**REQUEST FOR PROPOSALS (RFP) – Contract N0006593C**

**FOR**

**GEMINI NORTH ADAPTIVE OPTICS (GNAO)**

**INSTRUCTION TO OFFERORS**

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

**PROPOSALS MUST BE RECEIVED BY**

**Friday, January 7, 2022 AT 3:00 PM (MST)**

**(CLOSING DATE)**

**Point of Contact for Questions and Proposal Submission:**

**Daniel Calabrese, Senior Contracts Officer**

**E-mail:** [**dcalabrese@aura-astronomy.org**](mailto:dcalabrese@aura-astronomy.org)

**Phone: +1 (520) 318-8149**

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# 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 Gemini Observatory is one of five programs managed by the NSF’s NOIRLab (the National Optical-Infrared Astronomy Research Laboratory). NOIRLab is the preeminent US national center for ground-based nighttime and infrared astronomy. AURA operates NOIRLab under a cooperative agreement with the National Science Foundation (NSF) 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.](about:blank)

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 Gemini North Adaptive Optics (GNAO) facility for the Gemini North Telescope which will deliver wide-field Ground-Layer Adaptive Optics (GLAO) correction over 2’ and Laser Tomography Adaptive Optics (LTAO) correction over 20” x 20”. The GNAO facility is 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 a 2-phase procurement to design, fabricate, assemble, test, deliver and commission the GNAO Adaptive Optics Bench (AOB). The AOB development will follow a 2-phase approach, with an initial **competitive** Conceptual Design Phase, concluding at the Conceptual Design Review (CoDR), followed by a downselect to a single contractor. The contract of the successful contractor will be amended to include a second phase, the selected contractor will complete the development of the AOB (consisting of finalizing the design, implementation, build and commissioning of the system).

The Adaptive Optics Bench product is on the critical path of the GNAO project. Proposals should assume a start date of 2 May 2022 in their proposals. The nominal duration of the competitive phase is 12 months. The target date to complete the non-competitive phase is Nov 2027.

Based on RFI responses, the GNAO project team calculated the AOB cost estimate to be: $9.5M. This number is the average of the RFI responses.

Schedule of Events: The following schedule will apply to this Request for Proposals (RFP). It may change in accordance with AURA’s needs:

|  |  |
| --- | --- |
| **Event** | **Date / Deadline** |
| Release RFP | September 30, 2021 |
| Proposers Conference (see section III) | October 28, 2021 |
| Notice of Intent due (see section III) | November 30, 2021 |
| Proposal due | January 7, 2022 |
| Evaluation Process starts | January 10, 2022 |

# SECTION I. INSTRUCTIONS TO OFFERORS

## ARTICLE 1. DEFINITIONS

* 1. All definitions set forth in the General Provisions of the Draft Contract, attachments and appendices are applicable to these instructions to Offerors.
  2. The “Request for Proposal Documents” (hereinafter RFP Documents) consist of the following:

1. Statement of Work
2. Requirements Document
3. Instructions to Offerors; (this document)
   1. Representations and Certifications
4. Amendments issued prior to receipt of Proposals (if any);
5. Draft Contract
   1. “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.
   2. "Contract Documents" consist of the following:
6. Contract between AURA and the Contractor;
7. Representations and Certifications
8. Terms and Conditions;
9. Statement of Work
10. Drawings;
11. Specifications;
12. Amendments and all modifications incorporated in the documents before their execution.
    1. “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.
    2. 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.
    3. “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.”
    4. “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.
    5. “Work” means those tasks, requirements, and obligations described in the Statement of Work as included in the Contract Documents.
    6. “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.
    7. "Closing Date” means the specified date and time by when all proposal documents must be received by AURA.

## ARTICLE 2. PROPOSAL PROCEDURES

* 1. Proposals shall be prepared on the forms provided in Section II and submitted in accordance with these RFP Instructions. **Section II, Proposal Form, must be completed in its entirety and submitted to the email address indicated in Paragraph 2.5 below.** Any proposal not submitted according to or part of a proposal not conforming to, the specified formats shall be cause to reject the entire proposal.
  2. Prices

1. Prices quoted in the proposal(s) shall not include all federal, state and local taxes due to tax exempt status.
2. 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.
   1. In the event of discrepancy between the prices quoted in the RFP in words and those quoted in figures, the words shall control.
   2. Proposals shall be submitted as a PDF (.pdf) for the entire proposal, not later than the scheduled Closing Date. Proposals must be no longer than 50 pages. Appendices are not included in the page limit. Proposals shall be, single column printing using no smaller than 12-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 9-point font.
   3. A proposal may be deemed non-compliant if the entire submission package has not been received by the Closing Date. Proposals must be submitted in its entirety (including Representations and Certifications) via e-mail to:

**Daniel Calabrese, Senior Contracts Officer**

**Email:** [dcalabrese@aura-astronomy.org](mailto:dcalabrese@aura-astronomy.org)

* 1. Offeror may withdraw its proposal, by written request, to [dcalabrese@aura-astronomy.org](mailto:dcalabrese@aura-astronomy.org) 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. Offeror's proposal shall be valid for one hundred eighty (180) days beginning with the Closing Date.

## ARTICLE 3. COMMUNICATION AND QUESTIONS

* 1. Any questions or requests for clarification of this proposal must be directed to the Contracts Officer, at [dcalabrese@aura-astronomy.org](mailto:dcalabrese@aura-astronomy.org). 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](https://auracas.aura-astronomy.org/procurement/aura-bid-opportunities/). Any question not conforming to this format will be disregarded.
  2. Clarification or direction by other persons at AURA and AURA Gemini is not permitted during the RFP process.

## ARTICLE 4. REVIEW OF DOCUMENTS

* 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 his sole discretion, adjust the closing date and time accordingly in the form of an Amendment posted on the AURA website.
  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) business days prior to the Closing Date.
  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. Prior to receipt of Proposals, addenda, if required, will be posted on the AURA website.
  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

* 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.
  2. A proposal may be submitted by one or more institutions.  Two or more institutions may submit a proposal provided that the proposal specifies a lead institution and includes the representations that if selected, (i) the institutions will form a consortium corporation to complete the work; and (ii) the separate institutions included in the consortium corporation must agree to guarantee to AURA the performance of the contract signed by the consortium corporation.

1. The Offeror, by submitting its proposal, represents that it has read and understands the Request for Proposal Documents, and by submitting a proposal acknowledges acceptance of all of the Terms and Conditions of the Request for Proposal Documents as defined in 1.2 of these Instructions to Offerors.
2. 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.
3. 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.
   1. Offeror shall submit a resolution giving evidence of its qualification of corporate signature authority.

## 

## ARTICLE 6. ALTERNATE PROVISIONS

* 1. Each Offeror represents that its Proposal is based upon the specifications, requirements, terms and conditions, materials and equipment described in the Proposal documents, unless substitutions have been expressly permitted.
  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.
  3. Failure to provide justification or technical descriptions for approval purposes may be cause to reject the proposal.

## ARTICLE 7. COMPLETION TIME

* 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

* 1. Proposals will be opened and evaluated privately by AURA after the Closing Date.
  2. Proposals will be evaluated according to the Source Selection Plan on the following major factors:
* Technical Criteria
* Price
* Schedule
* References
* Experience
  1. All proposal documents received will be considered confidential and will not be released except as needed to complete the evaluation and selection process.
  2. 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

* 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.
  2. All submitted proposals shall become the sole and exclusive property of AURA.

## ARTICLE 10. DUTY OF OFFEROR TO CHECK AURA WEBSITE

* 1. AURA has established a [Web page](https://auracas.aura-astronomy.org/procurement/aura-bid-opportunities/) to display AURA Proposal Opportunities. The AURA Proposal Opportunities web page will display all pending RFP, issued by the AURA Contracts Office as well as any amendments issued to such RFPs.
  2. It shall be the Offeror’s obligation to check the [AURA Proposal Opportunities Web page](https://auracas.aura-astronomy.org/procurement/aura-bid-opportunities/) to view and obtain copies of amendments and announcements related to the RFP they seek to Propose on. AURA reserves the right to withdraw the RFP at any time and/or may choose not to award a contract.

# 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 85726-6732

FROM:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Legal Name of individual, firm or corporation bidding)

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(Complete Business Address)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Title)

In compliance with AURA's Request for Proposal No. 00006593C, 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:
2. A Cover Sheet contracting General Information (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);
3. An abstract summarizing the proposed effort, not to exceed 500 words;
4. The Technical Proposal, which shall address items contained within the Proposal Content supplemental information including:
   1. Relevant Technical Experience and Heritage of Offerors
   2. Relevant Technical Experience, Heritage and Role of any proposed subcontractors
   3. Names, resumes, and role of Key Management and Technical Personnel
   4. A minimum of 5 references on projects of a similar size, complexity and nature
   5. Unique Qualifications
   6. Preliminary Project Plan including project schedule and proposed milestone payments (as described in Product Specifications)
   7. Proposed Deviations from Requirements with justifications and impact on Price and Schedule; and
5. Other relevant information.
6. 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.
7. 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.

**SPEND PROFILE**

Contractor shall provide a monthly expected spend profile for the Conceptual Design Phase.

# SECTION III. PROPOSERS CONFERENCE

The Proposer’s conference is scheduled for 1:00 P.M. MST on October 28 2021. The conference will be held by video conference. Connection details will be posted on the AURA website. Attendance at this conference is not required to submit a proposal; however, AURA strongly encourages teams to attend.

Contractors should notify the AURA Contracts Officer at [dcalabrese@aura-astronomy.org](mailto:dcalabrese@aura-astronomy.org) prior to the meeting date, to provide confirmation of their attendance.

# LETTER OF INTENT (LOI)

The Letter of Intent is due on or at any time before November 30, 2021, close of business. 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 500-word 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.

AURA will use the Letter of Intent to ensure reviewers have the appropriate expertise and are not demonstrably conflicted.

# SECTION IV. 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:

### REGULAR DEALER-MANUFACTURER

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

### 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.

### DEBARMENT/SUSPENSION STATUS

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

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a covered transaction by any Federal department or agency;
2. 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;
3. 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
4. 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

1. 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:

* 1. Award of the contract may result in or be the result of an unfair competitive advantage;
  2. The Contractor’s objectivity in performing the contract work may be impaired; or
  3. That the Contractor has disclosed all relevant information and requested AURA to make a determination with respect to this Contract.

1. 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 intents 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.
2. 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.
3. 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