



REQUEST FOR BID
(RFB)
RFB# N00027735C

FOR

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

“Windows Exhibition Phase I Planning Services”

BIDS MUST BE RECEIVED BY:
June 23, 2023, 5:00 PM MST

PREPARED BY:

AURA / CAS
JOEL YACCARINO, CONTRACTS OFFICER
CONTRACTS OFFICE
950 N. CHERRY AVENUE
P. O. BOX 26732
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26 May, 2023



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ANNOUNCEMENT OF OPPORTUNITY

The Association of Universities for Research in Astronomy, Inc. (AURA) / Central Administrative Services (CAS) Contracts Office, is soliciting Request for Bids (RFB) from qualified Contractors/Bidders to provide exhibition planning for Phase 1 of NOIRLab's Kitt Peak National Observatory (KPNO) Windows on the Universe Center Exhibition.

The formal "Announcement of Opportunity" and pertinent RFB documentation can be found on the "AURA Bid Opportunities" webpage: [AURA Bid Opportunities – AURA Central Administration Services \(aura-astronomy.org\)](https://aura-astronomy.org/bid-opportunities).

Moving forward, all announcements and/or amendments related to this RFB shall be posted on the "AURA Bid Opportunities" webpage. It is the Contractor's / Bidder's responsibility to check the webpage and obtain copies of announcements and/or amendments related to this RFB.

If your organization is interested in submitting a Bid, complete submittal packages must be received no later than June 23, 2023, at 5:00 PM MST. Bids should be submitted to jyaccarino@aura-astronomy.org directly.

Please follow the Bidder's Instructions carefully. Any Bid submittals that do not follow the Bidder's Instructions may be summarily rejected.



STATEMENT OF WORK
Windows Exhibition Phase I Planning Services

The Association of Universities for Research in Astronomy, Inc. (AURA) / Central Administrative Services (CAS) Contracts Office, is soliciting Request for Bids (RFB) from qualified Contractors/Bidders to provide exhibit planning, design and installation supervision.

PURPOSE:

NOIRLab is currently transforming the recently-retired McMath-Pierce Solar Telescope, located at Kitt Peak National Observatory (KPNO) near Tucson, Arizona, into a dynamic astronomy visualization and presentation center focused on NSF-funded astronomy, while preserving its iconic architecture and unique solar viewing capabilities. The name of the project, "Windows on the Universe Center for Astronomy Outreach" (hereafter "Windows Center" for brevity), was specified by the NSF.

The primary goal of the Windows Center is to showcase astronomy research from NSF-supported facilities around the globe. This alone makes it unique, but the setting — in the facility housing the former largest solar telescope in the world — makes it even more so. The scientifically historic heliostats will remain operational, featuring live images of the Sun, Moon, and planets.

After all building modifications have been completed, the spaces within the McMath will be filled in phases in order to remain within the project resource envelope. Approximately 8,000 square feet of former science and engineering support rooms will be modified to enable the eventual installation of two astronomy data visualization systems — Science On A Sphere (SOS) and a Digital Planetarium — along with interactive exhibits and an astronomy classroom. Both the SOS and Planetarium will be equipped to take astronomical imagery and modify such imagery into dataset files for spherical or hemispherical projection.

The experience will be one that combines a historical retrospective of the facility with an overview of modern astronomy. The use of the MMP facility will provide a unique environment, rich with a history of scientific discovery, to establish a context for visitors that bridges the history of astronomy research with humanity's current understanding of the cosmos. The MMP facility will be restored to original operational condition, especially the three heliostats which will allow live daytime solar disk viewing and interactive spectroscopy experiences for visitors as well as some nighttime viewing of bright objects.

An important context for the Windows Center is its location on lands of the Tohono O'odham Nation (TON). The Center will make it a high priority to foster partnerships with members of the Nation as guides and in the development of content sensitive to, and highlighting, the TON history and the relationship with KPNO.



A broader context for the center will focus on the tools of contemporary astronomy and the roles of NSF-supported astronomical research facilities including KPNO and all of the NOIRLab Programs. It is envisioned that many of the exhibits and displays will be available virtually to make the center accessible to audiences unable to visit the physical Center. Most, if not all, content will also be made available under a Creative Commons Attribution license to share with science centers and planetariums for adaptation or as virtual experiences.

AURA requires the **services of an exhibitions planning and design firm** to assist with the construction of Phase I of NOIRLab's Kitt Peak National Observatory (KPNO) Windows on the Universe Center Exhibition (hereafter "Exhibition") as detailed in the draft Strategic Master Plan Windows on the Universe Center for Astronomy Outreach (DNA) (hereafter "Master Plan") and Windows Interpretive Content & Audiovisuals Development Plan (hereafter "Interpretive Plan") attached to this RFB as Appendix F and G.

Phase one includes

1. Lobby (basic)
2. Planetarium room (basic)
3. McMath Solar Telescope Control Room
4. TON Stories (basic)
5. Astronomy Lab
6. SOS Theater
7. Limited exterior signage (incl. a TON "Welcome to Our Sky Island" sign by the parking lot).
8. All applicable taxes, travel costs and disbursements

A key objective for the Windows Center is a transition to operations that are fully supported by revenue from visitors and other funding sources. The project has a set total budget of \$710,000 (design, fabrication and installation). The design and implementation of the project must fit within the allowance available. **There is a not to exceed budget for the planning process of \$160,000.**

Specifically, the following services are to be provided:

Planning services

1. Improvements to the relevant parts of the Strategic Master Plan, specifically the Community Needs Assessment. The Tohono O'odham Nation is a key community that needs to be consulted in the development of the Windows Center.
2. Develop an Interpretive Plan with sufficient detail to implement the next phases of the project.



Design Services

3. Concept Design
4. Schematic Design
5. Detailed Design incl. Scopes of Work for AURA/NOIRLab's procurement of vendors for the Implementation Phase

Supervision service

6. In the Implementation Phase, supervise fabrication and installation, including completion walk-through and approval recommendation.

NOIRLab can provide the following services on request by the exhibitions planners:

1. Contractual and procurement services for the Fabrication and Installation of the Exhibition.
2. Content development, subject matter expertise, editing and proofreading services
3. A substantial library of image and video assets at:
<https://noirlab.edu/public/images/>
<https://noirlab.edu/public/videos/>
4. Rights to use said image and video assets
5. Audiovisual production services
6. Web production services
7. A Smartscreen app and content to show content on displays (as needed)

NOIRLab retains the rights to distribute the deliverables under Creative Commons.
NOIRLab retains the right to do scientific fact checking and corrections of the final results.

The target opening date is 1 June 2024.



BIDDER'S INSTRUCTIONS

ARTICLE 1. DEFINITIONS

- 1.1. All definitions set forth in the General Provisions of the Sample / Draft Contract, attachments and appendices are applicable to these Bidder Instructions.
- 1.2. The "Request for Bid Documents" (hereinafter RFB Documents) consist of the following:
 - a. Statement of Work
 - b. Requirements Document
 - c. Bidder's Instructions (this Document)
 - I. Bidder's Quote
 - II. Representations and Certifications
 - d. Bidder's Form, Budget Spreadsheet Template and Budget Justification Template
 - e. Amendment(s) issued prior to receipt of Bids (if any)
 - f. Sample / Draft Contract
- 1.3. "Amendments" means the written or graphic instruments issued prior to the execution of the Contract which modify or interpret the RFB Documents, including specifications, by additions, deletions, clarifications or corrections, answers to questions posted on the "AURA Bid Opportunities" 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.
- 1.6. "NSF" means the National Science Foundation, 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. "Bidder" means the person, authorized representative(s), or organization submitting a Bid, 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 RFB Documents must be received by AURA.

ARTICLE 2. BID PROCEDURES

- 2.1. Bid must be submitted in accordance with these RFB Instructions. Any Bid not submitted according or part of a Bid not conforming to the specified formats shall be cause to reject the entire Bid.
- 2.2. Letter of Intent: Bidder is encouraged, but not required, to submit a Letter of Intent as outlined in Section II.
- 2.3. Completion of "Bidder's Bid Documents:" Bidder must complete in its entirety the Bidder's Form in Section II, as well as the accompanying Bidder's Budget and Justification Spreadsheet to show a breakdown of the cost components to enable AURA to complete a cost analysis of Bidder's Bid.



- 2.4. Prices
- a. Prices quoted in the Bid(s) shall include all federal, state, and local taxes due to tax exempt status.
 - b. Prices quoted in the Bid(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 RFB Documents.
 - c. All costs must be expressed in US Dollars (\$ USD).
- 2.5. In the event of discrepancy between the prices quoted in the RFB in words and those quoted in figures, the words shall control.
- 2.6. Bids 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. Bids must be no longer than 40 pages. Appendices are not included in the page limit. Bids 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 Bid may be deemed non-compliant if the entire RFB submission package has not been received by the Closing Date. Bids must be submitted via e-mail to:
- Joel Yaccarino, Contracts Officer
Email: jyaccarino@aura-astronomy.org
- 2.8. Bidder's may withdraw Bid, by written request, to jyaccarino@aura-astronomy.org at any time prior to the Closing Date. If a Bidder submitted a Letter of Intent and later determines that it will not submit a Bid, notice of such is requested by AURA.
- 2.9. Bidder's Bids shall be valid for one hundred eighty (180) days beginning with the Closing Date.
- 2.10. Unless otherwise provided for in any addendum to these Bidder's Instructions, no Bidder may withdraw, modify or cancel its Bid(s) for a period of one hundred twenty (180) days after the time designated for receipt of Bids.



- 2.11. Bidders shall not submit “contingent bids” where the work that is being bid on is contingent on the completion of an instrument that is not owned by AURA / NSF. Bids received with contingency clauses will be deemed unresponsive.
- 2.12. No other forms of submission of Bids will be considered. No other forms of submission for modifications to Bids will be considered. Modifications to Bids submitted may be made electronically, if the modified Bid Documents are delivered to AURA in accordance with the rules set forth in Article 2 above on or before the 5:00 PM MST on the Closing Date.

ARTICLE 3. COMMUNICATION AND QUESTIONS

- 3.1. Any questions or requests for clarification of this proposal must be directed to the Contracts Officer, at jyaccarino@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 Bid Opportunities” webpage. Any question not conforming to this format will be disregarded.
- 3.2. Clarification or direction by other persons at AURA is not permitted during the RFB 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 Bids, the CO may, at their sole discretion, adjust the closing date and time accordingly Date in the form of an amendment posted on the “AURA Bid Opportunities” webpage.
- 4.2. The Bidder shall examine the RFB Documents carefully. Any request for interpretation or correction of any ambiguity, inconsistency, or error that the Bidder 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 Bid Opportunities” webpage. The Bidder shall not rely on any interpretation or correction given by any other method.



- 4.4. Prior to receipt of Bids, addenda, if required, will be posted on the "AURA Bid Opportunities" webpage.
- 4.5. The failure of any Bidder to receive or examine any form, instrument, amendment or other Document, or failure to acquaint itself with existing conditions shall not relieve the Bidder from obligations and responsibilities with respect to its Bids or to the Contract award. The submission of a Bid shall be taken as prima facie evidence of compliance with this section.

ARTICLE 5. REPRESENTATIONS

- 5.1. Bidder, by submitting a Bid, 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.
 - a. The Bidder, by submitting its Bid, represents that it has read and understands the Bid Documents, and by submitting a Bid acknowledges acceptance of all of the Terms and Conditions of the Bid Documents as defined in 1.2 of these Bidder Instructions.
 - b. Any exceptions to the Contract Documents shall be stated on the Contractor's Letterhead and submitted with its Bid with clear and concise justification(s). The Contractor is required to provide alternative wording for consideration by the AURA.
 - c. The Bidder, by submitting a Bid, 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 The Bidder's organization, or that the Bidder has noted such exception(s) to the Contract with its Bid.
- 5.2. Bidder shall submit a resolution giving evidence of its qualification of corporate signature authority.

ARTICLE 6. ALTERNATE PROVISIONS

- 6.1. Each Bidder represents that its Bid is based upon the Specifications, Terms and Conditions, materials and equipment described in the Bid Documents, unless substitutions have been expressly permitted.



- 6.2. A Bid 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 Bids.
- 6.3. Failure to provide justification or technical descriptions for approval purposes may be cause to reject the Bid.

ARTICLE 7. COMPLETION TIME

- 7.1. Bidder shall specify in its Bid 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 Bid shall be for the Work to be completed within that period.

ARTICLE 8. EVALUATION OF PROPOSAL

- 8.1. AURA reserves the right to hold any or all Bids for a period of up to one hundred eighty (180) calendar days.
- 8.2. AURA shall have the right to take up to one hundred eighty (180) calendar days to evaluate the Bids submitted and to award Contract(s).
- 8.3. Bids will be opened and evaluated privately by AURA after the Closing Date.
- 8.4. Bids will be evaluated according to the Source Selection Plan on the following major factors:
 - a. Technical Criteria
 - b. Price
 - c. References
 - d. Experience
- 8.5. All Bid Documents received will be considered confidential and will not be released except as needed to complete the evaluation and selection process.
- 8.6. The award of the Contract(s), if any, made by AURA, will be made to the Bidder(s) that presents the best value. AURA reserves the right to determine, at its sole and exclusive discretion, which Bid, if any, best meets the "best value" requirement and whether it is in the best interests of AURA to accept the Bid. Therefore, Bidder shall ensure that all requested information is included in its Bid.



ARTICLE 9. REJECTION OF PROPOSALS

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

ARTICLE 10. DUTY OF BIDDER TO CHECK THE "AURA BID OPPORTUNITIES" WEBPAGE

- 10.1 AURA has established the "AURA Bid Opportunities" webpage: [AURA Bid Opportunities – AURA Central Administration Services \(aura-astronomy.org\)](http://aura-astronomy.org) to display AURA Bid Opportunities. The "AURA Bid Opportunities" webpage will display all pending RFBs, RFPs, etc. issued by the AURA Contracts Office as well as any amendments issued to such RFBs, RFPs, etc.

It shall be the Bidder's obligation to check the "AURA Bid Opportunities" webpage to view and obtain copies of amendments and announcements related to the RFB they intend to Bid on.

ARTICLE 11. FORM OF CONTRACT

- 11.1 A Sample / Draft Contract and the Terms and Conditions incorporated by reference into said Contract may be found on the "AURA Bid Opportunities" webpage: [AURA Bid Opportunities – AURA Central Administration Services \(aura-astronomy.org\)](http://aura-astronomy.org). The final form of Contract presented to the Contractor selected to perform the work may vary from the Sample / Draft Contract attached hereto, depending on the Bid Documents submitted by Contractor and other facts and circumstances deemed relevant by AURA.

ARTICLE 12. LAW

- 12.1 The laws of the state of Arizona shall govern the interpretation of these Bid and Contract Documents.



LETTER OF INTENT (LOI)

A non-mandatory Letter of Intent (LOI) is due by **June 9, 2023, 5:00 PM MST**.

The letter shall contain the following information:

- a. Bidder's Legal Name / Address
- b. Technical Point of Contact
- c. Business Point of Contact
- d. List of key personnel including:
 - 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.
- e. A maximum of 500 words synopsis of the project to include the following:
 - The team's relative knowledge and experience in hybrid event audio visual.



APPENDIX LIST

AURA has included 5 documents as Appendices to this RFB. Please ensure you review each appendix and submit all required forms as part of your Bid response.

BIDDER'S FORM

Please complete the Bidder's Form attached as Appendix A to this RFB and submit it with your Bid.

BIDDER'S BUDGET AND JUSTIFICATION

Please complete the Bidder's Form attached as Appendix B to this RFB and submit it with your Bid.

BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

Please complete the Bidder's Representations and certifications attached as Appendix C to this RFB and submit it with your Bid.

SAMPLE CONTRACT

A sample contract is attached as Appendix D to this RFP.

SAMPLE TERMS AND CONDITIONS

Sample terms and conditions are attached as Appendix E to this RFB. Appendix E is a PDF attachment to the solicitation

INTERPRETIVE PLAN

The draft Windows Interpretive Content & Audiovisuals Development Plan is included for reference as Appendix F

STRATEGIC MASTER PLAN

The draft Strategic Master Plan Windows on the Universe Center for Astronomy Outreach (DNA) is included for reference as Appendix G



Appendix A
BIDDER'S FORM

DATE:	[INSERT DATE]
TO:	AURA / CAS JOEL YACCARINO, CONTRACTS OFFICER CONTRACTS OFFICE 950 N. CHERRY AVENUE P. O. BOX 26732 TUCSON, AZ 85726-6732
FROM:	[INSERT LEGAL NAME OF CORPORATION, FIRM, OR INDIVIDUAL BIDDING] [INSERT BUSINESS ADDRESS]

In compliance with AURA's Request for Bid (RFB), the Bidder hereby proposes to furnish all labor, materials, equipment, and supplies in accordance with the Specifications, pertinent Contract Documents and Statement of Work.	
SIGNATURE	[PLEASE SIGN ON BEHALF OF CORPORATION, FIRM, OR INDIVIDUAL BIDDING]

1. Bidder's Bid submittal shall include the following:
 - a. A Cover Sheet including a.) RFB number; b.) RFB title; c.) Bidder's name / address; d.) DUNS number; e.) technical and administrative Points of Contact; f.) Teamed Organizations (if any); and g.) any other pertinent information
 - b. An abstract summarizing the proposed effort
 - c. The Technical Proposal, as outlined in the Statement of Work (if applicable)
 - d. Bidder's Bid Form
 - e. Bidder's Budget Spreadsheet and Budget Justification
 - f. Other relevant information.

2. In accordance with the above completion schedule and enclosed specifications, the Bidder hereby proposes to accomplish the work described above for a total of: [INSERT \$] DOLLARS (\$)
 - a. This amount includes all applicable federal, state and city taxes.



APPENDIX B
BIDDER'S BUDGET AND JUSTIFICATION SPREADSHEET

DATE:	[INSERT DATE]
TO:	AURA / CAS JOEL YACCARINO, CONTRACTS OFFICER CONTRACTS OFFICE 950 N. CHERRY AVENUE P. O. BOX 26732 TUCSON, AZ 85726-6732
FROM:	[INSERT LEGAL NAME OF CORPORATION, FIRM, OR INDIVIDUAL BIDDING] [INSERT BUSINESS ADDRESS]

TIME AND MATERIALS BREAKDOWN	
EQUIPMENT LIST:	[LIST PROPOSED EQUIPMENT]
EQUIPMENT PRICES:	[ITEMIZE EQUIPMENT PRICING]
LABOR / ACTIVITIES:	[LIST LABOR / ACTIVITIES BY ACTIVITY]
LABOR / ACTIVITIES RATE:	[PROVIDE LABOR / ACTIVITIES RATES]
JUSTIFICATION	[JUSTIFY MATERIAL COSTS AND LABOR RATES]



APPENDIX C
REPRESENTATIONS AND CERTIFICATIONS

DATE:	[INSERT DATE]
TO:	AURA / CAS JOEL YACCARINO, CONTRACTS OFFICER CONTRACTS OFFICE 950 N. CHERRY AVENUE P. O. BOX 26732 TUCSON, AZ 85726-6732
FROM:	[INSERT LEGAL NAME OF CORPORATION, FIRM, OR INDIVIDUAL BIDDING] [INSERT BUSINESS ADDRESS]
UEI #	[INSERT NUMBER]
FEDERAL EMPLOYEE ID #	[INSERT NUMBER]
SOCIAL SECURITY #	[INSERT NUMBER]
SAMS REGISTRATION	<input type="checkbox"/> YES <input type="checkbox"/> NO (CHECK ONE)

BY CHECKING THE APPROPRIATE BOXES AND / OR SIGNING, THE CONTRACTOR / BIDDER MAKES THE FOLLOWING REPRESENTATIONS AND CERTIFICATIONS:

A. REGULAR DEALER AND / OR MANUFACTURER

The Contractor / Bidder is (Check all that apply):

- A Regular Dealer / Distributor of the item(s) offered
- A Regular Manufacturer of the item(s) 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. The Contractor / Bidder, is 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 Size (Check all that apply):

- 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.
- Woman-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 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 for IRS Reporting Requirements (Check one):

- 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.

UEI #	[INSERT NUMBER]
FEDERAL EMPLOYER ID #	[INSERT NUMBER]
SOCIAL SECURITY #	[INSERT NUMBER]
SAMS REGISTRATION	<input type="checkbox"/> YES <input type="checkbox"/> NO (CHECK ONE)

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

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.



[INSERT NAME AND TITLE]

[SIGNATURE OF AUTHORIZED REPRESENTATIVE AND DATE]

D. QUALIFICATION OF CORPORATE SIGNATURE

To be completed if Contractor is a corporation.

[INSERT CORPORATION NAME] incorporated in the state (country) of [INSERT STATE AND COUNTRY], RESOLVE THAT: [INSERT NAME AND 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: [INSERT ALFA DOLLAR AMOUNT] DOLLARS (\$[INSERT NUMERICAL DOLLAR AMOUNT]).

CERTIFICATION

I hereby certify that I am a duly elected and qualified [INSERT TITLE], of the 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.

[INSERT NAME AND TITLE]

[SIGNATURE OF AUTHORIZED REPRESENTATIVE AND DATE]

E. QUALIFICATION OF LIMITED LIABILITY SIGNATURE

To be completed if Contractor is a limited liability company.

[INSERT LIMITED LIABILITY NAME] organized in the state (country) of [INSERT STATE AND COUNTRY], RESOLVE THAT: [INSERT NAME AND 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: [INSERT ALFA DOLLAR AMOUNT] DOLLARS (\$[INSERT NUMERICAL DOLLAR AMOUNT]).

[INSERT NAME AND TITLE]

[SIGNATURE OF AUTHORIZED REPRESENTATIVE AND DATE]



F. BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

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

- a. 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.
- b. 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.)].
- c. 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

To be signed if Bid or offer exceeds \$100,000.00.

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.

[INSERT NAME AND TITLE]

[SIGNATURE OF AUTHORIZED REPRESENTATIVE AND 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 able 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.

Contractor declares 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.

[INSERT NAME AND TITLE]

[SIGNATURE OF AUTHORIZED REPRESENTATIVE AND DATE]



H. DECLARATION

Contractor declares 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.

[INSERT NAME AND TITLE]

[SIGNATURE OF AUTHORIZED REPRESENTATIVE AND DATE]