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

Operating the National Solar Observatory (NSO)

INSTRUCTIONS TO OFFERORS

FOR

REQUEST FOR PROPOSAL
RFP NO. N00060972C

FOR

Arc Flash Hazard Study

On behalf of

The Daniel K. Inouye Solar Telescope

HALEAKALĀ OBSERVATORY, MAUI, HAWAI'I

PROPOSALS MUST BE RECEIVED BY:
11/06/2026 3:00PM MST (Tucson, U.S.)

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REQUEST FOR PROPOSALS (RFP)

No. N00060972C

SECTION 1. ANNOUNCEMENT OF OPPORTUNITY

The Association of Universities for Research in Astronomy, Inc. (AURA)/Central Administrative Services (CAS) Contracts Office, is soliciting Request for Proposals (RFP) from qualified Contractors to provide an update to the existing arc flash study conducted in 2021 to identify additional or changed electrical arc flash hazards, ensure compliance with NFPA 70E and IEEE 1584, and protect personnel operating or working near energized electrical equipment.

PURPOSE

The Work is defined as the identification and quantification of arc flash hazards associated with the electrical distribution system and provide arc flash labeling and PPE recommendations to protect research staff, maintenance personnel, and contractors as specified in the Arc Flash Study Statement of Work (SOW) (hereafter “Specification”) and as required by this document. Contractor shall be responsible for all aspects of the Work.

Scope of Services:

- Site Assessment & Data Collection
- System Modeling
- Short Circuit Analysis
- Protective Device Coordination
- Arc Flash Hazard Analysis
- Labeling
- Reporting

STANDARDS AND REFERENCES

Study and Deliverables will be in compliance with:

● NFPA 70E – Standard for Electrical Safety in the Workplace
● IEEE 1584-2018 (Arc Flash Calculation Methods)
● IEEE 1584.1-2022 – Guide for Performing Arc Flash Hazard Calculations
● OSHA 29 CFR 1910 – Occupational Safety and Health Standards
● NEC – National Electrical Code (Latest Adopted Edition)

SCHEDULE

The Work shall be subdivided into four (4) Milestones, as shown in Table 1 below.

Milestones	Month/Date	Milestone Payment
Project Kickoff	0	
Site Walkthrough & Data Collection		
Draft Study Report		
Final Report & Label Delivery		

RFP No. N00060972C

SECTION 2. STATEMENT OF WORK

Please see **Appendix 1 - DKIST Arc Flash Study - SOW**

RFP No. N00060972C

SECTION 3. INSTRUCTIONS TO OFFERORS

Article 1. Definitions

1. All definitions set forth throughout as well as in any attachments and appendices are applicable to these Instructions to Offerors.

2. The “Request for Proposal Documents” (hereinafter “RFP Documents”) consists of the following:
   A. Instruction to Offerors;
   B. Amendment(s) to the solicitation documents issued prior to Closing Date (if any);
   C. Statement of Work (SOW); and
   D. Representations and Certifications.

3. “Amendment” means the written or graphic instruments issued prior to the Closing Date which modify or interpret the RFP Documents, including specifications, by additions, deletions, extensions, answers to questions posted on the RFP Webpage, clarifications or corrections.

4. “Contract Documents” may include any, or all, of the following:
   A. Contract between AURA and the Contractor;
   B. Representations and Certifications;
   C. Terms and Conditions;
   D. Statement of Work;
   E. f
   F. Construction Specifications;
   G. Photos of Area of Work; and/or
   H. Amendments and all modifications incorporated in the documents before their execution.

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 National Solar Observatory (NSO) 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 complete an Arc Flash Hazard Study for the DKIST, as described in Appendix 1 - Statement of Work.

6. “Foundation” 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.

7. “Offeror” or “Proposer” 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.”

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.

9. “Work” means those tasks, requirements, and obligations described in the SOW as included in the Contract Documents.

10. “Subcontractor” means a person or organization, with a direct agreement with the Contractor to furnish labor, or labor and materials, in support of the Statement of Work. The term also includes lower tier contractors of a Subcontractor, but it does not include suppliers who furnish materials not worked to a special design according to the drawings and specifications. Nothing contained in the Contract Documents shall be deemed or construed to create any contractual relation between AURA and any Subcontractor as defined above.

11. "Closing Date” means the specified date and time by when all proposal documents must be received by AURA.

Article 2. Description of Project

AURA/NSO is anticipating entering into a Contract to identify and quantify arc flash hazards associated with the electrical distribution system and provide arc flash labeling and PPE recommendations to protect research staff, maintenance personnel, and contractors as specified in the Arc Flash Study Statement of Work (SOW) (hereafter “Specification”) and as required by this document.

Article 3. Proposal Procedures

1. Proposals shall consist of the elements described in these RFP Instructions, including those described in SECTION 3. Offeror's Proposal for Contract. **The Offeror's Proposal Documents, must be completed in its entirety and submitted to the email address indicated in this Article 3, Section 8 below.** The Offeror's price and technical proposals shall be in accordance with the format indicated in Section 3. The entirety of the proposal shall be in English. Offeror's Proposals shall be limited to 2 (two) documents, clearly titled as either Price Proposal or Technical Proposal. **Any proposal or part of a proposal not conforming to the specified formats shall be cause to reject the entire proposal**

2.
   A. Due to AURA's tax-exempt status, prices quoted shall not include federal, state, or local sales or excise taxes. Offerors subject to a mandatory value-added tax (VAT) may include VAT in the comprehensive price quote.

   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. Offeror shall conform its price in accordance with the payment and milestone schedule. Prices shall be in U.S. Dollars ($USD).

3. In the event of discrepancy between the prices quoted in the RFP in words and those quoted in figures, the words shall control.

4. Subject to the following procedures and requirements, Proposals shall be submitted electronically to the Contracts Officer in charge of this project, outlined in paragraph 8 below.

5. Offerors shall submit the documents described in Section 4 electronically, in PDF format. **The date/time signature-marked no later than the due date and time for receipt of Proposals for this RFP.** Failure to timely submit these documents to AURA in accordance with these rules shall result in the elimination of Offerors Proposals from consideration.

6. **In case of technical difficulties, a phone call must be received by the Contracts Officer by the date/time due, and a plan to have a copy hand delivered to the Contracts Officer will be arranged.**

7. No other forms of submission of Proposals will be considered. No other forms of submission for modifications to Proposals will be considered. Modifications to Proposals submitted may be made electronically or via the delivery of a hard copy of the modified Proposal Documents, if the modified Proposal Documents are delivered

to AURA in accordance with the rules set forth in in this Article, on or before the 3:00 o'clock P.M. Mountain Standard Time on the Proposal due date.

8. A Proposal may be deemed non-compliant if the entire submission package has not been received at the designated location by the Closing Date. Proposals may be delivered to:

   Rachel Hubbard — Email: rhubbard@aura-astronomy.org
   Contracts Officer
   AURA

9. Offeror may withdraw its Proposal by written request, at any time prior to the Closing Date. If a qualified Offeror determines that it will not submit a Proposal, notice of such is requested by AURA.

10. Offeror's Proposal shall be valid for one hundred and twenty (120) days beginning with the Closing Date.

Article 4. Communication and Questions

Any questions or requests for clarification of this request for Proposals must be solely directed to the Contracts Officer via electronic mail to: rhubbard@aura-astronomy.org. Questions must be submitted by email and must be received at least three (3) business days before the Closing Date. All questions and responses from any Offeror will be provided to all parties via the AURA Proposal Opportunities Webpage. Responses will be anonymous as to the questioner/Offeror. Any question not conforming to this format will be disregarded. Offerors shall disregard references to any other contract, such as that found on the AURA Proposal Opportunities Webpage. AURA will endeavor to respond to questions within three business days.

Article 5. 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 AURA, any such change causes an increase in the time required for submission of proposals, AURA may, at its sole discretion, adjust the Closing Date in the form of an Amendment posted on the AURA website.

2. Offerors shall examine the RFP Documents carefully. Any request for interpretation or correction of any ambiguity, inconsistency, or error that Offeror discovers must be made as per Article 3, not later than three (3) days prior to the Closing Date.

3. All interpretations and corrections to the RFP or to the Contract Documents will be issued in the form of an Amendment posted on the AURA website. Offerors shall not rely on any interpretation or correction to the RFP or Contract Documents 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 Offeror to receive or examine any form, instrument, amendment or other document, or failure to acquaint itself with existing conditions shall not relieve Offeror from obligations and responsibilities with respect to its proposal or to the Contract. The submission of a proposal will be taken as prima facie evidence of agreement with this section.

Article 6. 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. Offeror, by submitting its proposal, represents that it has read and understands all the RFP Documents and by submitting a proposal acknowledges acceptance of all of the Terms and Conditions of the RFP Documents as defined in Section 1.2 of these Instructions.

   B. **Any exceptions to the Contract Documents by Offeror shall be stated in writing on Offeror's letterhead and submitted with its proposal with clear and concise justification(s). Offeror shall provide alternative wording for consideration by AURA.**

   C. Offeror, by submitting a Proposal, certifies that the Contract Documents, including the Terms and Conditions and SOW, have been reviewed and accepted by the Contract Representative of the Offeror, or similar binding authority, or has noted such exception with its Proposal.

3. Offeror shall be prepared to submit a resolution giving evidence of its qualification of corporate signature authority, if requested.

4. Offeror shall complete, sign, and submit the Representations and Certifications of Section 3 with the Proposal.

Article 7. Alternative Provisions

1. Offeror represents that its Proposal is based upon the specifications, terms and conditions described in the RFP documents, unless alternative provisions are expressly permitted by an Amendment.

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 for AURA to reject the proposal.

Article 8. Completion Time

Offerors shall represent in the proposal that they can complete the Work within the timeline indicated by the SOW or propose an alternative completion date with justification. 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 9. 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 following major factors, ranked or weighted in no particular order:

   - ***Technical Criteria***
   - ***Price***
   - ***Schedule***
   - ***References***
   - ***Experience***

3. All proposal documents received will be considered confidential and will not be released. 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, properly 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 10. Time Period for Evaluation of Proposals; Rejection of Proposals; Irregularities

1. AURA reserves the right to hold any or all Proposals for a period of up to one hundred twenty (120) calendar days.

2. AURA shall have the right to take up to one hundred twenty (120) calendar days to evaluate the Proposals submitted and to make a decision.

3. 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.

Article 11. Form of Agreement

The form of agreement that will be used shall be a "Fixed Price Design Agreement." A template of the above mentioned contract and the terms and conditions incorporated by reference into said agreement may be found at AURA Proposal Opportunities webpage. The final form of agreement presented to the Contractor selected to perform the work may vary from the template format attached hereto, depending on the Proposal documents submitted by Contractor and other facts and circumstances deemed relevant by AURA.

Article 12. Law

The laws of the state of Arizona shall govern the interpretation of these Proposals Documents and the interpretation of the Fixed Price Design Contract.

Article 13. Limitations of Liability

Offeror's Proposal should clearly describe its limitations of liability as well as that of its retained subcontractors, as applicable.

Article 14. Offeror's Contract

Given the specialty nature of the tasking herein, AURA requests that Offerors include their own form of contract conforming to the requirements of the SOW and these RFP Instructions.

Article 18. Contract with Small Businesses, Minority-Owned Firms and Women's Business Enterprises

AURA encourages small businesses, minority owned firms and women's business enterprises to Proposal on AURA jobs that they are qualified to Proposal on. Contractors seeking to Propose on this "Arc Flash Hazard Study" project are encouraged to utilize, as much as possible, small businesses, minority owned firms and women's business enterprises as subcontractors.

SECTION 3. OFFEROR'S PROPOSAL FOR CONTRACT

(This document **MUST** be completed and returned to AURA with Proposal)

DATE: _____

TO: AURA/CAS
Procurement Office
Attn: Rachel Hubbard
Email: rhubbard@aura-astronomy.org
950 N Cherry Ave
Tucson, AZ 85719
Procurement Manager

FROM: _____
(Legal Name of individual, firm or corporation proposing)

_____
(Business Address Line 1)

_____
(Business Address Line 2)

_____
(Business Address City, State and Zip)

_____
(Signature)

_____
(Title)

1. By submitting this Proposal, the Offeror accepts all of the terms and conditions of the RFP Documents as described in Section 3, Article 1 of the Instructions to Offerors or has enclosed written exceptions to the terms of the Draft Contract. AURA will review the exceptions, but is not obligated to accept (any or all of) them in a final contract if awarded.

2. In compliance with AURA's Request for Proposal No. N00051392C, the Offeror hereby proposes to furnish all labor, materials, equipment and supplies to perform the Work for AURA's Arc Flash Hazard Study, in accordance with the Specifications, pertinent Contract Documents and Statement of Work.

3. Offeror's Proposal submittal shall include the following:

   A. A Cover Sheet including: contracting General Information (RFP Number, if given; Proposal Title name/address of the firm; Technical and Administrative points of contact; DUNS/UEI number, Teamed Organizations, if any; and any other pertinent information);

   B. An abstract summarizing the proposed effort, not to exceed 500 words;

   C. The Technical Proposal, which shall address:

   1) Relevant technical experience of Offerors;
   2) Relevant technical experience and role of any proposed subcontractors;
   3) Names, resumes, and role of key technical personnel;
   4) A minimum of 3 references on projects of a similar size, complexity and nature;
   5) Unique qualifications;
   6) Preliminary project plan, including project schedule and your proposed milestone or payment schedule;
   7) **Description of the full scope of services offered and expressly any exclusions;**
   8) Proposed deviations from requirements with justifications and impact on price and schedule; and,

   D. Any other relevant information.

4. The Offeror hereby specifies, in accordance with Article 7, Completion Time, of Instructions to Offerors that Work shall be completed within _____ calendar days after receipt of the Contract.

5. In accordance with the above completion schedule (Paragraph 4) and enclosed specifications, the Offeror hereby proposes to accomplish the work described above for the total project sum of:

   _____ DOLLARS ($_____)

This proposal is submitted by Offeror and endorsed by its authorizing official by the signature below:

By: _____
(Signature)

Name: _____
(Printed/Typed Name)

Title: _____

SECTION 4. QUALIFICATIONS PACKAGE

(This document **MUST** be completed and returned to AURA with Proposal)

CONTRACTOR/CONSULTANT QUALIFICATIONS

This form is used to obtain information from Contractors/Consultants about their qualifications. The information that is used to evaluate them is taken from this form as well as from other sources, including but not limited to the proposal submitted by Contractor/Consultant, performance evaluations, any additional data requested by the Association of Universities for Research in Astronomy, Inc., outside research and interviews with the most highly qualified Contractors/Consultants and their references.

GENERAL INSTRUCTIONS

This form presents the qualifications for a specific contract. Carefully comply with instructions when preparing and submitting this form. Be as concise as possible and provide all information pertaining to this project and contract.

DEFINITIONS

Association of Universities for Research in Astronomy, Inc. (AURA): AURA is a consortium of universities, and educational and other non-profit institutions that operates world-class astronomical observatories that AURA terms "centers". AURA's members are 42 U.S. institutions and 5 international affiliates. AURA views itself as acting on behalf of the science communities that are served by its centers, and as a trustee and advocate for the centers' missions.

Contractor/Consultant: (Contractor): A company or individual providing goods and/or services required for a program or project.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Key Personnel: Individuals who will have major contract responsibilities demonstrated through unusual or unique expertise, e.g. architects, engineers.

The NSF's National Solar Observatory (NSO): The National Science Foundations (NSF's) National Solar Observatory (hereinafter "NSO") headquarters are located at 3665 Discovery Drive, Boulder, CO 80303.

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SPECIFIC INSTRUCTIONS

Contract – Specific Qualifications

Section A. Contract Information

Contractor Point of Contact

1 - 5. Name, Title, Name of Contractor, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the contractor that AURA may contact for additional information.

Section B. Sub-Contractor Information

6 - 8. List any sub-contractors (if applicable). Provide Company name, address, and role in this contract. Then provide the firm's name, full mailing address, and a brief description of the role of each firm's performance activities in this contract. The named subcontractors and outside associates or consultants must be used. Any changes warrant approval by the AURA/NSO contracting officer. If needed, attach an additional sheet in the same format as Section C.

Section C. Business References

Section D. Representations and Certifications

The Contractor is requested to check the appropriate boxes making the Representations and Certifications of the project a formal part of its pre-qualification. Failure to provide this information will prevent your company from being pre-qualified.

9. Small Business and Small Disadvantaged Business Contracting Program. AURA/NSO maintains a Small Business and Small Disadvantaged Business Contracting Program. Check Business Size as Small or Large as defined. Check as many that apply under the Business Classification. Check one under Business Status, for IRS reporting requirements.

10. Identification Numbers. Enter appropriate D-U-N-S Number and Federal Employee Identification Number and (Central Contractor Registration Number) (or Social Security Number, if
appropriate).

Section E. Debarment/Suspension Status

The Contractor is required to read and certify the understanding of the debarment procedure and process.

11-12. Signature and Date: Signature and Date of an authorized representative attests that the information provided is current and factual.

13-15. Name, Title, and Address.

Section F. Byrd Anti-Lobbying Amendment Certification

The Contractor is required to read and certify that it has not used federal appropriated funds to pay anyone for influencing an agency or a member or employee of Congress in connection with the award of any federal contracts, grants, loans or agreements.

16-19. Signature, Date and Title: Signature and title of an authorized representative who certifies to the truthfulness of the statements set forth therein.

Section G. Qualifications of Corporate Signature

Signature of the qualified person authorized, empowered, and directed on behalf of the Contractor to make and execute Proposals, offers, and contracts is required.

20-21. Signature and Date: Signature and Date of Contractor's officer to attest that the officer signing the Proposal Documents is authorized to make and execute Proposals, offers, and contracts binding upon this corporation for the offer and sale of goods and/or services by this corporation in the course of its business in an amount specified in the Contractor's Proposal Document.

22-24. Name, Title, and Address.

Section H. Qualifications of Limited Liability Company Signature

Signature of the qualified person authorized, empowered, and directed on behalf of the Contractor to make and execute Proposals, offers, and contracts is required.

25-26. Signature and Date: Signature and Date: Signature and Date of Contractor's member/manager/officer to attest that the individual signing the Proposal Documents is authorized to make and execute Proposals, offers, and contracts binding upon this limited liability company for the offer and sale of goods and/or services by this limited liability company in the course of its business in an amount specified in the Contractor's Proposal Document.

27-29. Name, Title, and Address.

Section I. Certification of no Conflict of Interest

The Contractor is required to read and certify that no organizational conflict of interest exists as defined in the certification form.

30-33. Signature of authorized representative, date and printed name of authorized representative and title of authorized representative.

Section J. Additional Information

Use this section to provide additional information specifically requested or to address selection criteria not covered by the information provided.

Section K. Declarations

34-37. Signature and Date: Signature and Date of Contractor's officer to attest that the information contained in the Proposal Documents is true and correct and to confirm that the Contractor understands its statements in the Proposal Documents are subject to investigation and that dishonest answers may be grounds for disqualification and may subject the Contractor and its representative to criminal and civil liability.

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Section A. Contract Information

Contractor Point of Contact

1. Name and Title: _____

2. Name of company: _____

3. Telephone number: _____

4. Fax number: _____

5. E-mail address: _____

Section B. Sub-contractor (ONLY if applicable)

Sub-contractor Point of Contact

6. Company Name: _____

7. Address: _____

8. Role in this contract: _____

Section C. BUSINESS REFERENCES:

On a separate sheet of paper, list five customers for whom your business is currently providing the same or similar services as those covered in the scope of work/technical specifications described in Section III of this RFP. Include all information requested below.

Please provide: the name of the business, the point of contact name and email contact information, the address, their phone and fax numbers and the type of project completed for the references:

You may include any other information or documentation that may assist AURA in evaluating your qualifications.

Section D. Representations and Certifications

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

The Offeror is (check all that apply):

☐ a regular Dealer/Distributor of the item(s) offered.

☐ a regular Manufacturer of the item(s) offered.

9. Small Business/Small Disadvantaged Business Contracting Program

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.

10. Indicate Your:

SAM Unique Entity Identifier (UEI): _____

Federal Employer ID (EIN): _____

SAM.gov Registration? (Check one): ☐ Yes ☐ 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.

Section E. 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 Proposal 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/NSO 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 Proposal or offer, but prior to the award of the purchase order or contract.

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CERTIFICATION

The Contractor hereby certifies that he or she has read the above Debarment/Suspension Status requirements and that he or she 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.

11. SIGNATURE OF AUTHORIZED REPRESENTATIVE:

_____

12. DATE SIGNED:

_____

13. NAME OF SIGNER (PRINT OR TYPE):

_____

14. TITLE OF SIGNER

_____

15. ADDRESS:

_____

_____

_____

SECTION F. BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION (31 U.S.C. §1352)

(To be signed with each Proposal 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.

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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. A 3801 *et seq*., apply to this certification and disclosure, if any.

16. SIGNATURE OF AUTHORIZED OFFICER/MEMBER/REPRESENTATIVE:

_____

17. DATE SIGNED:

_____

18. NAME OF SIGNER (PRINT OR TYPE):

_____

19. TITLE OF SIGNER

_____

Section G. Qualifications of Corporate Signature

(To be completed if Contractor is a corporation)

_____, incorporated in the
(Name of Corporation)

State of _____.

RESOLVED 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 Proposals, offers, and contracts binding upon this corporation for the offer and sale of goods and/or services by this corporation in the course of its business in an amount up to:

_____ DOLLARS ($_____)

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CERTIFICATION

I hereby certify that I am a/the duly elected and qualified _____, of the above named corporation, that the forgoing 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 withdrawn, repealed, amended, or canceled.

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

20. SIGNATURE OF OFFICER:

_____

21. DATE SIGNED:

_____

22. NAME OF SIGNER (PRINT OR TYPE):

_____

23. TITLE OF SIGNER

_____

24. ADDRESS:

_____

_____

_____

SECTION H. 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 of _____.

RESOLVED THAT:

_____, _____

(Name) (Title)

of this limited liability company is hereby authorized, empowered, and directed, for and on behalf of this limited liability company and its limited liability name, to make and execute Proposals, offers, and contracts binding upon this limited liability company for the offer and sale of goods and/or services by this limited liability company in the course of its business in an amount up to:

_____ DOLLARS ($_____)

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CERTIFICATION

I hereby certify that I am (i) a member or (ii) a/the duly elected and qualified/appointed _____, of the above named limited liability company, that the forgoing is a true and correct statement of a resolution adopted at a meeting of the members/managers of said limited liability company, and that the foregoing resolution is in full force and effect, and has not been withdrawn, repealed, amended, or canceled.

IN WITNESS WHEREOF, I have hereto set my hand on behalf of said limited liability company.

25. SIGNATURE OF AUTHORIZED OFFICER/MEMBER/REPRESENTATIVE:

_____

26. DATE SIGNED:

_____

27. NAME OF SIGNER (PRINT OR TYPE):

_____

28. TITLE OF SIGNER

_____

29. ADDRESS:

_____

_____

_____

SECTION I. 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 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 organizational 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 organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the AURA Contracts Officer, the 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 or work under this Contract.

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CERTIFICATION

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.

30. SIGNATURE OF AUTHORIZED OFFICER/MEMBER/REPRESENTATIVE:

_____

31. DATE SIGNED:

_____

32. NAME OF SIGNER (PRINT OR TYPE):

_____

33. TITLE OF SIGNER

_____

SECTION J. ADDITIONAL INFORMATION

Provide any additional information as requested. Attach additional sheets as needed. Offeror not to exceed 30 pages.

SECTION K. 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 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 and expose me and the represented organization to both civil and criminal liability.

34. SIGNATURE OF AUTHORIZED OFFICER/MEMBER/REPRESENTATIVE:

_____

35. DATE SIGNED:

_____

36. NAME OF SIGNER (PRINT OR TYPE):

_____

37. TITLE OF SIGNER

_____