

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

Request for Quotation–

“Development of the EPO/Operations website”

THIS IS NOT AN ORDER

DATE: 4/2/2020

NAME: _____

COMPANY: _____

PHONE NUMBER: _____

FAX NUMBER: _____

EMAIL: _

You are invited to submit (a) quotation(s) for the goods and/or services listed below. Quotations are to include the furnishing of all transportation, materials, equipment, tools, supplies, labor and services necessary or proper for the performance and completion of the work in accordance with the scope of work and technical specifications. AURA reserves the right to reject any or all quotes.

We will evaluate the proposal on the following criteria:

- Skill
- Price / Cost
- Schedule
- Proposal

Reply Due Date: April 17, 2020 by 5:00 PM MST

To: David Kittelson, Contracts Officer
Association of Universities for Research in Astronomy, Inc.
Ph: 520-318-8452
Fax: 520-318-8456
Email: dkittelson@aura-astronomy.org

SECTION 1

AURA on behalf of the Vera C. Rubin Observatory Project Office is seeking a price quotation for the following described work:

Per Attachment A, titled: "**Statement of Work Primary Development**"

The price quotation must include all applicable federal, state and local taxes.

SECTION 2

The following documents are included in this Request for Quotation:

- Attachment A, titled: "**Statement of Work Primary Development**"
- Exhibit B, titled: "Fixed Price Agreement - Example" and "AURA General Provisions"
- Exhibit C, titled: "Contractor's Quotation"
- Exhibit D, titled: "References"
- Exhibit E, titled: "Certifications and Representations"

SECTION 3

To submit a price quotation for consideration, please complete and return the following documents to David Kittelson, Contracts Officer, in accordance with the procedures below no later than requested Reply Due Date.

1. the first page of this RFQ
2. the Contractor's Quotation form (Exhibit C) ; Additional Back Information as required.
3. the References (Exhibit D)
4. the Certifications & Representations (Exhibit E)

(these documents are hereinafter collectively referred to as "the Quotation Documents").

The Quotation Documents must be submitted either electronically in PDF format to dkittelson@aura-astronomy.org **no later than requested Reply Due Date**, or provide a hard copy of the Quotation Documents delivered to David Kittelson at the AURA Central Administrative Services building located at 1715 East 2nd Street or mailed to AURA (to the attention of David Kittelson, Contracts Officer, AURA, Inc., 950 North Cherry Avenue, Tucson, AZ 85719) and postmarked **no later than requested Reply Due Date**.

SECTION 4

The corporate headquarters for the Association of Universities for Research in Astronomy, Inc. ("AURA") is located at 950 North Cherry Avenue, Tucson, Arizona 85719.

EXHIBIT B

Example

ASSOCIATION OF UNIVERSITIES FOR RESEARCH IN ASTRONOMY, INC.

FIXED PRICE CONTRACT No. NxxxxxC

THIS FIXED PRICE CONTRACT is made effective on **Month, day, year** ("Effective Date") by and between the ASSOCIATION OF UNIVERSITIES FOR RESEARCH IN ASTRONOMY, INC., an Arizona non-profit corporation, located at 950 N. Cherry Ave., Tucson, AZ 85719, hereinafter referred to as "AURA" and **Supplier Name** of **Supplier Address**, hereinafter referred to as "**Supplier**". AURA and Contractor may be collectively referred to herein from time to time as "the parties."

Recitals:

- A. AURA is a consortium of universities and educational and other nonprofit institutions that is primarily funded by the National Science Foundation ("NSF"), an independent agency of the United States of America. AURA is engaged in the management, operation and maintenance of world class observatories and related activities for the promotion of research in the field of astronomy. Under Cooperative Agreement AST 1258333 between AURA and the NSF, Cooperative Support Agreement (CSA) AST No. 1202910, CFDA #47.049, which is now in full force and effect, AURA manages the Vera C. Rubin Observatory Construction Project and the Vera C. Rubin Observatory Project Office, as an AURA "center."
- B. This Federal project is jointly funded by the National Science Foundation (NSF) and the Department of Energy (DOE) Office of Science, with early construction funding received from private donations through the LSST Corporation. The NSF-funded LSST (now Vera C. Rubin Observatory) Project Office for construction was established as an operating center under management of the Association of Universities for Research in Astronomy (AURA). The DOE-funded effort to build the Rubin Observatory LSST camera (LSSTCam) is managed by the SLAC National Accelerator Laboratory (SLAC).
- C. NSF and DOE will continue to support the Rubin Observatory in its Operations phase to carry out the Legacy Survey of Space and Time. They will also provide support for scientific research with the data. During operations NSF funding is managed by the Association of Universities for Research in Astronomy (AURA) under a cooperative agreement with NSF, and DOE funding is managed by SLAC under contract by DOE. The Rubin Observatory is operated by NSF's Optical-Infrared Astronomy Research Laboratory and SLAC. This observatory will be constructed on the ridge of Cerro Pachón in Chile.
- D. The Vera C. Rubin Observatory Project Office, sometimes referred to as the Vera C. Rubin Observatory Project Management Office, provides program management, budget control, and system engineering services necessary to design, construct and commission the Vera C. Rubin Observatory. The Vera C. Rubin Observatory Project Office shall have final approval authority over the work performed under the Fixed Price Design/Build Contract.

- E. AURA, desires to enter into a Fixed Price Contract with Contractor to provide all facilities, labor, materials, components, equipment and supplies as necessary to **insert description** in accordance with the Statement of Work and Technical Specifications set forth herein (collectively "the Work"). AURA desires to contract with Contractor to perform the Work and services, as specified, and in accordance with the terms and conditions of this Agreement.
- F. Contractor has special professional and/or technical qualifications and capabilities relative to the work that AURA wants performed and is desirous of entering into a contract with AURA to perform said work and services pursuant to the terms and conditions set forth in this Fixed Price Design/Build Contract (hereinafter referred to as "Agreement" or "Contract").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto mutually agree as follows:

ARTICLE 1. SCOPE OF WORK

a. Contractor shall provide all facilities, labor, materials, equipment, components, transportation, supplies and management, as required **insert description**, in accordance with the terms and conditions of this Agreement, the detailed Statement of Work (including all specifications) labeled "**Attachment A**" and the AURA General Provisions for a Contractor Agreement labeled "**Attachment B**" which are attached hereto are hereby incorporated into this Agreement by this reference as though fully set forth herein and shall be deemed a material part of this Agreement.

b. Each party hereto shall comply with the Articles of this Agreement and with all applicable terms and conditions of all documents attached hereto and incorporated herein by reference.

c. References throughout this Agreement to the term, "the Work," shall mean and refer to the work covered by Attachment A.

ARTICLE 2. PERIOD OF PERFORMANCE

The Period of Performance (PoP) for the completion of the Work shall be a period from the Effective Date of this Agreement until **Date**. The PoP may be extended upon the mutual agreement of the parties in writing.

ARTICLE 3. CONTRACT SUM

AURA shall pay Contractor for the performance of the Work described in Article 1 above the total fixed price sum of **amount (\$ amount)** ("Contract Sum") in accordance with **Attachment C**. AURA is not obligated to pay Contractor for any sum in excess of the foregoing amount unless this Agreement is amended in writing.

ARTICLE 4. PAYMENTS

- a. Contractor shall be paid upon submission of a proper invoice or vouchers for work performed and work delivered and/or rendered and accepted less deductions, if any, as provided herein. Invoices shall contain sufficient detail to enable AURA to clearly identify the costs for which payment is being requested.
- b. Invoices shall (i) reference AURA Fixed Price Agreement No. **NxxxxxC**, (ii) date(s) of performance during which expenses were incurred; and (iii) provide sufficient detail to enable AURA to clearly identify the costs for which payment is being requested.

Mail invoices to: David Kittelson
Contracts Officer
AURA, Inc.
950 North Cherry Avenue
Tucson, AZ 85719

or
Via email to: dkittelson@aura-astronomy.org

- c. Payment shall be made within thirty (30) days after AURA's receipt of Contractor's monthly statement, prepared in such form and detail as AURA may specify.
- d. Each invoice presented for payment must bear the following certification:
- e. "By submission of this invoice, Vendor represents that to the best of its knowledge and belief that: (i) the information provided on this invoice is true and correct; (ii) the charges or costs contained therein are appropriate and in accordance with Vendor Agreement No. **NxxxxxC** and the Statement of Work and any work orders or other documents issued there under."

Example:

Signature of Vendor Representative

Title of Vendor Representative

Name of Company

Date

- f. Invoices should be mailed or via email to AURA Contracts Officer.
- g. Payment shall be made in United States dollars within thirty (30) days after AURA's receipt of an invoice from Vendor that meets the requirements of this Article.

ARTICLE 5. TECHNICAL & CONTRACTUAL AUTHORITY OF AURA

- a. AURA's Contracts Officers (COs), are the only personnel authorized to approve changes in this Fixed Price Agreement and to perform post-award functions in administering and enforcing this Fixed Price Agreement on behalf of AURA.
- b. The CO assigned to this project is David Kittelson. Any questions relating to the terms and conditions of this Fixed Price Agreement should be brought to his attention at 520-318-8452 or by e-mail to: dkittelson@aura-astronomy.org

- c. The Technical Representative authorized to act on behalf of AURA for purposes of administering, and providing direction to Contractor related to the detailed technical aspects of the Work is *(insert name)*. If any questions arise during the performance of this Work, they should be brought to the attention of *(insert name)* at *(insert phone number)* or to his/her attention at *(insert email)*. In no event, however, shall AURA be bound by any understanding, agreement, modification, change order, or other matter deviating from the provisions of this Agreement unless formalized by appropriate written contractual documents executed by the Contracts Officer. Technical direction by the Technical Representative is only valid if: (1) it is issued in writing and is consistent with the description of the work contained in the Scope of Work/Technical Specifications; (2) it does not constitute a new assignment of work nor change the express terms, conditions or specifications of this Agreement; and (3) it does not constitute a basis for any increase in the contract price or extension of time for completion of the Work.
- d. The person executing this Agreement on behalf of AURA hereby warrants and represents that he or she has authority to enter into this Agreement on behalf of AURA.

ARTICLE 6. CONTRACTOR PRIME CONTACT

- a. *(insert name)* shall be the primary contact for Contractor in all matters related to this agreement. *(insert name)* may be contacted by phone at *(insert phone number)* and via email at *(insert email address)*.
- b. The person executing this Agreement on behalf of Contractor hereby warrants and represents that he has authority to enter into this Agreement on behalf of Contractor.

ARTICLE 7. INDEPENDENT CONTRACTOR

In performing work under this Agreement, each party shall be deemed to be an independent contractor and shall not act as nor be deemed to be an agent or employee of the other party hereto. As an independent contractor, each party hereto will be solely responsible for determining the means and methods for performing their respective obligations described in Article 1, and each shall have complete charge and responsibility for persons employed by or subcontracted by them and engaged in the performance of the specified work. Each party hereto shall guard against physical, financial and other risks as appropriate. Each party hereto shall comply with all applicable Federal, state and local laws, regulations, ordinances and rules as well as with any Executive Orders which may be applicable to the performance of each party's respective obligations hereunder.

ARTICLE 8. QUALITY OF WORK

Contractor agrees to perform the Work described in Article 1 above in accordance with the standards of professional care, skill, and diligence normally provided by a professional organization performing similar services.

ARTICLE 9. TIME IS OF THE ESSENCE; DELAYS

- a. Time is of the essence with respect to all provisions of this Agreement that specify a time period for performance.

b. Contractor shall notify AURA within five (5) days of any material delay in performance of the Work and shall specify in writing to AURA the proposed revised date of performance or delivery date as soon as practicable after notice of delay. Such notification shall not be construed as repudiation by the Contractor of its obligations under this Agreement. Contractor shall not be liable for delays in performance or delivery due to causes beyond its reasonable control, and not otherwise due to its fault or negligence. In the event of such delay, the date of performance or of delivery shall be extended for a period equal to the time lost by reason of said delay on written approval of AURA. This Agreement shall be amended in writing to reflect a change in the period of performance due to delay.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

a. Contractor shall at all times keep AURA free and clear from all claims, liens, and encumbrances asserted by any person or other entity for any reason whatsoever arising from the furnishing of goods and services under this Agreement. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless AURA, its directors, officers, employees, agents, representatives and affiliates (hereinafter collectively referred to as "Indemnified Parties") for, from and against any and all claims, demands, actions or causes of action, costs, damages, liabilities, injuries, expenses, or losses of any nature whatsoever to which any of the Indemnified Parties may become subject under any theory of liability whatsoever ("Claims") insofar as such Claims (or actions in respect hereof) arise from, are connected with or are related to: (i) any inaccuracy in or breach of any of Contractor's representations and warranties set forth in this Agreement; and the work performed under this Agreement. (ii) any intentional misconduct, negligent acts, errors, mistakes or omissions of Contractor, its officers, employees, agents or any tier of subcontractor in performing the obligations and the work covered by this Fixed Price Agreement. To the fullest extent permitted by law, AURA shall be responsible for its own negligent acts, omissions and mistakes, and that of its employees and sub-consultants. Although Contractor shall defend AURA, in the event of a final determination of joint negligence or other breach of duty between Contractor and AURA, Contractor's total indemnity liability to AURA shall be the percentage determined to be Contractor's share of liability. Every obligation of this indemnification paragraph shall survive the completion of the services hereunder and the termination of this Agreement.

b. Accordingly, AURA shall promptly notify the Contractor in writing of any claim or action brought against AURA for which the Contractor may be responsible under 10a. On such notification, the Contractor shall promptly take over and defend any such claim or action.

c. AURA shall have the right and option to represent itself in defense of any such claim or action at any time if AURA, in its sole discretion, determines that its rights are not being appropriately defended by Contractor.

d. The Contractor shall at its own expense, during the course of this Agreement, maintain in force at all times the following minimum limits of insurance. The insurance carrier must be approved by AURA, and have an A.M. Best rating of A- or better.

- Workers' Compensation: Statutory limits
- Comprehensive General Liability: \$1,000,000 each occurrence/
\$1,000,000 annual aggregate
(Including contractual liability)

e. These coverage amounts shall in no way limit the Contractor's obligations or liability under this agreement.

f. Certificate of Insurance or self-insurance evidencing coverage shall be delivered to AURA within fifteen (15) days following the date that the Contractor receives a fully executed original or copy of this Agreement. The certificate of insurance shall not be cancelled, materially changed, or allowed to expire until forty-five (45) days after prior written notification has been given to AURA.

ARTICLE 11. FORCE MAJEURE

Neither Contractor nor AURA shall be liable for failure to fulfill its obligations herein or for delays in performance or delivery, as applicable, due to causes beyond its reasonable control, including, but not limited to: acts of God, natural disasters, acts or omissions of other parties, acts or omissions of civil or military authority, Government shut downs (total or partial), the termination, lapse or delay in government funding, changes in governmental priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, riots, war, acts of terrorism (hereinafter collectively or singularly referred to as force majeure event). Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this contract must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract. Upon completion of the event of force majeure, the party affected must as soon as reasonably practicable recommence performance of its obligations under this contract. An event of force majeure does not relieve a party from liability for an obligation that arose before the occurrence of that event. In the event the force majeure event exists for a year or more, either party hereto may seek to terminate this Agreement without further liability.

ARTICLE 12. SUSPENSION OF THE WORK

Performance of the Work under this Agreement may be suspended by AURA in the event of a total or partial government shut down or if funding for the Work or this Project is delayed or suspended. Such suspension shall be considered temporary and in no way shall be deemed to be a breach or termination of this Agreement.

ARTICLE 13. TIME IS OF THE ESSENCE

- a. Time is of the essence with respect to all provisions of this Agreement that specify a time period for performance. Contractor must notify the CO assigned to this Agreement within five (5) days after determining a contract date cannot be met.
- b. Time periods and project due dates may be changed only via a written amendment signed by both parties hereto.

ARTICLE 14. AMENDMENTS

Nothing in this Agreement, including the scope of work and technical specifications or qualities of the services or goods provided, may be modified except by means of a written amendment or change order signed by a Contracts Officer and accepted by Contractor. Verbal agreements to modify or add work are void.

ARTICLE 15. TERMINATION

a. TERMINATION FOR DEFAULT/CAUSE

(i) If Contractor refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, AURA may notify Contractor in writing of the non-performance, and if not promptly corrected within the time specified, AURA may terminate the Contractor's right to proceed with this Agreement or such part of this Agreement as to which there have been delay or a failure to properly perform. Contractor shall continue performance of this Agreement to the extent it is not terminated and shall be liable for excess costs incurred in re-procuring similar goods or services elsewhere and excess costs incurred in AURA's operation because of any resulting delay. Payment for completed services performed and accepted shall be at the price(s) provided in this Agreement.

(ii) AURA may withhold amounts due to Contractor as AURA deems to be necessary to reimburse itself for the excess costs incurred in curing, completing or procuring similar goods and services and excess costs incurred in AURA's operation because of the breach.

(iii) If after termination of Contractor's right to proceed under this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for convenience clause.

b. TERMINATION FOR CONVENIENCE

AURA or Contractor may terminate this Agreement in whole or in part, for convenience. Either Party shall give written notice of termination specifying the part of the Agreement terminated or when termination becomes effective. Upon receipt of the notice of termination, Contractor shall incur no further obligations, except to the extent necessary to mitigate costs of performance. The amount due to Contractor upon termination shall be calculated as described in Federal Acquisition Regulations (FAR) 52.249-8 (Termination for Fixed Price Supply and Service). Regardless of any other provisions, the amount of the termination liability under this paragraph shall not exceed the amount of the price provided in this Agreement plus a reasonable cost for settlement expenses.

ARTICLE 16. REPORTING REQUIREMENTS

AURA is subject to various reporting requirements under its Cooperative Agreement and Cooperative Support Agreement with the National Science Foundation. If AURA is required to report information related to the Work to the National Science Foundation, Contractor shall cooperate with AURA to provide to AURA any information requested by the NSF based on the Scope of Work and Technical Specifications.

ARTICLE 17. SMALL AND SMALL DISADVANTAGED SUBCONTRACTING

It is AURA Policy that small business concerns and small socially and economically disadvantaged business concerns be given the maximum practicable opportunity to compete for Subcontracts in order to assure maximum small business participation consistent with fulfilling AURA's contractual obligations in an efficient and economical manner.

ARTICLE 18. NON-EXCLUSIVE AGREEMENT

The services to be provided under this Agreement are not limited to this Agreement. AURA reserves the right to perform the same or similar services or to contract with others for the same or similar services. Nothing in this Agreement shall be construed as granting Contractor exclusive rights to perform the services.

ARTICLE 19. ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties hereto, but may not be voluntarily assigned in whole or in part by either party without the prior written consent of the other party. Provided, however, that AURA may assign this Agreement to the United States of America or to its designee without the permission of the Contractor. Provided, further, that unless this Agreement is assigned to the Government, it does not bind or purport to bind the National Science Foundation or the United States of America.

ARTICLE 20. AUDIT AND AVAILABILITY OF RECORDS

AURA is responsible for ensuring that Contractor is in compliance with applicable laws and regulations and other award conditions. Financial reports, supporting documents, and other records pertinent to this agreement, shall be retained by Contractor for a period of three (3) years from the date of final payment except that records related to audits, appeals, litigation or the settlement of claims arising out of performance of this agreement shall be retained until such audits, appeals, litigation or claims have been resolved. Notwithstanding any other conditions of this Agreement, the records and financial statements of Contractor shall be made available upon request, at the Contractor's regular place of business, for examination by AURA or their duly authorized representative(s).

ARTICLE 21. ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All matters within the scope of the Federal Arbitration Act of the United States (9 U.S.C. §§1 et seq.) shall be governed by it. The place of arbitration shall be Tucson, Arizona. The arbitrator shall have the right to award or include in its award any relief which it deems proper in the circumstances, including without limitation, money damages (with interest on unpaid amounts from date due), specific performance, and injunctive relief provided that the arbitrators shall not have the authority to award exemplary, punitive or special damages. The award and decision of the arbitrator shall be conclusive and binding upon all parties hereto and judgment upon the award may be entered in any court of competent jurisdiction. Notwithstanding anything to the contrary contained herein, each party hereto shall have the right in a proper case to obtain temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction, provided, however, that the parties agree to contemporaneously submit their dispute for arbitration on the merits as provided herein.

Both parties shall share the cost of the dispute resolution process equally although personal attorneys and witnesses or specialists are the direct responsibility of each party and their fees and expenses shall be the responsibility of the individual parties.

ARTICLE 22. SURVIVAL

The terms, conditions, representations, indemnifications and warranties contained in this Agreement shall survive the termination of this Agreement and acceptance of the Work.

ARTICLE 23. ORDER OF PRECEDENCE

In the event of conflict among the provisions of any of the documents described in the Articles of this Agreement, interpretation of this Agreement shall be governed in the following descending order of priority: 1) the Articles of this Agreement; 2)) the Statement of Work/Technical Specifications set forth in this agreement; and 4) the Quotation from Contractor.

ARTICLE 24. SEVERABILITY

The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions. AURA's failure to enforce a right hereunder promptly shall not be deemed a waiver of such right, and no waiver of right under a provision shall constitute a waiver of any other right under such provision or any other provision.

ARTICLE 25. ENTIRE AGREEMENT

This Agreement, together with any addenda and amendments relating hereto constitutes the entire agreement of the Parties, and there are no other representations, promises, agreements, conditions or understandings, either oral or written, between the Parties other than as set forth herein. Any amendments, alterations or modifications to this agreement must be in writing and signed by the Parties of this Agreement to be effective.

ARTICLE 26. AUTHORITY

The persons executing this Agreement represent and warrant that they have the full power and authority to enter into this Agreement on behalf of the entities they are signing on behalf of.

ARTICLE 27. INTEGRATION

This Agreement, together with any addenda and amendments relating hereto, sets forth the entire understanding between the parties and supersedes all prior or contemporaneous agreements, representations and understandings between the parties with respect to the subject matter of this Agreement. This Agreement may only be amended in a writing signed by both parties hereto.

ARTICLE 28. APPLICABLE LAW

- a. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Arizona without regard to its conflict of law rules.
- b. The work performed by the Supplier must comply with applicable federal, state or local law which may be applicable to the work to be performed.
- c. For the facilities, equipment, and services to be provided to AURA by supplier in Chile, the supplier shall comply with all applicable Chilean laws and regulations in the performance of the Work in Chile.

ARTICLE 29.

U.S. REGULATION COMPLIANCE

- a. In the performance of this Agreement, the Parties may transfer, exchange, or develop data, information, software, hardware or other technology that may be subject to U.S. export control laws and regulations, including the International Traffic in Arms Regulations, 22 C.F.R. 120-130, and the Export Administration Act regulations, 15 C.F.R. 730-774. Each of the Parties individually will be responsible for obtaining export licenses or other export authority as may be required before exporting controlled data, information, software, hardware or other technology to foreign countries or providing access to foreign persons (as defined in 22 C.F.R. 120.16). Each of the Parties agrees to comply with any applicable United States laws and regulations in the export of such data, information, software, hardware, or other technology. No other Party will be responsible for any failure of another Party to comply with such laws or regulations.
- b. It is understood that each of the parties hereto are subject to United States laws and regulations (including with limitation the Arms Export Control Acts, as amended, and the Export Administration Act of 1979), and that their respective obligations hereunder are contingent on compliance with applicable United States export laws and regulations. In regards to this Agreement, each party hereto agrees that it will not directly or indirectly transmit, by way of trans-shipment, export, diversion or otherwise, any export controlled information except in accordance with any and all applicable United States export control laws and regulations.
- c. Neither party hereto will, under any circumstances, accept any material concerning this Agreement, that it has reason to believe is export controlled, without first expressly agreeing in writing to undertake necessary measures to ensure protection of the same.

ARTICLE 30.

RIGHTS IN DATA

While the parties acknowledge that this contract is an open source/open data contract, the following provision is required by AURA's Cooperative Agreement with the NSF to be "flowed down" to all Contractors, subcontractors and Subawardees.

- a. Except for inventions, which are specifically authorized by the Patents Clause, included in the General Provisions, Contractor does hereby grant, assign and convey to AURA, the Federal Government, and to the National Science Foundation (NSF) a perpetual, royalty-free, worldwide, transferable, nonexclusive and irrevocable license to use, reproduce, distribute (including distribution by transmission) to the public, perform publicly, prepare derivative works, and to display publicly, scientific, technical, engineering and design data jointly or severally collected and/or developed for the Project by Contractor's Key Personnel or other persons working on the Project (hereinafter "Data") in whole or in part and in any manner for AURA's, the NSF's, and/or the Federal Government's purposes and to have or permit others to do so for AURA's, the NSF's, and the Federal Government's purposes only. AURA's, the Federal Government's, and the NSF's purposes include use of the Data in the Project described herein as well as in competitive procurement, but does not include the right to have or permit others to use data for commercial purposes. In order that the Federal Government may exercise its license rights in data, AURA, the Federal Government and the NSF, upon request to Contractor, shall have the right to review and/or obtain delivery of Data resulting from the performance of Work under this Agreement, and to authorize others to receive Data to use for AURA's, the NSF's, and the Federal Government's purposes.

- b. In addition, the parties hereto each agree that the following sentence shall be placed on any images or animations of the Project before distribution: "This work was provided by the LSST Project Office and the Association of Universities for Research in Astronomy, Inc. with the support of the National Science Foundation."
- c. Notwithstanding any clause of this Agreement, Contractor does hereby grant to the NSF in perpetuity the right to use and reproduce data produced under this Agreement without charge or additional expense (except for whatever reasonable costs are incurred by Contractor to reproduce the data) as necessary for the operation and management of the Large Synoptic Survey Telescope. This includes the right to make such data available to any party interested in competing for any subsequent award to operate and manage the Large Synoptic Survey Telescope, and any awardees, the NSF selects as a result of these competitions. The types and kinds of data deemed necessary for the operation and management of the Large Synoptic Survey Telescope, includes, but is not limited to:
 - (i) Preventative maintenance guides
 - (ii) Preventative maintenance histories
 - (iii) Operating manuals and similar plans
 - (iv) Facility and instrument drawings (including design, shop, and as-built drawings), designs and specifications
 - (v) Schematics
 - (vi) Warranty data
 - (vii) Schedules
 - (viii) Software
 - (ix) Inventories
 - (x) Document indexes
 - (xi) Subawards, subcontracts and Contractor agreements
 - (xii) Operations reports

Rights acquired by the NSF under this article do not include rights in any data produced solely for scientific research purposes or studies in the Astronomical Field. The NSF shall be a third-party beneficiary of this provision.

- d. Contractor agrees to work with AURA to execute any additional agreements or documents which may be requested by AURA to affect and fulfill the intent and requirements of this Article.

ARTICLE 31. NOTICES

Any notices required or permitted to be given hereunder shall be given in writing and shall be deemed given upon: (a) delivery in person; (b) three business days after being sent by certified mail, postage prepaid, return receipt requested; (c) one business day after being sent by e-mail; (d) one business day after being sent via facsimile; or (e) the next business day after being sent by a commercial overnight courier that guarantees next day delivery and provides a receipt. All such notices shall be addressed as follows:

For AURA:

David Kittelson
Contracts Officer
Association of Universities for Research in Astronomy, Inc.
950 North Cherry Avenue
Tucson, AZ 85719
Telephone: 520.318.8452
E-mail: dkittelson@aura-astronomy.org

For Contractor:

(insert name)
(insert title)
(insert address)
Telephone: *(insert number)*
Fax: *(insert number)*_
E-mail: *(insert email address)*

or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon delivery, which for any notice given by facsimile shall mean notice that has been received by the party to whom it is sent as evidenced by confirmation slip.

ARTICLE 32. INTELLECTUAL PROPERTY

- a. "Intellectual Property" means all forms of intellectual property under the laws of any state or country including, but not limited to, patentable inventions, copyrightable works, trademarks and trade secrets, etc.
- b. For purposes of this Agreement, "AURA Intellectual Property" means all pre-existing forms of Intellectual Property (in existence prior to the effective date of this Agreement), whether patentable or not, conceived or developed by an employee or agent of AURA which relates to the LSST Construction Project and all Intellectual Property severally developed by AURA under this Agreement.
- c. "Contractor Intellectual Property" means all forms of Intellectual Property whether patentable or not, severally developed by Contractor under this Agreement conceived or developed by an employee or agent of Contractor which relates to the LSST Construction Project.
- d. "Jointly Developed Intellectual Property" means inventions and improvements to existing AURA Intellectual Property, whether patentable or not, specific to the Project which are created and made jointly by employees and/or agents of Contractor and AURA under this Agreement. Such property shall be Jointly Developed Intellectual Property owned by Contractor and AURA.

- e. Contractor hereby grants to AURA, to the Federal Government and to the National Science Foundation a world-wide, non-exclusive, transferable, royalty-free, and irrevocable, license to: use any Contractor Intellectual Property and any Jointly Developed Intellectual Property. Notwithstanding the foregoing, Contractor agrees that the rights granted to the federal government and to the National Science Foundation herein may be exercised by the federal government or the National Science Foundation, or the federal government or the National Science Foundation may choose to have a third party exercise such rights for or on behalf of the US throughout the world and that relative to such rights and licenses granted, the National Science Foundation and the federal government will have all exclusive rights provided by applicable law.

ARTICLE 33. CONFIDENTIAL INFORMATION

- a. "Confidential Information" means all proprietary or non-public information, data, systems, deliverables, technology, methodologies, specifications, trade secrets, software, business plans, operations, products, methods, procedures, reports, customers, services, equipment, systems and facilities of a Party (each of the foregoing, a "Disclosing Person"), identified as confidential or that would reasonably be considered confidential, regardless of the form or method of communication, and any requirements owned by a Disclosing Person or licensed by a Disclosing Person from a third party. Confidential Information does not include: (a) information that is (i) at the applicable time available to the public without breach of this Agreement, (ii) obtained from a third party having no obligation of confidentiality with respect to such information, or (iii) independently developed by the receiving Party without reference to Confidential Information of the Disclosing Person and (b) this Agreement.
- b. Non-use and Non-disclosure. Each party agrees to use any Confidential Information of the other party solely for the Authorized Purpose and not for any third party's benefit. Each party agrees to limit disclosures of Confidential Information of the other party to those employees of the receiving party who are required to have the information in order to perform the Authorized Purpose. Each party agrees that it will not disclose any of the Confidential Information to any third party without the express written consent of the disclosing party. Neither party shall reverse engineer, disassemble or decompile any of the Confidential Information of the other party or any of the prototypes, software or other tangible objects which embody the Confidential Information of the other party and which are provided to the party hereunder.
- c. Maintenance of Confidentiality. Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the other party have signed a non-use and nondisclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither party shall make any copies of the Confidential Information of the other party unless the same are previously approved in writing by the other party. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

- d. Legally Compelled Disclosure. In the event the receiving party is required to disclose the disclosing party's Confidential Information pursuant to a valid order by a court or other governmental body or as otherwise required by law, prior to any such compelled disclosure, the receiving party will (i) notify the disclosing party of the legal process, and allow the disclosing party to assert the privileged and confidential nature of the Confidential Information against the third party seeking disclosure and (ii) cooperate fully with the disclosing party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection against disclosure is not obtained, the receiving party will be entitled to use the Confidential Information, but only as and to the extent necessary to legally comply with such compelled disclosure.
- e. Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's written request or upon the termination or expiration of this Agreement.
- f. Upon the expiration or termination of this Agreement, the obligations of each party shall survive with respect to Confidential Information of the other party disclosed hereunder until such time as the respective Confidential Information becomes publicly known and made generally available through no action or inaction of the receiving party or until five (5) years after the date of initial disclosure of such Confidential Information to the receiving party hereunder ("Confidentiality Period"), whichever occurs sooner. For the avoidance of doubt, upon termination of this Agreement, each party's obligation to keep the Confidential Information of the other party confidential for the Confidentiality Period shall apply even in the event where one party is acquired or merged by or into a third party, and such third party shall have the right to enforce this obligation as a third-party beneficiary.
- g. Remedies. Each party agrees and acknowledges that any breach of this Agreement may cause irreparable harm to the other party for which monetary damages may be inadequate. Accordingly, the harmed party may be to seek injunctive or other equitable relief to remedy any threatened or actual breach of this Agreement by the other party

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below to be effective on the date first set forth above.

ASSOCIATION OF UNIVERSITIES FOR RESEARCH IN ASTRONOMY, INC.

David Kittelson
Contracts Officer

Date

(Insert NAME OF CONTRACTOR)

(Insert Printed Name)
(Insert Title)

Date

EXHIBIT B

AURA GENERAL PROVISIONS

ASSOCIATION OF UNIVERSITIES FOR RESEARCH IN ASTRONOMY, INC. GENERAL PROVISIONS FOR A CONTRACTOR AGREEMENT

1. DEFINITIONS

- (a) "AURA" refers to the Association of Universities for Research in Astronomy, Inc., an Arizona Corporation.
- (b) "NSF" refers to the National Science Foundation.
- (c) "Work Locations" are, collectively, any and all locations at which the Work will be performed by Contractor or any of its sub-Contractors or suppliers, including, but not limited to, design and drafting facilities, fabrication and machine shops, welding facilities, painting and coating facilities, assembly facilities, packaging facilities, and all other locations at which the Work will be performed.
- (d) "CO" refers to the Contracts Officer.
- (e) "Contractor Agreement" refers to the Contract or Subaward of which this document is made a part.
- (f) "Contractor" refers to the Contractor or Subawardee designated in the Contract or Subaward of which this document is made a part.

2. COMMUNICATION

All communication concerning administration of this Contractor Agreement must be furnished solely to the CO at the address indicated in this Contractor agreement. Communication of a technical nature only may be directed to the Technical Representative designated in the Contractor agreement.

3. TECHNICAL DIRECTION

The Technical Representative identified by the CO is authorized to provide technical information required by the Contractor, but is not authorized to direct Contractor to do anything that will affect the price or schedule of the Work. If the Technical Representative gives the Contractor any direction that will result in a price or schedule change, the Contractor shall not implement the direction, but shall instead contact the CO and request guidance on how to proceed.

4. LABOR DISPUTES

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contractor Agreement, the Contractor shall immediately give notice, including all relevant information, to AURA. This provision shall be included in all subcontracts issued by Contractor related to the Work.

5. COMPUTATION OF TIME

Except as expressly provided otherwise in this Contractor Agreement, references to "days" or "weeks" or "months" shall mean calendar days, weeks or months, respectively, and time periods specified in this Contractor Agreement shall be measured in calendar days, weeks and months. Whenever the date for the exercise of any right, privilege, remedy or the discharge of any duty under this Contractor Agreement falls upon a Saturday, Sunday or any public or legal holiday, the party having the right, privilege, remedy or duty shall have the time extended until 5:00 p.m., MST on the next succeeding day that is not a Saturday, Sunday or holiday.

6. U. S. STATUTORY REQUIREMENTS

6.1 APPLICABLE FEDERAL STANDARDS AND REQUIREMENTS

- a) By acceptance of this Agreement, Contract or Purchase Order, Contractor or Seller certifies that it shall comply with all applicable clauses from the most recent (as amended) National Science Foundation *Cooperative Agreement Financial & Administrative Terms and Conditions* (CA-FATC); these articles may be found in: https://www.nsf.gov/bfa/dias/policy/cafatc/cafatc_518.pdf
- b) By acceptance of this Agreement, Contract or Purchase Order, Contractor or Seller certifies that it shall comply with the applicable provisions of the most recent (as amended) "2 CFR § 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). These provisions may be found in: <https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1#>

6.2 EXAMINATION OF RECORDS BY COMPTROLLER GENERAL

(a) This Section 6.2 is applicable if the amount of this Contractor Agreement exceeds \$100,000. Contractor agrees that the CO, the Director of the NSF, and the Comptroller General of the United States, or any of their duly authorized representatives, shall, until the expiration of three (3) years after final payment under this Contractor Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the Contractor involving transactions related to this Contractor Agreement. Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the CO, the Director of the NSF, and the Comptroller General of the United States, or any of their duly authorized representatives, shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract. The term "subcontract" as used here excludes: (1) purchase orders and subcontracts not exceeding \$100,000; and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. Such periods of access and examination, for records which relate to: (i) litigation or settlement of claims arising from the performance of this Contractor Agreement; or (ii) costs and expenses of this Contractor Agreement as to which exception has been taken by the Comptroller General of the United States, or any duly authorized representative from the General Accounting Office of the United States, shall continue until such appeals, litigation, claims, or exceptions have been disposed of. Contractor shall reimburse AURA for any and all amounts paid to Contractor which are used to perform the Work which are subsequently determined to be a "disallowed" cost in accordance with the "OMB Uniform guidance: Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards." (Also known as the Omni Circular) which can be found in 2 CFR 200 et. seq.

(b) Financial records, supporting documents, statistical records, and other records pertinent to this Contractor Agreement shall be retained by the Contractor for a period of three (3) years after final payment under this Contractor Agreement, or for such longer periods, if any, as is required by applicable statutes or by other provisions of this Contractor Agreement. Records that relate to audits, appeals, litigation, or settlement of claims arising out of the performance of the Work under this Contractor Agreement shall be retained until such audits, appeals, litigation, or claims have been disposed of. Records relating to intellectual property shall be retained by the Contractor for three (3) years after final payment under this Contractor Agreement. Unless court action or audit proceedings have been initiated, Contractor may substitute microfilm copies of original records.

(c) The CO, the Director of the NSF, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of Contractor, to make audits, examinations, excerpts and transcripts of all direct and indirect costs of whatever nature claimed and reimbursed under this Contractor Agreement. Such records shall be made available, upon request and during normal business hours, at Contractor's regular place of business. Contractor shall reimburse AURA for any and all amounts paid to Contractor which are used to perform the Work which are subsequently determined to be a "disallowed" cost in accordance with "OMB Uniform guidance: Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards." (Also known as the Omni Circular) which can be found in 2 CFR 200 et. seq.

Further, any negotiated subcontract in excess of \$100,000 made by Contractor shall include a provision to the effect that the CO, the Contractor, the Director of the NSF, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to pertinent records for similar purposes.

(d) In the event that this clause is or may not be enforceable as a result of Contractor or any of its subcontractors being foreign entities not located within the United States, Contractor shall cooperate to effect the intent of this Contractor Agreement by permitting an auditing agency of the Government of any foreign nation having jurisdiction over Contractor or such subcontractor to exercise all rights provided the Director of the NSF and the Comptroller General of the United States under this Section 6.2.

6.3 EQUAL OPPORTUNITY

During the performance of this Contractor Agreement, Contractor agrees as follows:

- (a) Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.
- (b) Contractor shall take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.
- (c) Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by AURA that explain this clause.
- (d) Contractor shall, in all solicitations or advertisement for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other Contractor agreement or understanding, the notices to be provided by AURA advising the labor union or workers' representative of Contractor's commitments under this clause, and the union shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) Contractor shall comply with Executive Order 11246, as amended, by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Program, Equal Employment Opportunity, Department of Labor."
- (g) Contractor shall furnish to the National Science Foundation all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the date of the Contractor Agreement, unless filed within 12 months preceding the date of the Contractor Agreement.
- (h) Contractor shall permit access to its books, records and accounts by the NSF or the Office of Federal Contract Compliance Programs (OFCCP) for the purposes of investigation to ascertain Contractor's compliance with the applicable rules, regulations, and orders.
- (i) If the OFCCP determines that Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, the Contractor Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (j) Contractor shall include the terms and conditions of this Section 6.3 in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or Contractor.
- (k) Contractor shall take such action with respect to any subcontract or purchase order as the NSF may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of any direction, Contractor may request the United States to enter into the litigation process to protect the interests of the United States.
- (l) Notwithstanding any other clause in this Contractor Agreement, disputes related to this Section 6.3 will be governed by the procedures in 41 CFR 60-1.1.

6.4 CLEAN AIR AND WATER

- (a) This clause is applicable only to Work conducted within the United States. Contractor agrees as follows: (1) To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 USC 7414, Et. Seq.) and Section 308 of the Clean Water Act (33 USC 1318, as amended by P.L. 92-500), relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued there under before the award of this Contractor Agreement; (2) That no portion of the Work required by this Contractor Agreement will be performed in a facility listed on the Environmental Protection Agency list of violating facilities on the date when this Contractor Agreement was awarded, unless and until the EPA eliminates the name of such facility or facilities from such listing; (3) To use its best efforts to comply with Clean Air Standards and Clean Water Standards at the facilities in which the Contractor Agreement is being performed; and (4) To insert the substance of the provisions of this clause into any non-exempt subcontract, including this clause 13.3(a)(4).
- (b) The terms used in this Section 6.4 have the following meanings: (1) The term "Air Act" means the Clean Air Act, (42 USC 7401 Et. Seq.); (2) The term "Water Act" means Clean Water Act, (33 USC 1251 Et. Seq.); and (3) The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in Section 110(d) of the Air Act (42 USC 7410(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 USC 7411(c) or

(d), or an approved implementation procedure under Section 111 (d) of the Air Act (42 USC 7412(d)); (4) The term "Clean Water Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 USC 1842), or by a local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 USC 1317); (5) The term "compliance" means compliance with Clean Air Standards or Clean Water Standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency in accordance with the requirements of the Air Act or Water Act and related regulations; (6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by the Contractor or a subcontractor utilized in the performance of the Contractor Agreement or any subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except when the Administrator, or a designee, of the Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

6.5 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (Mar 1986)

If this Agreement involves (a) payment(s) to Contractor in excess of \$2,000.00, Contractor and its subcontractors shall comply and cause its subcontractor to comply with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-333) as supplemented by the Department of Labor Regulations (29 CFR part 5). This Contractor Agreement and any subcontract made by Contractor to the extent that it is of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) (the Act), is subject to the following terms and all other applicable provisions and exceptions of the Act and the regulations of the Secretary of Labor.

(a) Neither Contractor, nor any subcontractor contracting for any part of the Work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300), shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) In the event of any violation of the provisions set forth in paragraph 6.5 (a), Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractors shall be liable to AURA for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions set forth in paragraph 6.5 (a) in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph 6.5 (a).

(c) AURA may, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractors under the Contractor Agreement or any other Federal Contractor agreement with the Contractor, or any other Federally assisted Contractor Agreement subject to the Contract Work Hours and Safety Standards Act which is held by AURA, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or any subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph 6.5 (b).

(d) Contractor or its subcontractors shall maintain payrolls and basic payroll records during the course of the Work and shall preserve them for a period of three (3) years from the completion of the Contractor Agreement for all laborers and mechanics working on the Contractor Agreement. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act. The records to be maintained under this paragraph 6.4(d) shall be made available by Contractor or subcontractor for inspection, copying or transcription of authorized representatives of AURA and the Department of Labor. Contractor or its sub-subcontractors shall permit such representatives to interview employees during working hours on the job.

(e) Contractor and its subcontractors shall insert in any subcontracts the provisions set forth in paragraphs 6.5 (a) through 6.5 (d) and also a clause requiring the subcontractor to include these provisions in any lower tier subcontract. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs 6.5 (a) through 6.5 (d).

6.6 DEBARMENT

No part of the Work shall be subcontracted to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." By signing this Contractor Agreement or performing the Work the Contractor certifies that neither it nor any of its principle employees is on this debarred list. Contractor shall require a similar certification from all firms awarded subcontracts over \$25,000.

6.7 BYRD ANTI-LOBBYING AMENDMENT

By signing this Contractor Agreement, Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of AURA, any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract or any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier of subcontractors shall certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, Officer or employee of Congress or an employee or member of Congress in connection with obtaining any federal contract, grant or other award covered by 31 U.S. C. 1352. Such disclosures are forwarded from tier to tier up to AURA.

7. FLY AMERICA ACT

The following shall be applicable to Contractor and its subcontractors.

1. In accordance with the Fly America Act (49 USC 40118), any air transportation to, from, between, or within a country other than the U.S. of persons or property, the expense of which will be assisted by NSF funding, must be performed by or under a code-sharing arrangement with a U.S.-flag air carrier if service provided by such a carrier is available (see Comptroller General Decision B-240956, dated September 25, 1991). Tickets (or documentation for electronic tickets) must identify the U.S. flag air carrier's designator code and flight number.

2. For the purposes of this requirement, U.S.-flag air carrier service is considered available even though:

- (a) comparable or a different kind of service can be provided at less cost by a foreign-flag air carrier;
- (b) foreign-flag air carrier service is preferred by, or is more convenient for, NSF or traveler; or
- (c) service by a foreign-flag air carrier can be paid for in excess foreign currency.

3. The following rules apply unless their application would result in the first or last leg of travel from or to the U.S. being performed by a foreign-flag air carrier:

- (a) a U.S.-flag air carrier shall be used to destination or, in the absence of direct or through service, to the farthest interchange point on a usually traveled route.
- (b) if a U.S.-flag air carrier does not serve an origin or interchange point, a foreign-flag air carrier shall be used only to the nearest interchange point on a usually traveled route to connect with a U.S. flag air carrier.

d. Use of Foreign-Flag Air Carriers

There are certain circumstances under which use of a foreign-flag air carrier is permissible.

These circumstances are outlined below:

1. Airline "Open Skies" Agreements:

A foreign flag air carrier may be used if the transportation is provided under an air transportation agreement between the United States and a foreign government, which the Department of Transportation has determined meets the requirements of the Fly America Act. For information on "open skies" agreements in which the United States has entered, please refer to the General Services Administration's (GSA) website at <http://www.gsa.gov/portal/content/103191>.

Note on U.S./European Union Open Skies Agreement

In 2007, the U.S. entered into an "Open Skies" Agreement with the European Union ("EU"). This agreement was modified in June 2010. The current Agreement gives European Community airlines (airlines of Member States) the right to transport passengers and cargo on flights funded by the U.S. government, when the transportation is between: (1) any two points outside the United States; or (2) a point in the United States and any point outside the United States that the EU airline is authorized to serve under the "Open Skies" Agreement. As of 2011, two significant changes have been made to the U.S./EU Open Skies Agreement. First, EU airlines are now granted the right to transport civilian agency-funded passengers who are NOT eligible to travel on GSA Airline City Pair Contract fares (e.g., grantees) between a point in the United States and a point outside the United States even if there is a GSA Airline City Pair Contract fare in effect between the origin and destination points. An individual, however, who is traveling on a route for which there is a City Pair Contract fare in effect, and who is eligible for such a fare (e.g., Federal employee), will be required to fly on a U.S. carrier, absent another applicable exception. Second, under the amended Agreement, EU airlines are now authorized to transport passengers between points in the United States and points outside the EU if the EU airline is authorized to serve the route under the Agreement. This includes flights that originate, arrive, or stop in the EU. Prior to this change, EU airlines were limited to flying passengers between points in the U.S. and points in the EU.

2. *Involuntary Rerouting*: Travel on a foreign-flag carrier is permitted if a U.S.-flag air carrier involuntarily reroutes the traveler via a foreign-flag air carrier, notwithstanding the availability of alternative U.S.-flag air carrier service.

3. Travel To and From the U.S. on non-European Community Airlines

Use of a non-European Community foreign-flag air carrier is permissible if the airport abroad is:

- (a) the traveler's origin or destination airport, and use of U.S.-flag air carrier service would extend the time in a travel status by at least 24 hours more than travel by a foreign-flag air carrier; or
- (b) an interchange point, and use of U.S.-flag air carrier service would increase the number of aircraft changes the traveler must make outside of the U.S. by two or more, would require the traveler to wait four hours or more to make connections at

that point, or would extend the time in a travel status by at least six hours more than travel by a foreign-flag air carrier.

4. *Travel Between Points Outside the U.S. on non-European Community Airlines*

Use of a non- European Community foreign-flag air carrier is permissible if:

(a) travel by a foreign-flag air carrier would eliminate two or more aircraft changes en route;

(b) travel by a U.S.-flag air carrier would require a connecting time of four hours or more at an overseas interchange point;

Or

(c) the travel is not part of the trip to or from the U.S., and use of a U.S.-flag air carrier would extend the time in a travel status by at least six hours more than travel by a foreign-flag air carrier.

5. *Short Distance Travel.* For all short distance travel, regardless of origin and destination, use of a foreign-flag air carrier is permissible if the elapsed travel time on a scheduled flight from origin to destination airport by a foreign-flag air carrier is three hours or less and service by a U.S.-flag air carrier would double the travel time.

EXHIBIT C

CONTRACTOR'S QUOTATION

DATE: _____

TO: David Kittelson
Contracts Officer
Association of Universities for Research in Astronomy, Inc.
950 N. Cherry Avenue
P. O. Box 26732
Tucson, AZ 85726-6732
Email: dkittelson@aura-astronomy.org

1. By submitting this Quotation, the Undersigned accepts all of the terms and conditions of the Quotation Documents as defined in the attachments to the Request for Quote RFQN_____.
2. In compliance with AURA's Request for Quote RFQN_____, the Undersigned hereby proposes to furnish all labor, materials, equipment and supplies in accordance with the Scope of Work/Technical Specifications and the Fixed Price Agreement.
3. The Undersigned hereby specifies, in accordance with the RFQ that work shall be completed within _____working (days / months) after execution of the Fixed Price Agreement.
4. In accordance with the completion schedule in Paragraph 3 above and the Scope of Work/Technical Specifications, the Undersigned hereby proposes to accomplish the work described in Paragraph 3 above for the total of:

_____ DOLLARS (\$_____).
(This amount includes all applicable federal, state and city taxes.)

Legal Name of individual, firm or Corporation Bidding:

Complete Business Address:

(Signature of Authorized Officer/Agent authorized to bind firm)

(Printed Name and Title)

EXHIBIT D

BUSINESS REFERENCES:

List five customers for whom your business is currently providing the same or similar materials and/or services as those covered in the scope of work/technical specifications described in the RFQ. Include all information requested below.

NAME OF BUSINESS	NAME OF CONTACT AND E-MAIL ADDRESS	ADDRESS	PHONE	FAX

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

EXHIBIT E

CERTIFICATIONS AND REPRESENTATIONS

REPRESENTATIONS AND CERTIFICATIONS

The Contractor by checking the appropriate boxes and signing in the appropriate places below makes the following Representations and Certifications

A. Small Business/Small Disadvantaged Business Contracting Program

AURA maintains a "Small Business" and a "Small Disadvantaged Business" Contracting Program. Please check the appropriate circles 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 division of another domestic or foreign concern.

Business Classification (check as many as are applicable)

Minority 51% of business is owned by one or more socially and economically-disadvantaged individuals and whose management and daily business operations are controlled by one or 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 disadvantages pursuant to Section 8(a) of the Small Business Act.

Native Americans include American Indians, Eskimos, Aleuts, and Native Hawaiians. Asian-Pacific Americans include United States 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 limited liability companies, partnerships, limited partnerships, limited liability partnerships, independent contractors, and the like.

B. Indicate your:

D-U-N-S No. _____
and

Federal Emp. ID No. _____
and

Central Contractor Registration (CCR) (Yes or No) _____
or (if applicable)

Social Security No. _____ - _____ - _____

C. DEBARMENT/SUSPENSION STATUS

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

(a) are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from a covered transaction by any Federal department or agency;

(b) have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in paragraph b of this certification; and

(d) have not within a three year period preceding this proposal for bid had one or more public transactions (Federal, state or local) terminated for cause or default.

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

CERTIFICATION

The Contractor hereby certifies that 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.

NAME OF CONTRACTOR: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

DATE SIGNED: _____

NAME AND TITLE OF SIGNER (PRINT OR TYPE): _____

ADDRESS: _____

D. BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION (31 U.S.C. §1352) (To be signed with each bid or offer exceeding \$100,000.00)

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions to the [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note Language in paragraph (2) herein has been modified in accordance with Section 10 of the lobbying disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S. C. 1601 *et seq.*)].

(3) Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all subrecipients shall certify and disclose accordingly.

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

CERTIFICATION

Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, contractor understands and agrees that the provisions of 31 U.S.C. A 3801 *et seq.*, apply to this certification and disclosure, if any.

NAME OF CONTRACTOR ENTITY: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

DATE SIGNED: _____

NAME AND TITLE OF SIGNER (PRINT OR TYPE): _____

E. QUALIFICATION 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 bids, 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 (\$_____)

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.

SIGNATURE OF OFFICER: _____

DATE SIGNED: _____

NAME AND TITLE OF SIGNER (PRINT OR TYPE): _____

ADDRESS: _____

F. QUALIFICATION OF LIMITED LIABILITY COMPANY SIGNATURE
(To be completed if Contractor is a limited liability company.)

_____, organized in
(name of limited liability company)

the 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 bids, 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 (\$_____)

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 foregoing 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.

SIGNATURE OF MEMBER/MANAGER/OFFICER: _____

DATE SIGNED: _____

NAME AND TITLE OF SIGNER (PRINT OR TYPE): _____

ADDRESS: _____

G. QUALIFICATION OF UNIVERSITY SIGNATURE
(To be completed if Contractor is a university.)

_____, organized in
the _____
(Name of University)

State of _____.

RESOLVED THAT:

_____, _____
(Name) (Title)

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

_____ DOLLARS (\$_____)

CERTIFICATION

I hereby certify that I am the duly elected and qualified/appointed _____
_____, of the above named University, that the forgoing is a true and correct statement of a resolution adopted at a meeting of _____, 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 University.

SIGNATURE OF UNIVERSITY OFFICIAL: _____

DATE SIGNED: _____

NAME AND TITLE OF SIGNER (PRINT OR TYPE): _____

ADDRESS: _____

H. 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.

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.

Name of Contractor Entity

Signature of Authorized Officer/Member/Representative

Printed Name and Title

Date: _____

I. DECLARATION

42. 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.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME

DATE

03/30/2020

Attachment A

Scope of Work

Background

The Vera C Rubin Observatory is an 8-meter telescope being built in Chile and operated out of the Tucson, Arizona headquarters. The Education and Public Outreach team (EPO) is a small, interdisciplinary group of astronomers, writers, educators, developers, and designers dedicated to engaging a broad audience with data-rich web apps that explore astronomy concepts through interactive, interesting, and engaging activities.

EPO is seeking a company to create a website that features news about LSST discoveries, profiles of scientists and their work, opportunities for non-specialists to explore Vera C Rubin Observatory science data, and integration of existing EPO products and services. This website will be a CMS driven site incorporating most of the content currently found at lsst.org, as well as new pages and content, summarized in [this sitemap](#). EPO will deliver designs and style-guides ahead of principal development.

Services and Deliverables

The main elements of the scope of work are:

- Full stack development of new CMS driven site:
 - Database management hosted on our DigitalOcean servers
 - Adoption of fully-featured CMS widely supported by US developers
 - Key CMS features:
 - Scheduling content releases
 - Frontend & Backend User management
 - Easily handle static pages and blog-style channels of content
 - Categories, tags, and other custom taxonomies
 - Support for search (natively or with plugin)
 - Media Galleries (natively or integration of DAM)
 - Multi-site (for internationalization)
 - Customized page templates for ~20 page types (some unique; some with content components reusable across pages)
 - Render with substantial consistency across the latest (non-beta) desktop and mobile versions of major browsers at the time of launch
 - Responsive to common mobile, tablet, and desktop breakpoints
- Integration with other EPO web products and services
 - React components (e.g. data visualizations, interactive science widgets, etc.)

- CraftCMS-driven educational resources portal (page redirects; communication with headless GraphQL API)
- Digital Assets Manager (service TBD)
- Cloud-based Big Data platform (e.g. Google cloud, AWS, etc.)
- Google Analytics integration
- Social Media Sharing integration (e.g. [ShareThis](#))
- Provide EPO documentation and training to facilitate continued in-house development, service integrations, and general maintenance

Experience

- Demonstrated professional experience in full-stack development of CMS driven sites
- Working with big data
- Optimizing media/data rich sites for speed and mobile-responsiveness
- Building mobile-friendly and cross-browser compatible sites
- Building sites that meet WCAG 2.0 and other Web Accessibility best practices
- Using Github, Continuous Integration, and Continuous Deployment
- Working with React and GraphQL, and Craft CMS (strongly preferred but not required)
- Utilizing frontend js/assets bundler (e.g. Webpack)

Qualifications

- Case studies of projects you've delivered of comparable scope
- Work independently, follow accurately pre-defined guidelines, meet deadlines, and communicate effectively between teams
- Collaborate closely with EPO developers and designers
- Regular and consistent progress updates over the course of development
- Use ticketing system for project management

Location: Remotely