

REQUEST FOR PROPOSALS (RFP) – Contract ND1503C

FOR

GEMINI NORTH ADAPTIVE OPTICS (GNAO)

“Adaptive Optics Bench”

INSTRUCTION TO OFFERORS

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

PROPOSALS MUST BE RECEIVED BY

**Monday, March 30, 2020 AT 3:00 PM (MST)
(CLOSING DATE)**

Point of Contact for Questions and Proposal Submission:

Barbara Peterman, Contracts Officer

E-mail: GNAO_AOB_RFP@gemini.edu

Phone: +1 (520) 318-8383



Change Record

Version	Date	Description	Owner Name
A	1/15/20	Initial version approved for release	B. Peterman
B	1/23/20	Revised to include clause 2.10 ; changed time of Proposer's Conference to 11:00 AM	B. Peterman
C	2/14/20	Revised to modify clause 2.2 ; changed Letter of Intent to non-mandatory in section IV	C. Blain
D	2/25/20	Revised to modify closing date; changed proposal deadline to March 30, 2020	C. Blain

Amendments

No.	Clause	Description	Date Amended
1	2.10	Added clause regarding prohibition of contingent bids.	1/23/20
2	2.2	Letter of Intent is encouraged but not required	2/14/20
3	n/a	Proposal closing date is now March 30, 2020	2/25/20



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Document Acceptance and Release Notice

The Instructions to Offerors Document is a managed document. To identify changes, each page contains a release number and a page number. This document is authorized for release once all signatures have been obtained.

PREPARED:	_____	Date:	
	Célia Blain GNAO Deputy Project Manager/AOB Product Manager		
APPROVED:	_____	Date:	
	William Rambold GNAO Project Systems Engineer Lead		
APPROVED:	_____	Date:	
	Manuel Lazo Project Manager		
APPROVED:	_____	Date:	
	Gaetano Sivo GNAO Principal Investigator		
APPROVED:	_____	Date:	
	Henry Roe GNAO Sponsor, Gemini Deputy Director		
APPROVED:	_____	Date:	
	Barbara Peterman Contracts Officer		



INTRODUCTION

The Gemini Observatory consists of two 8-meter telescopes; the northern observatory is located on Maunakea in Hawaii, USA (Gemini North), the southern observatory is located on Cerro Pachón, Chile (Gemini South). The Association of Universities for Research in Astronomy, Inc. (AURA) operates the National Science Foundation's National Optical-Infrared Astronomy Research Laboratory and Gemini Observatory under a cooperative agreement with the National Science Foundation on behalf of the international participants. Participant nations are the United States of America, Canada, Chile, Brazil, Argentina, and Korea. For more information, visit the Gemini Observatory website at www.gemini.edu.

The National Science Foundation awarded AURA funding providing support for the Gemini in the Era of Multi-Messenger Astronomy (GEMMA) program. The GEMMA program has three component projects: (i) upgrade the Gemini North Adaptive Optics system, (ii) provide new rapid-response capabilities for time-domain astronomy and (iii) expand community engagement.

Gemini Observatory is developing a new facility class Multi-Conjugate Adaptive Optics (MCAO) system for the Gemini North Telescope. The Gemini North Adaptive Optics (GNAO) is a facility comprised of four main products: (i) an Adaptive Optics Bench (AOB), (ii) a Real-time Controller (RTC), (iii) a Laser Guide Star Facility (LGSF) and (iv) a System Controller (SyCo).

AURA is soliciting proposals to design the Adaptive Optics Bench (AOB). See the set of documents released with this RfP for background information on this facility.



SECTION I. INSTRUCTIONS TO OFFERORS

ARTICLE 1. DEFINITIONS

- 1.1. All definitions set forth in the General Provisions of the Draft Contract, attachments and appendices are applicable to these instructions to Offerors.
- 1.2. The "Request for Proposal Documents" (hereinafter RFP Documents) consist of the following:
 - (a) Statement of Work
 - (b) Requirements Document
 - (c) Instructions to Offerors; (this document)
 - i. Offeror's Proposal
 - ii. Representations and Certifications
 - (d) Offeror's Budget Spreadsheet Template and Budget Justification Template
 - (e) Amendments issued prior to receipt of Proposals (if any);
 - (f) Draft Contract
- 1.3. "Amendments" means the written or graphic instruments issued prior to the execution of the Contract which modify or interpret the RFP documents, including specifications, by additions, deletions, clarifications or corrections, answers to questions posted on the AURA RFP announcement webpage.
- 1.4. "Contract Documents" consist of the following:
 - (a) Contract between AURA and the Contractor;
 - (b) Representations and Certifications
 - (c) Terms and Conditions;
 - (d) Statement of Work
 - (e) Drawings;
 - (f) Specifications;
 - (g) Photos of Area of Work;
 - (h) Amendments and all modifications incorporated in the documents before their execution.
- 1.5. "AURA" means the Association of Universities for Research in Astronomy, Inc., an Arizona non-profit corporation. The term "AURA" includes its authorized representatives. AURA operates the Gemini Observatory and is engaged in managing, operating and maintaining observatories and related activities for research in the field of astronomy. AURA desires to enter into a Contract to perform the **Adaptive Optics Bench (AOB)** work for the **GEMINI NORTH ADAPTIVE OPTICS (GNAO)** facility as described in the Statement of Work.



- 1.6. The National Science Foundation (NSF), hereinafter referred to as the Foundation, is an agency of the United States of America created under the National Science Foundation Act of 1950. The term "Foundation" includes its authorized representatives.
- 1.7. "Offeror" means the person, authorized representative(s), or organization submitting a proposal, and if awarded, shall perform the Work described in the Contract as the "Contractor."
- 1.8. "Contractor" means the person, authorized representative(s) or organization responsible for the completion of the Work. If a proposal is submitted on behalf of multiple parties, the term "Contractor," shall apply to the party or parties responsible for completion of the Work.
- 1.9. "Work" means those tasks, requirements, and obligations described in the Statement of Work as included in the Contract Documents.
- 1.10. "Subcontractor" means a person or organization who/that has a direct agreement with the Contractor to furnish labor or labor and materials at the site of the work. The term also includes lower tier Contractors of a Subcontractor, but it does not include suppliers who/that furnish materials not worked to a special design according to the drawings and specifications. Nothing contained in the Contract shall be deemed or construed to create any contractual relation between AURA and any Subcontractor as defined above.
- 1.11. "Closing Date" means the specified date and time by when all proposal documents must be received by AURA.

ARTICLE 2. PROPOSAL PROCEDURES

- 2.1. Proposals must be submitted in accordance with these RFP Instructions. Any proposal not submitted according or part of a proposal not conforming to the specified formats shall be cause to reject the entire proposal.
- 2.2. Letter of Intent: Offeror is encouraged but not required to submit a Letter of Intent as outlined in Section IV.
- 2.3. Completion of "Offeror's Proposal Documents": Offeror must complete in its entirety the Offeror's Proposal Document in Section II, as well as the accompanying Offeror Budget Spreadsheet Template and Budget Justification Template to show a breakdown of the cost components to enable AURA to complete a cost analysis of Offeror's Proposal.
- 2.4. Prices
 - (a) Prices quoted in the proposal(s) shall not include all federal, state and local taxes due to tax exempt status.
 - (b) Prices quoted in the proposal(s) shall include furnishing of all transportation, materials, equipment, tools, supplies, labor and services necessary or proper for



performance and completion of the Work, except such as may be otherwise expressly provided for in the RFP documents.

(c) All costs must be expressed in US Dollars (\$ USD).

- 2.5. In the event of discrepancy between the prices quoted in the RFP in words and those quoted in figures, the words shall control.
- 2.6. Proposals shall be submitted in an electronic version as a PDF (.pdf), not later than the scheduled Closing Date. Budgets, schedules, requirement matrix and WBS may be in spreadsheet format. Proposals must be no longer than 40 pages. Appendices are not included in the page limit. Proposals shall be doubled spaced, single column printing using no smaller than 10-point type, with no smaller than 0.75" margins. All graphics, tables and drawings must be high resolution and legible with text no smaller than 8-point font.
- 2.7. A proposal may be deemed non-compliant if the entire submission package has not been received by the Closing Date. Proposals must be submitted via e-mail to:

Barbara Peterman, Contracts Officer
Email: GNAO_AOB_RFP@gemini.edu

- 2.8. Offeror may withdraw its proposal, by written request, to GNAO_AOB_RFP@gemini.edu at any time prior to the Closing Date. If an Offeror has submitted a Letter of Intent and later determines that it will not submit a proposal, notice of such is requested by AURA.
- 2.9. Offeror's proposal shall be valid for one hundred eighty (180) days beginning with the Closing Date.
- 2.10. Offeror's shall not submit "contingent proposals" where the work that is being proposed is contingent on the completion of an instrument that is not owned by AURA/NSF. Proposals received with contingency clauses will be deemed unresponsive.

ARTICLE 3. COMMUNICATION AND QUESTIONS

- 3.1. Any questions or requests for clarification of this proposal must be directed to the Contracts Officer, at GNAO_AOB_RFP@gemini.edu. Questions must be submitted by email, and must be received at least five (5) business days before the Closing Date. All questions and responses from any Offeror will be provided to all parties via the AURA website. Any question not conforming to this format will be disregarded.
- 3.2. Clarification or direction by other persons at AURA and AURA Gemini is not permitted during the RFP process.



ARTICLE 4. REVIEW OF DOCUMENTS

- 4.1. AURA reserves the right to make additions, deletions, or modifications to the RFP documents in writing by amendment at any time prior to the closing date. If, in the opinion of the Contracts Officer (hereinafter CO), any such change causes an increase in the time required for submission of Proposals, the CO may, at her sole discretion, adjust the closing date and time accordingly Date in the form of an Amendment posted on the AURA website.
- 4.2. The Offeror shall examine the RFP documents carefully. Any request for interpretation or correction of any ambiguity, inconsistency, or error that the Offeror discovers must be made no later than five (5) days prior to the Closing Date.
- 4.3. All interpretations and corrections shall be issued in writing by the AURA CO in the form of an Amendment posted on the AURA website. The Offeror shall not rely on any interpretation or correction given by any other method.
- 4.4. Prior to receipt of Proposals, addenda, if required, will be posted on the AURA website.
- 4.5. The failure of any Offeror to receive or examine any form, instrument, amendment or other document, or failure to acquaint itself with existing conditions shall not relieve the Offeror from obligations and responsibilities with respect to its Proposal or to the Contract award. The submission of a Proposal shall be taken as prima facie evidence of compliance with this section.

ARTICLE 5. REPRESENTATIONS

- 5.1. Offeror, by submitting a proposal, represents that it is familiar with existing conditions under which the Work will be performed, including, but not limited to, environmental, cultural and operational requirements.
- 5.2.
 - (a) The Offeror, by submitting its proposal, represents that it has read and understands the proposal Documents, and by submitting a proposal acknowledges acceptance of all of the Terms and Conditions of the proposal Documents as defined in 1.2 of these Proposal Instructions.
 - (b) Any exceptions to the Contract Documents shall be stated on the Vendor's Letterhead and submitted with its Proposal with clear and concise justification(s). The Offeror is required to provide alternative wording for consideration by the AURA.
 - (c) The Offeror, by submitting a Proposal, certifies that the Contract Documents, including the General Provisions, the Terms and Conditions and SOW have been reviewed and accepted by the contracts representative of Offeror's organization, or that the Offeror has noted such exception(s) to the Contract with its Proposal.



- 5.3. Offeror shall submit a resolution giving evidence of its qualification of corporate signature authority.

ARTICLE 6. ALTERNATE PROVISIONS

- 6.1. Each Offeror represents that its Proposal is based upon the Specifications, terms and conditions, materials and equipment described in the Proposal documents, unless substitutions have been expressly permitted.
- 6.2. A proposal containing an alternate provision(s) shall be accompanied by full and complete justification and technical description of the alternate provisions(s) along with a detailed cost analysis of the differences between the alternate and original provisions. AURA reserves the right to request such other additional information as may be required for approval either before or after receipt of proposals.
- 6.3. Failure to provide justification or technical descriptions for approval purposes may be cause to reject the proposal.

ARTICLE 7. COMPLETION TIME

- 7.1. Offeror shall specify in its proposal the time required to complete the work described. The time of performance shall be dated from receipt of a Contract, and all costs included in the proposal shall be for the Work to be completed within that period.

ARTICLE 8. EVALUATION OF PROPOSAL

- 8.1. Proposals will be opened and evaluated privately by AURA after the Closing Date.
- 8.2. Proposals will be evaluated according to the Source Selection Plan on the following major factors:
 - Technical Criteria
 - Price
 - Schedule
 - References
 - Experience
- 8.3. All proposal documents received will be considered confidential and will not be released except as needed to complete the evaluation and selection process.
- 8.4. The award of the Contract(s), if any, made by AURA, will be made to the Offeror(s) that presents the best value. AURA reserves the right to determine, at its sole and exclusive discretion, which proposal, if any, best meets the “best value” requirement and whether it is



in the best interests of AURA to accept the proposal. Therefore, Offeror shall ensure that all requested information is included in its proposal.

ARTICLE 9. REJECTION OF PROPOSALS

- 9.1. AURA reserves the right to accept or reject any or all proposals or any combination thereof, to withhold an award for any reason it may determine, or to waive any irregularities or informalities in the proposals or in the submission of proposals.
- 9.2. All submitted proposals shall become the sole and exclusive property of AURA.

ARTICLE 10. DUTY OF OFFEROR TO CHECK AURA WEBSITE

- 10.1. AURA has established a Web page to display AURA Proposal Opportunities. The AURA Proposal Opportunities web page will display all pending RFB, RFPs, etc. issued by the AURA Contracts Office as well as any amendments issued to such RFBs, RFPs, etc.
- 10.2. It shall be the Offeror's obligation to check the AURA Proposal Opportunities Web page to view and obtain copies of amendments and announcements related to the RFP they seek to Propose on.



SECTION II. PROPOSAL FORM

DATE: _____

TO: AURA Contracts Office
Association of Universities for Research in Astronomy, Inc.
950 N. Cherry Avenue
P. O. Box 26732
Tucson, AZ 857266732

FROM:

(Legal Name of individual, firm or corporation bidding)

(Complete Business Address)

(Signature)

(Title)

In compliance with AURA's Request for Proposal No. ND1503C, the Offeror hereby proposes to furnish all labor, materials, equipment and supplies to perform the Work for AURA's **Adaptive Optics Bench** in accordance with the Specifications, pertinent Contract Documents and Statement of Work.

1. Offeror's Proposal Submittal shall include the following:
 - A. A Cover Sheet. (RFP Number, Proposal Title name/address of the firm, Technical and Administrative points of contact, DUNS number, Teamed Organizations if any, and any other pertinent information);
 - B. An abstract summarizing the proposed effort
 - C. The Technical Proposal, as outlined in the Statement of Work
 - D. Offeror's Proposal Form
 - E. Offeror's Budget Spreadsheet and Budget Justification
 - F. Other relevant information.

2. The Offeror hereby specifies, in accordance with Article 7, Completion Time, of Instructions to Offerors (Section I), that work shall be completed within calendar days after receipt of the Contract.



3. In accordance with the above completion schedule and enclosed specifications, the Offeror hereby proposes to accomplish the work described above for a total of:

_____DOLLARS (\$)

This amount includes all applicable federal, state and city taxes.

MK MILESTONE PAYMENT SCHEDULE

Contractor shall provide a Milestone Payment Schedule. Milestone Payments shall be based on verifiable deliverables identified in Offeror’s preliminary Project Schedule. Sum of Milestone Payments shall equal full Contract Cost.

Milestone	Month	Value (\$ or %)	Cumulative Value
1-			
2-			
3-			
4-			
5-			
6-			
7-			
8-			
9-			
10-			
11-			
12-			



SECTION III. PROPOSERS CONFERENCE

The Proposers conference is scheduled for **11:00 AM MST on Monday, February 3rd, 2020**. The conference will be held by video conference. Connection details will be posted on the AURA website.

Offerors should notify the AURA Contracts Officer at **GNAO_AOB_RFP@gemini.edu** prior to the meeting date, to provide confirmation of their attendance.

SECTION IV. LETTER OF INTENT (LOI)

A non-mandatory Letter of Intent is due by **5:00 MST, Friday, February 7th, 2020 or any day before**. Upon receipt of the LOI, the GNAO Technical Representative will release the opto-mechanical design documents and files (Zemax and CAD) generated by the team during the Conceptual Design Stage of the project. The letter shall contain the following information:

- Lead organization:
- Technical Point of contact:
- Business point of contact:
- List of key personnel including:
 - The PI(s)
 - Project Manager and all senior personnel expected to be involved in the project.
- List of the proposed project team member organizations including all potential subcontractors, collaborators, and partnering institutions and their roles in the project.

A maximum of 500 words synopsis of the project to include the following:

- The team's relative knowledge and experience in building a facility-class astronomical instrument for an 8m-class telescope.
- The infrastructure and ability (Technical Management, and organizational support) of the organization(s) building the proposed instrument including known and potential contractors.



SECTION V. ASSOCIATION OF UNIVERSITIES FOR RESEARCH IN ASTRONOMY, Inc. REPRESENTATIONS AND CERTIFICATIONS

(Must be completed and returned)

Date: _____

The Contractor, by checking the appropriate boxes, makes the following representations and certifications:

A. REGULAR DEALER-MANUFACTURER

It is a regular dealer in, manufacturer of, the items offered.

B. SMALL BUSINESS/SMALL DISADVANTAGED BUSINESS SUBCONTRACTING

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

Business Size (Check One)

- Small A domestic concern that is independently owned and operated, is not dominant in the field of its operations, qualifies under the criteria covering annual receipts set forth in Section 3 of the Small Business Act and does not employ more than 500 employees.
- Large A domestic concern which, including domestic and foreign divisions and affiliates, normally employs 500 or more persons, is independently or publicly owned or controlled and operated, and which may be a division of another domestic or foreign concern.

Business Classification (Check as many as are applicable)

- Minority 51% of business or stock is owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one more of such individuals.

Socially and economically disadvantaged individuals including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans and other minorities, or any other individual found to be disadvantaged pursuant to Section 8(a) of the Small Business Act.

Native Americans include American Indians, Eskimos, Aleuts, and native Hawaiians. Asian-Pacific Americans includes U. S. citizens whose origins are Guam, the U. S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia and Taiwan.



- For assistance in determining your business size and socially and economically disadvantaged status, contact the nearest office of the Small Business Administration.
- () Women-Owned A business that is at least 51% owned, controlled and operated by a woman or women.
- Note:** Controlled is defined as exercising the power to make policy decisions. Operated is defined as actively involved in the day-to-day management.
- () Non-Profit A business or organization that has received non-profit status under IRS Regulation 501(c)(3).
 - () Public An agency of the Federal or State Government Sector or a municipality.
 - () Sheltered A sheltered workshop or other equivalent business basically employing the handicapped.
 - () Handicapped A business that is owned, controlled and operated by a handicapped person(s).
 - () Foreign A concern which is not incorporated in the United States or an unincorporated concern having its principal place of business outside the United States.

Business Status (Check One) - For IRS Reporting Requirements

- () Corporation A business entity that is registered with a state in the United States as a corporation, including non-profit corporations but excluding professional corporations.
- () Other An individual, or other business entity that is not a registered corporation. This includes corporations, independent contractors, partnerships, and the like.

Indicate Your:

D-U-N-S No. _____

Federal Empl. ID # _____

Social Security # _____

SAM Registration (Yes or No) _____

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



C. DEBARMENT/SUSPENSION STATUS

Contractor certifies to the best of its knowledge and belief that it and its principals:

- a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a covered transaction by any Federal department or agency;
- b) have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in paragraph b of this certification; and
- d) have not within a three-year period preceding this proposal for bid had one or more public transactions (Federal, state or local) terminated for cause or default.

The Contractor agrees to provide immediate notice to the AURA Contracting Officer in the event of being suspended, debarred, or declared ineligible by any department or Federal Agency, or upon receipt of a notice of proposed debarment that is received after the submission of the bid or offer, but prior to the award of the purchase order or contract.

CERTIFICATION

The Contractor hereby certifies that it has read the above Debarment/Suspension Status requirements and that it understands and will comply with these requirements.

Please advise this facility as soon as possible when the status of your company changes from that indicated above.

Contractor's Name (printed or typed)

Address

Signature of Authorized Representative Date

Title of Authorized Representative



D. QUALIFICATION OF CORPORATE SIGNATURE

(to be completed if Contractor is a corporation)

_____, incorporated in the
(Name of Corporation)

state (country) of _____,

RESOLVES THAT:

(Name)

(Title)

of this corporation is hereby authorized, empowered and directed, for and on behalf of this corporation and its corporate name, to make and execute bids, offers and contracts binding upon this corporation for supplies and services required or rendered by this corporation in the course of this business in an amount up to:

_____ DOLLARS (\$_____).

CERTIFICATE

I hereby certify that I am a duly elected and qualified _____, of the above named

(Title)

corporation, that the foregoing is a true and correct statement of a resolution adopted at a meeting of the Board of Directors of said corporation, and that the foregoing resolution is in full force and effect and has not been repealed, amended, or canceled.

IN WITNESS WHEREOF I have hereunto set my hand on behalf of said corporation.

(Signature of Authorized Representative)

Date



E. QUALIFICATION OF LIMITED LIABILITY COMPANY SIGNATURE

(to be completed if Contractor is a limited liability company)

_____, organized in the
(Name of Limited Liability Company)
state (country) of _____,

RESOLVES THAT:

_____,
(Name) (Title)

of this limited liability company is hereby authorized, empowered and directed, for and on behalf of this corporation and this limited liability company and its limited liability name, to make and execute bids, offers and contracts binding upon this limited liability company for supplies and services required or rendered by this limited liability company in the course of this business in an amount up to:

_____ DOLLARS (\$_____).

(Printed Name and Title)

(Signature of Authorized Representative) Date



F. BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(31 U.S.C. §1352) (To be signed with each bid or offer exceeding \$100,000.00)

Contractor certifies, to the best of its knowledge and belief that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions to the [as amended by "Government wide Guidance for New Restrictions on Lobbying, "61 Fed. Reg. 1413 (1/19/96). Note Language in paragraph (2) herein has been modified in accordance with Section 10 of the lobbying disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S. C. 1601 et seq.)].
3. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

CERTIFICATION

Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, contractor understands and agrees that the provisions of 31 U.S.C. A3801 et seq., apply to this certification and disclosure, if any.

(Printed Name and Title)

(Signature of Authorized Representative) Date



G. CONFLICTS OF INTEREST CERTIFICATION

- (a) Contractor warrants that to the best of its knowledge and belief, and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of the work under a proposed contract and the prospective contractor's organizational, financial, contractual or other interest are such that:
 - (i) Award of the contract may result in or be the result of an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested AURA to make a determination with respect to this Contract.
- (b) Contractor agrees that if, after award, it discovers an organization conflict of interest with respect to this Contract, it shall make an immediate and full disclosure in writing to the AURA Contracts Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The AURA Contracts Officer may, however, terminate the contract for the convenience of AURA, if it would be in the best interests of AURA to do so.
- (c) In the event the Contractor was aware of an organization conflict of interest before the award of this contract and intentionally did not disclose the conflict to the AURA Contracts Officer, the AURA Contracts Officer may terminate the Contract for default.
- (d) Contractor shall require a conflict of interest disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to AURA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in such consultant agreements or subcontracts involving performance of work under this Contract.

I declare under penalty of perjury that all statements and information contained in this document and any accompanying documents are true and correct, with full knowledge that all statements made in this document and any accompanying documents are subject to investigation and that any false or dishonest answer to any question may be grounds for disqualification from this solicitation or termination of any award and expose me and the represented organization to both civil and criminal liability.

(Printed Name and Title)

(Signature of Authorized Representative)

Date



H. DECLARATION

I declare under penalty of perjury that all statements and information contained in this document and any accompanying documents are true and correct, with full knowledge that all statements made in this document and accompanying documents are subject to investigation and that any false or dishonest answer to any question may be grounds for disqualification from this solicitation and expose me and the represented organization to both civil and criminal liability.

(Printed Name and Title)

(Signature of Authorized Representative)

Date