4 Present the Key Personnel assigned to the project and their relevant experience.
- 5.14.1.1.5 A top-level summary of the Plan.
- 5.14.1.1.6 Work Packages description including:
  - The Organization and responsible for the Work Package.
  - The description of the tasks to be performed.
  - The output(s) and/or deliverable(s) of the Work Package.

#### 5.14.1.2 Schedule for the Work Including the Following Tasks:

- 5.14.1.2.1 Design and development activities (non-recurring).
- 5.14.1.2.2 Significant procurement activities
- 5.14.1.2.3 Assembly and integration of product
- 5.14.1.2.4 Testing, acceptance and verification tasks
- 5.14.1.2.5 Support equipment and tools
- 5.14.1.2.6 Packing, logistics and transport
- 5.14.1.2.7 Reviews
- 5.14.1.2.8 Key inspection points
- 5.14.1.2.9 Any other major event
- 5.14.1.2.10 All project milestones

#### 5.14.1.3 The Following Instructions are Emphasized:

- 5.14.1.3.1 The Critical path must be highlighted.
- 5.14.1.3.2 The Percentage of the Completion of the tasks must be indicated.
- 5.14.1.3.3 The duration of activities shall reflect the expected elapsed time from start to finish under normal working conditions taking into account a project calendar which defines working and non-working periods.

### 5.14.2 Product Assurance Plan (DRD-02)

The Product Assurance Plan shall describe the Vendor's general Quality Assurance (QA) philosophy and define in detail all project-specific QA related tasks, procedures, tools, etc. as well as the organizational structure which will be implemented to ensure that all quality and safety requirements are met throughout the complete project cycle.

### **5.14.3 Progress Report (DRD-03)**

- 5.14.3.1** The Progress Report shall summarize the results achieved in the period and planned for the next period at all levels of the project, and show them against the planned date contained in the Project Schedule (DRD-02) putting in evidence any deviations. It shall also describe the critical issues detected at any level (i.e. technical, programmatic) of the project during the reporting period and identify the corrective actions.
- 5.14.3.2** The progress report shall also contain an action item list and the status of all action items which shall also be reviewed at each progress meeting. The Progress Reports covers a full calendar month and shall be issued not later than three working days after the end of the reporting period. In the course of critical phases, UArizona reserves the right to ask the Vendor for additional reports.
- 5.14.3.3** The Progress Report summarizes on periodic base the progress of the project.
- 5.14.3.4** Progress reports are delivered on a monthly basis and shall be duly approved and signed by the Project Manager. Furthermore, the progress report shall include:
- Document lists,
  - Action item list and status,
  - Schedule update showing the current planning versus the baseline planning
  - Change status list

### **5.14.4 Change/Waiver Request (DRD-04)**

The Change Request shall describe the proposed change and contain all information necessary for UArizona to approve or reject the change, as a minimum.

- 5.14.4.1** It shall be duly dated and signed by the Project Manager and shall contain:
- The description and justification of the change requested;
  - The list of specifications, requirements or performances affected by the change;
  - The list of documents, drawings, deliverable items affected by the change;
  - The cost impact, with detailed information on the manpower, material, etc. costs and reflecting the deviation with respect to the baseline work package costing elements;
  - An updated schedule showing the impact on the tasks and key milestones;
  - An assessment of the impact of the change on functional and performance requirements of the project at any level.

**5.14.4.2** A Waiver Request is usually issued during the fabrication test and integration to obtain from UArizona for one\* deliverable item.

5.14.4.2.1 A relief from the relevant specification, test procedure, integration requirements and/or.

5.14.4.2.2 To grant acceptance from UArizona to use different hardware items or materials due to the inability to procure the specified ones in due time to meet the time schedule.

A granted waiver does not lead to changes of any approved and released document

**5.14.4.3** The Waiver Request shall include:

- Definition of the item affected
- Identification of documents and hardware affected
- Description of the waiver
- Effects on costs and schedule

**5.14.4.4** It shall be accompanied by all documentation required by UArizona to judge the acceptability of the waiver. If any change in planned costs, schedule, and performance are expected, these points shall be clearly addressed. (Note: UArizona has no obligation to accept a request for waiver; UArizona will however provide a reply to this request within 4 weeks)

#### **5.14.5 Non-Conformance Report (NCR) (DRD-05)**

It shall report non-conformities which occurred during the manufacture, assembly, testing at all levels of the project and which are authorized by UArizona. The NCR forms are part of the "as built" drawing set. It shall:

- Identify the item at which the non-conformity occurs;
- Identify the originator;
- Describe the non-conformity in detail;
- List the documents, the software and the hardware affected;
- Describe the impact at any level of the project;
- Recommendation for further procedure.

The NCR is forwarded to UArizona by the Project Manager with a recommendation on the further use of the faulty item (re-work, use as is, or scrap) and issues in accordance with this decision the NCR for UArizona approval.

#### **5.14.6 Design Report (DRD-06)**

The Design Report summarizes all the design features of all contract items subject of this contract.

The Design Report shall address every requirement specified in the Technical Specifications and as applicable to the item subject of the Design Report. In particular the Design Report shall contain the following information:

**5.14.6.1 Scope of the Design.** In this section a general description of the contents of the Design Report shall be given.

**5.14.6.2 Applicable Document.** In this section all the documents referred to in the Design Report shall be listed.

**5.14.6.3 Assumptions.** All the assumptions used in the design shall be listed. In particular:

- design constraints
- environmental conditions others than specified in technical specifications
- all calculations methods (if applicable)
- maintenance constraints (if applicable)
- access constraints (if applicable)

(All figures used in the Assumptions shall be referenced).

**5.14.6.4 Materials.** All the materials used in the design and their physical and mechanical properties as well as their chemical behavior shall be given. All applicable treatments and their purposes shall be described.

**5.14.6.5 Design Description.** In this section a complete description of the design shall be given. Every requirement specified in the technical specifications shall be addressed. Figures and sketches shall have a caption and shall be referenced and described in the text. For every design solution supported by calculations shall be made reference to Section 5.8 “Detailed Definition of the Technical Tasks” or to an Analysis Report.

**5.14.6.6 Calculations.** In this section all the calculations supporting the design, others than those included in the Analyses Report, shall be given in detail, including a discussion of the results.

**5.14.6.7 Conclusions.** In this section a statement concerning the compliance of the design with the requirements shall be given. Non-conformities shall be discussed.

#### **5.14.7 Analysis Report (DRD-05)**

**5.14.7.1 Scope of the Analysis.** In this section the purpose of the analysis shall be given as well as a general description of the contents of the Analysis Report.

**5.14.7.2 Applicable Documents.** In this section all the documents referred to in the Analysis Report shall be listed.

**5.14.7.3 Assumptions.** In this section all the assumptions used in the analysis shall be listed and discussed. In particular:

- assumptions used in the definition of the model
- assumptions used in defining the boundary conditions (if applicable)
- assumptions used in defining the material properties (if applicable)
- assumptions used in defining loads and loading cases (if applicable)
- assumptions used in processing the results (if applicable)
- assumptions used in the definition of masses and inertia (if applicable)
- assumptions used in the thermal exchange coefficients (if applicable)
- any other assumption.

- analysis methods

**5.14.7.4 Model.** In this section the model used in the analysis shall be described in detail. In particular:

- the geometry
- the sectional properties (if applicable)
- boundary conditions
- loads topology
- type of elements used (if applicable)
- type of components used (if applicable)
- correspondence between the model and the actual modeled component

Plots and sketches illustrating the model shall be included and shall be readable in all details.

The detail of the description shall allow to reproduce the model.

**5.14.7.5 Loading Cases.** In this section the loading cases shall be identified. The loading applied to the model shall be given and illustrated in plots and/or sketches.

A list of the loaded nodes shall be given (if applicable).

**5.14.7.6 Results.** In this section the results shall be summarized and discussed. The results coming out from the analysis shall be processed in such a way that they are directly comparable with the verification items verified.

A comparison table shall summarize the calculated values with the values of the verification items.

In this section a surface error budget will be provided. The report shall clearly state what are the assumptions made in the computation of the error budgets, indicate the telescope configuration used for the computation of the error budget, and reference the Finite Element Model, and analysis at the basis of the error budget, including postprocessors used in the conversion of the FEA results data.

**5.14.7.7 Conclusion.** In this section a statement concerning the compliance of the design with the requirements shall be given. Non-conformities shall be discussed.

#### **5.14.8 Mass and Balance Budget (DRD-08)**

**5.14.8.1** The mass and balance budget shall be a report providing in an Excel format the up to date values of:

- mass of the Telescope
- center of gravity location

**5.14.8.2** The mass budget shall be kept updated as long as the design progresses, and updated when the results of the mass testing becomes available.

#### **5.14.9 Qualification Summary (DRD-09)**

Qualifications shall be performed for the following design:



- 5.14.9.1 For Monolithic Aluminum and Aluminum Panel designs the report shall contain all data needed to qualify the machining process of the reflector.
- 5.14.9.2 For CFRP designs; the report shall contain all the data needed to validate the Carbon Fiber Reinforced Plastic (CFRP) and the CFRP processes (bonding, gluing, protective coatings ....) used in the design of the telescope.
- 5.14.9.3 Material certifications shall be provided for all critical hardware as described in AD01.

#### **5.14.10 Drawing Set (DRD-10)**

They shall define at **all levels** of the project the as-designed and as-built product.

- 5.14.10.1 Drawing sets shall be prepared in accordance with ANSI standards or equivalent approved by UArizona, and shall contain all information necessary to, assemble, and test the telescope and the necessary support equipment.
- 5.14.10.2 For mechanical parts all drawings necessary for manufacturing of the part shall be provided, including drawings for welding, casting and machining, with heat and surface treatments indicated.
- 5.14.10.3 For assemblies, assembly drawings shall be provided. A Bill of Materials (BOM) shall be provided for each assembly drawing and contain ID number, part number, description, supplier version identifier, and weight.
- 5.14.10.4 For purchased parts datasheets with information function, dimensions, interfaces, etc., shall be provided. A document number shall be assigned to each data sheet.
- 5.14.10.5 All documentation shall be delivered in their native electronic format and in Adobe pdf format.

#### **5.14.11 Finite Element Models (DRD-11)**

Finite element models of the antenna developed by the Vendor are part of the deliverables. The models shall follow the requirements of AD 01.

The delivery shall be updated as long as the design progresses and in case of updates.

#### **5.14.12 Pre-Fabrication Design Review Data Package (DRD-10)**

The design review data package is a collection of all documentation which allows to scrutinize the compatibility of the design with the specified requirement,

The documents contained in the data package are defined in the DRL list of Section 5.14, "Documents Requirement List".

### **5.14.13 Fabrication Plan (DRD-13)**

The fabrication plan shall list all actions which are planned for the fabrication, inspection, testing and transport of the telescope to UArizona. Constraints on procurement or deliveries shall be identified.

### **5.14.14 Assembly-Disassembly Alignment Procedure (DRD-14)**

- 5.14.14.1** It shall list and describe the major steps necessary to disassemble the telescope in its major parts, to assemble it and to verify the alignment.
- 5.14.14.2** It shall describe the features necessary to perform these operations, (flanges, handling fixtures and points, disconnection points, special tools).
- 5.14.14.3** It shall also indicate methods for the checking of the proper alignment of the telescope and the reflector.

### **5.14.15 Verification Plan (DRD-15)**

The Verification Plan shall identify all requirements of the Technical Specification (and ICDs) of the telescope and provide for each requirement the method of verification used (Design, Analysis, Test) in accordance with the Verification Requirements of AD01. It shall therefore identify:

- The phase of the project (fabrication plan) in which the item verification is performed,
- The type of verification in case of test
- The Design Report or the Analysis report covering the item verification (if applicable)
- The Test Procedure (DRD-14) applied for the verification of the item by test (if applicable)
- The Test Report (DRD-15) containing the results of the verification (if applicable)

### **5.14.16 Verification, Inspection And Test Procedure (DRD-16)**

The Test Procedure describes in detail all the necessary operations to perform a verification by inspection or by test.

A test procedure shall be produced for every verification by test required in the verification matrix. Verification by inspection may require also a procedure.

The test Procedure shall contain the following information:

**5.14.16.1 Scope of the Test or Inspection.** In this section the scope of the test shall be described and the verification item shall be identified. It shall also define if the verification is inspection or test.

**5.14.16.2 Applicable Documents.** In this section all the documents referred to in the Procedure shall be listed.

**5.14.16.3 Test of Inspection Conditions.** In this section all applicable requirements needed to perform correctly the test shall be listed (for instance: special

environmental conditions, dedicated tools, test rigs, special requirements on the tested items, etc.), calibration requirements on the tested items, etc.), calibration requirements.

**5.14.16.4 Test of Inspection Procedure.** In this section all the operations required to perform the verification shall be described in deep detail

**5.14.16.5 Test of Inspection Results Presentation.** In this section the procedures to process the raw data for the final presentation of the results shall be described.

#### **5.14.17 Inspection And Test Report (DRD-17)**

The Test Report shall summarize the findings of the tests. The report shall be submitted to UArizona not later than two (2) weeks after the test. The Test Report shall contain the following information:

**5.14.17.1 Scope of the Test.** In this section scope of the test and the verification item shall be identified.

**5.14.17.2 Applicable Documents.** In this section all the documents referred to in the Test Report shall be listed.

**5.14.17.3 Test Procedure.** In this section reference shall be made to the applicable Test Procedure.

**5.14.17.4 Test Results.** In this section the findings of the test shall be given. The results shall be processed in such a way that they are directly comparable with the verification items verified. A comparative table shall summarize the actual finding compared with the verification item.

**5.14.17.5 Conclusion.** In this section a statement concerning the conformance of the test results with the requirements specified shall be given. Non-conformities and changes shall be discussed as far as applicable.

#### **5.14.18 Compliance Matrix (DRD-18)**

The compliance Matrix shall identify in a tabular form all requirements of the Technical Specification (and ICDs) of the telescope and provide for each requirement the method of verification used (Design, Analysis, Test), the reference to the design document or test report where the compliance is demonstrated or shown, the compliance (Y or N) and possible remarks.

It shall be the top level to evaluate the compliance of the antenna with the Technical Specification. It shall also clearly point to requests for waiver and Change requests.

**5.15 Subcontractors.** Vendors shall provide a list of all Subcontractors who will work on this project. Identify the portion of the project that this Subcontractor will perform. Provide the name of the company, a contact name, phone number, email address and company website. Define the scope of work performed and the outcome of the project.

TIM is a Federal funded project. Flow down of all FAR requirements, Terms and Conditions, and submittal of Certificates and Forms is mandatory for all Subcontractors.

**This includes:**

- Equal Employment Opportunity (Section
- Clean Air and Federal Water Pollution (Section 4.44)
- Termination Clause (Section 4.45)
- Primary vendor must address missed deadlines or inadequate product conformance
- Contract Work Hours and Safety Stands Act (40 U.S.C. 3701-3708)
- Certification Regarding Debarment, Suspension, Proposed Debarment and other Responsibility Matters (Mar 1996 as amended) Section 6
- Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991 as amended) Section 6

**5.16 References.** Vendor to provide three (3) customer references, from comparable institutions for similar products or services specified in this RFP, including the names and telephone numbers of the contact persons.

**5.17 Payment Schedule.** Verifiable progress payment schedules must be included with proposal submission.

**5.18 Proposal Submission.** The following elements must be addressed in your proposal submission:

- Selection of Option #1 or Option #2. Provide details on selection.
- Fixed price cost for Option #1 or Option #2
- Fixed price costs for packaging and shipping
- Technical plan for design and fabrication of the telescope
- Technical plan for design and fabrication of the Optics
- Delivery schedule and your ability to meet such schedule
- Provide three (3) References with contact names and details
- Provide details on your company's qualifications and reliability for this scope of work.
- Provide details on your Management Plan and Qualified Personnel who will work on this project.
- Provide details for Packaging and Transportation Plan
- Include a list of all Subcontractors who will work on this project. List a portion of tasks that would be performed by Subcontractors.
- Complete and submit all Certificates and Forms (including Subcontractors)

**5.19 Detailed Pricing.** Vendors are to provide a fixed price cost for options listed. The UArizona will not consider cost plus contracts. **(Return this sheet with your Proposal)**

Option	Description	Details	Price
#1	Complete 2.0 m Telescope as per AD01	<ul style="list-style-type: none"> <li>• 2.0 m reflector with interface defined in AD01:               <ul style="list-style-type: none"> <li>○ CFRP carbon fiber reinforced plastic (CFRP) panels including a Physical Vapor Deposited (PVD) aluminum coating mounted by means of adjusters onto a reflector backup structure (BUS)</li> <li>○ or aluminum machined panels mounted by means of adjusters onto a (BUS)</li> <li>○ or electro-deposited nickel panels mounted by means of adjusters onto a (BUS)</li> <li>○ or a monolithic CFRP reflector with a PVD aluminum coating or gold.</li> <li>○ or a monolithic aluminum reflector.</li> </ul> </li> <li>• Secondary Support legs in either a tripod or qudrupod configuration to the secondary interface as per AD01.</li> <li>• Packaging &amp; Transportation costs FOB Tucson</li> </ul>	
#2		<ul style="list-style-type: none"> <li>• 2.0 m reflector <b>ONLY</b>:               <ul style="list-style-type: none"> <li>○ CFRP carbon fiber reinforced plastic (CFRP) panels including a Physical Vapor Deposited (PVD) aluminum coating and panels mounted by means of adjusters onto a reflector backup structure (BUS)</li> <li>○ or aluminum machined panels mounted by means of adjusters onto a (BUS)</li> <li>○ or electro-deposited nickel panels mounted by means of adjusters onto a (BUS)</li> <li>○ or a monolithic CFRP reflector with a PVD aluminum coating or gold.</li> <li>○ or a monolithic aluminum reflector.</li> <li>○ Clearly defined interface and volume allowance for secondary support lets as per AD01.</li> </ul> </li> <li>• Packaging &amp; Transportation Costs F.O.B Tucson</li> </ul>	

**5.20 Method of Payment & Discount for Early Payment.** The University's preferred method of payment is via credit card. The University would issue a Purchase Order and upon receipt of goods or services, pay subsequent invoices by credit card.

Will you accept payment via credit card? Yes \_\_\_\_\_ No \_\_\_\_\_

Do you offer an early payment discount? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, what is your offer? \_\_\_\_\_ % if paid within \_\_\_\_\_ days after the University receives a proper, accurate and uncontested Invoice for Payment.

If payment via credit card is accepted and an early payment discount is offered, would the University receive the discount if paying by credit card? Yes \_\_\_\_\_ No \_\_\_\_\_

Vendor Payment Terms: \_\_\_\_\_

**6.0 CERTIFICATIONS AND FORMS (Vendor to complete and return with proposal)**

**6.1 Certification of Proposal**

**6.2 Certification Regarding Debarment, Suspension, Proposed Debarment and other Responsibility Matters (Mar 1996 as amended)** (Applicable to Federal Grants and Contracts >\$30k)

**6.3 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991 as amended)** (Applicable to Federal Grants and Contracts >\$150k)

**6.4 Clean Air and Water Certification (APR 1984)**

**6.1. Certification of Proposal** (vendor to complete and return with proposal)

**Explanation.** This certification attests to the vendor's awareness and agreement to the content of this RFP and all accompanying provisions contained herein.

**Action.** Vendor is to ensure that the following certificate is duly completed and correctly executed by an authorized officer of your company.

This proposal is submitted in response to Request for Proposals # S112004 issued by the University of Arizona. The undersigned, as a duly authorized officer, hereby certifies that \_\_\_\_\_ (Vendor Name), located at \_\_\_\_\_ (address), agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions and provisions of the referenced Request for Proposals (RFP) and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal shall remain in effect for a period of ninety-(90) calendar days as of the Due Date for responses to the RFP.

The undersigned certifies that to the best of his/her knowledge: (check one)

There is no officer or employee of the University of Arizona who has, or whose relative has, a substantial interest in any Contract award subsequent to this proposal.

The names of any and all public officers or employees of the University of Arizona who have, or who's relative has, a substantial interest in any Contract award subsequent to this proposal are identified by name as part of this submittal.

The undersigned further certifies that their firm (check one)  IS **or**  IS NOT currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action.

In accordance with [Purchasing Policy 4.3](#) – Small Business Utilization Program, the Undersigned further certifies that your business (check the appropriate areas)  does **or**  does not meet the Federal (S.B.A.) Small Business definition (FAR 19.001) and size standards (FAR 19.102). If it does, please "CHECK" one of the following:  Small Business  Small Disadvantaged  Small Business Women-Owned  Women-Owned Disadvantaged  Veteran owned  HUB Zone  Disabled Veteran Owned  Alaska Native Corp.  Historically Black Colleges and Universities and Minority Institutions

[Arizona Small Business](#) (has less than 100 fulltime employees, including employees employed in any subsidiary or affiliated corporation) please "CHECK one of the following:  AZ. Small Business  AZ. Women Owned  AZ Disadvantaged  AZ Disadvantaged Women-owned.

The undersigned further certifies that as a duly authorized officer, is authorized to negotiate in good faith on behalf of this firm for purposes of this Request for Proposals.

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Email: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Facsimile #: \_\_\_\_\_ F.E.I.N: \_\_\_\_\_



**6.2. CERTIFICATION REGARDING DEBARMENT SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS (MAR 1996)**

In accordance with FAR 52.209.5, complete the following certification regarding debarment suspension, proposed debarment and other responsibility matters and **return the completed certification with your solicitation response.** (Applicable to Federal Contracts and Grants >\$30k)

(a) Certification Regarding Debarment Suspension, Proposed Debarment, and Other Responsibility Matters (Mar 1996 as amended)

- (1) The Offeror certifies, to the best of its knowledge and belief, that
  - (i) The Offeror and/or any of its Principals
    - (A) **Are**  **Are Not**  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,
    - (B) **Have**  **Have Not** , within a three-year period preceding this offer, 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) contract or subcontract, violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - (C) **Are**  **Are Not**  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
  - (ii) The Offeror **Has**  **Has Not** , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals", for the purposes of this certification, means officers; directors, owners, partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government the Contracting Officer may terminate the contract resulting from this solicitation for default. (End of Provision)

\_\_\_\_\_  
(NAME OF FIRM)

\_\_\_\_\_  
(ADDRESS, CITY, STATE, ZIP)

\_\_\_\_\_  
(SIGNATURE)                      (DATE)

\_\_\_\_\_  
(PRINT OR TYPE - NAME AND TITLE)

**6.3. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991 as amended)**

In accordance with FAR 52.203-11 and FAR 52.203-12 entitled "Limitation on Payments to Influence Certain Federal Transactions (Jun 1997 as amended), the following certification and disclosure regarding these FAR provisions are hereby incorporated and made a part of this bid/proposal solicitation requirement. (Applicable to Federal Grants and Contracts >\$150k)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203.12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The Offeror, **by signing its offer**, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989
  - (1) No 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 on his or her behalf 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 (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
  - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$ 100,000 shall certify and disclose accordingly
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

\_\_\_\_\_  
(NAME OF FIRM)

\_\_\_\_\_  
(STREET ADDRESS)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(MAILING ADDRESS)

\_\_\_\_\_  
(TYPED OR PRINTED NAME)

\_\_\_\_\_  
(CITY, STATE, ZIP)

\_\_\_\_\_  
(DATE)

## 6.4 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

In accordance with FAR 52.223-1 and FAR 52.223-2 entitled "Clean Air and Water", complete the following certification regarding Clean Air and Water and **return the completed certification with your solicitation response.**

The Offeror certifies that:

- (a) Any facility to be used in the performance of this proposed contract **Is**  **or Is Not**  listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(End of Provision)

\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print or Type Name and Title)