**REQUEST FOR PROPOSALS (RFP) – N85306X**

**For**

**GEMINI Instrument Upgrades**

**Proposal Form (IUP)**

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

**OPERATING THE GEMINI OBSERVATORY**

### Hilo, Hawaii and La Serena, Chile

1. **Overview**

In compliance with the terms of Gemini's Request for Proposal N75388X (the "RFP"), the undersigned hereby proposes to perform and complete the work requested in the RFP and described in the Statement of Work in the submitted proposal.  Capitalized terms used in this proposal have the same respective meanings given such terms in the RFP.

1. **Basic information**

A. Please provide the following information about your company or institution.

|  |  |
| --- | --- |
| Legal Name |  |
| Street Address |  |
| Address Line 2 |  |
| City |  |
| State/Region |  |
| Postal Code |  |
| Country |  |
| Telephone |  |

The name and contact information of your contact person for this procurement (include email address, telephone, and fax number if different than above).

|  |  |
| --- | --- |
| Contact Person |  |
| Email |  |
| Telephone |  |

If the institution is a partnership, please list the full names of all partners.

|  |  |
| --- | --- |
|  |  |
| Partner Names |  |
|  |  |

If the institution is a sole proprietorship, please state the full name of the owner.

|  |  |
| --- | --- |
| Sole Proprietor Name |  |

If the answer to any of the following questions is yes, please attach details**.**

Has the undersigned failed to complete any project or work under any contract in the last five years? \_\_\_\_\_

Are there any judgments, claims, arbitration proceedings, or lawsuits pending or outstanding against the undersigned or its officers? \_\_\_\_\_

Has the undersigned filed any lawsuits or requested arbitration with regard to a contract in the last five years?  \_\_\_\_

Please give the address of the facility at which the work will be performed if it is at a different location than the address given above in section 2A.

|  |  |
| --- | --- |
| Street Address |  |
| Address Line 2 |  |
| City |  |
| State/Region |  |
| Postal Code |  |
| Country |  |

**3. Price and payments**

**Complete the budget summary below and submit the budget spreadsheet and narratives that are posted on the Gemini website. *Failure to provide detailed budgetary information in the form requested may result in your proposal not being considered.***

**Budget Summary**

|  |  |
| --- | --- |
| Labor |  |
| Equipment, Material, Supplies |  |
| Contracted Services |  |
| Indirect Costs/Overhead |  |
| Profit |  |
| Total |  |

AURA would prefer to pay the fixed price as a single lump sum after the completion of the work.  Proposers are welcome to request alternative payment arrangements (i.e., milestones).  Milestone payments must accurately track the portion of the work performed through that milestone (i.e., progress payment will not be approved).

**4. Proposed Project Schedule Milestones**

|  |  |
| --- | --- |
| **Milestone** | **Proposed Completion Date** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

**5. Contract Terms**

State any objections to any provisions of the contract, including Terms and Condition.

**6. Surety Plan**

Surety Plan:  Proposer must provide a Surety Plan that will ensure that AURA will be made whole in the event of non-payment of subcontractors or failure of Contractor to successfully complete the work. A Surety Plan Questionnaire (attached) must be completed.

**7. Representations and Certifications**

This following information must be completed.  Please check the appropriate boxes below to make the following representations and certifications as a part of your proposal:

**Regular Dealer-Manufacturer**

Please check the appropriate box below:

Respondent is a  regular dealer in,  manufacturer of, the items to be provided under the Contract.

**7.1 Small Business/Small Disadvantaged Business Subcontracting**

AURA maintains a Small Business and Small Disadvantaged Business Subcontracting Program. Respondents are therefore required to check the appropriate blocks below.

*Business Type (Check All That Apply)*

**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 that, including domestic and foreign divisions and affiliates, normally employs 500 or more persons, is independently or publicly owned or controlled and operated, and that may be a division of another domestic or foreign concern.

**Minority Owned**

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 include 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 include 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 or a municipality.

**Sheltered**

A sheltered workshop or other equivalent business basically employing the handicapped.

**Physically Challenged**

A business that is owned, controlled, and operated by a physically challenged person(s).

**Foreign**

A concern that 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.

DUNS # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Other**

An individual or other business entity that is not a registered corporation.  This includes unregistered corporations, independent contractors, partnerships, etc.

Indicate:

              Social Security   #

                     or

              Federal Emp. ID #

DUNS #      (required of all companies)

*Failure to provide the above information may require that AURA withhold 20% of the Contractor’s payments and may result in fines imposed by the IRS.*

**7.2 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.**

**A.** The Respondent, by signing its Proposal, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, --

No appropriated funds from the United States Federal Government have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any government agency, a member of the United States Congress, an officer or employee of the United States Congress, or an employee of a member of the United States Congress on his or her behalf in connection with the awarding of any United States Federal contract, the making of any United States Federal grant, the making of any United States Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any United States Federal contract, grant, loan, or cooperative agreement;

If any funds other than United States Federal appropriated funds (including profit or fee received under a covered United States Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any government agency, a member of the United States Congress, an officer or employee of the United States Congress, or an employee of a member of the United States Congress on his or her behalf in connection with this solicitation, the Respondent shall complete and submit, with its Proposal, OMB standard form LLL, Disclosure of Lobbying Activities, to the AURA Contracts Officer; and

*He or she will include the language of this certification in all Subcontract awards at any tier and require that all recipients of Subcontract awards in excess of $100,000 shall certify and disclose accordingly.*

**B.** Submission of this certification and disclosure is a prerequisite for making or entering into this Contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**7.3 Certification Regarding Debarment and Suspension**

The Respondent certifies, to the best of its knowledge and belief, that—

The Respondents and/or any of its Principals—

Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any United States Federal agency;

Have  have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for:  the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (United States Federal, state, or local) contract or subcontract; a violation of United States Federal or state antitrust statutes relating to the submission of offers; or the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity within the United States with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

The Respondent has  has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any United States Federal agency.

"Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

The Respondent shall provide immediate written notice to the AURA Contracts Officer if, at any time prior to Contract award, the Respondent learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this Request for Proposal.  However, the certification will be considered in connection with a determination of the Respondent’s responsiveness.  Failure of the Respondent to furnish a certification or provide such additional information as requested by AURA may render the Respondent nonresponsive.

The certification in paragraph (a) of this provision is a material representation of fact upon which reliance will be placed when making an award. If it is later determined that the Respondent knowingly rendered an erroneous certification, in addition to other remedies available to AURA, AURA may terminate the Contract resulting from this Request for Proposal for default.

**7.4 Certification Regarding Conflicts of Interest**

(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 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 or should have been 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.

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.

**Proposal Representations**

By submitting a proposal, the institute is representing that it has carefully examined this RFP and its referenced documents, understands all aspects of the work, and is not aware of any ambiguities in the scope of work or specifications that may affect the proposed price or schedule. By submitting the proposal, the institute certifies all statements above (Section 7) and is also representing that:

* It has the technical and management capabilities to perform the work in a timely and competent manner.
* It is not aware of any pending legal, financial, or other action that could have a material detrimental effect on the institute’s ability to perform the work in a timely manner.
* It has the financial resources reasonably required to complete the work in a competent and timely manner.
* It has the proposed facilities, tools, staff effort, and equipment necessary to perform the work in a timely and competent manner.
* It thoroughly understands and will comply with all matters covered under the Terms and Conditions.

**The person submitting this Proposal on behalf of Contractor hereby warrants and represents that all statements herein are true and that he or she has authority to make the above representations of qualifications and submit this proposal on behalf of the Contractor.**

*The undersigned hereby submits this Proposal.*

|  |  |
| --- | --- |
| **Company or Institution** |  |
| **BY (Signature)** |  |
| **Print Name and Title** |  |

**Document submission checklist:**

Proposal Form (This document) \_\_\_yes/\_\_\_no

Proposal (30-page limit – not including Appendices) \_\_\_yes/\_\_\_no

Executive Summary \_\_\_yes/\_\_\_no

Science cases, requirements, team and operating modes: \_\_\_yes/\_\_\_no

Technical requirements, functionality, and instrument upgrade design: \_\_\_yes/\_\_\_no

Project Management, System Engineering & Team Experience \_\_\_yes/\_\_\_no

Budget Spreadsheet \_\_\_yes/\_\_\_no

Budget Narrative \_\_\_yes/\_\_\_no

Appendix: Surety Plan (2-page limit) \_\_\_yes/\_\_\_no

Contractor’s Experience Questionnaires (2) \_\_\_yes/\_\_\_no

Contract Objections – Reviewed by Proposer’s legal department \_\_\_yes/\_\_\_no

**Proposer’s Experience Questionnaire**

List and briefly describe at least *two* projects completed by your organization that involved equipment, skills, and expertise similar to those required by your proposed upgrade. Be sure to list any projects involving relevant Gemini instruments.

|  |  |
| --- | --- |
| **Project 1** |  |
| Project Title |  |
| Project Lead or Manager |  |
| Contact for this Project |  |
| Position |  |
| Address |  |
| Phone # |  |
| Project Area | Private sector  Public Sector |
| Total contract amount |  |
| Type and term of contract |  |
| Period of performance |  |
| Completed on schedule | Yes  No Please explain: |
| Provide a brief description of the scope of work and project’s success |  |
| Reference name and contact details |  |
| **Project 2** |  |
| Project Title |  |
| Project Lead or Manager |  |
| Contact for this Project |  |
| Position |  |
| Address |  |
| Phone # |  |
| Project Area | Private sector  Public Sector |
| Total contract amount |  |
| Type and term of contract |  |
| Period of performance |  |
| Completed on schedule | Yes  No Please explain: |
| Provide a brief description of the scope of work and project’s success |  |
| Reference name and contact details |  |

SURETY PLAN

The Surety Plan must describe the methods the Contractor shall use to guarantee the successful performance and completion of this Agreement and the mitigation of risk of the Contractor’s non-payment of subcontractor invoices. The intent of the surety plan is to assure AURA it will be made whole in the event of problems with payment or performance.

Elements of a surety plan may include but are not limited to:

* Providing a performance bond;
* Providing the payment schedule set forth in the Contract;
* Providing purchase money security interest (e.g., a security agreement and financing statement as described in Article 9 of the Federal Uniform Commercial Code);
* Providing insurance; and
* Providing security, safety, and work procedures as well as physical devices that protect the hardware.

Please respond to the following questions:

1) What methods will proposer use to guarantee successful performance and completion of the Work?

2) How will proposer mitigate the risk of non-performance and non-payment of subcontractor invoices?

If Proposer is chosen to complete the Work, the Surety Plan will be subject to negotiation and final approval by AURA and Gemini.  The final approved version of all such plans shall be incorporated by reference into the Contract.