



**Gemini Instrument Feasibility Studies  
RFP No. 0506720**

**Fixed-Price Contract: Main Document (Document GIFS-03.1)**

Association of Universities for Research in Astronomy, Inc. (AURA)  
Operating the  
Gemini Observatory  
Hilo, Hawaii and Cerro Pachón, Chile



Date: \_\_\_\_\_

THIS CONTRACT is entered into as of the date given above between the ASSOCIATION OF UNIVERSITIES FOR RESEARCH IN ASTRONOMY, INC., an Arizona non-profit corporation, acting as operator of the Gemini Observatory ("AURA" or "Gemini") and \_\_\_\_\_, hereinafter referred to as "Contractor."

## R E C I T A L S

WHEREAS, the Gemini Observatory is an international astronomical facility involving agencies of the governments of Argentina, Australia, Brazil, Canada, and the United States of America;

WHEREAS, the National Science Foundation of the United States of America ("NSF") acts as Executive Agency for the Gemini Observatory, and under Cooperative Agreement AST0084699 (and any successor agreement) between AURA and the NSF, AURA is operating the two (2) astronomical observatories and related facilities that make up the Gemini Observatory;

WHEREAS, Contractor has submitted a proposal in response to RFP No. 0506720;

WHEREAS, Gemini wishes to enter into a contract with Contractor to provide the services described in the proposal; and

NOW, THEREFORE, in consideration of the Recitals set forth above, the terms, covenants, and conditions contained in this Contract, and other good and valuable consideration, Gemini and Contractor hereby agree as follows:

**1. Definitions.** In this Contract, the following capitalized (shown here also in boldface) terms shall have the following meanings:

**AURA.** This term refers to the Association of Universities for Research in Astronomy, Inc., an Arizona non-profit corporation.

**AURA Contract Officer.** The initial AURA Contract Officer, who is responsible for all administrative and legal issues related to this contract (see Terms and Conditions) is:

Catherine Blough  
AURA  
1715 E. 2nd Street,  
Tucson, Az 85719

Email: cblough@aura-astronomy.org  
Telephone: 520-318-8222  
Fax: 520-318-8456

**Gemini Instrument Feasibility Study Deliverables.** This term is defined in section 6 of the Statement of Work (Document GIFS-3.2).

**Contract.** This Contract is made up of the following documents, which are hereby incorporated in this document by reference:

- (1) Main Document (This document; Document GIFS-03.1)
- (2) Statement of Work (Exhibit A, attached; Document GIFS-03.2)
- (3) Terms and Conditions (Exhibit B, attached; Document GIFS-03.3)

The provisions of these documents shall be construed in a manner consistent with each other, and wherever possible, as provisions in addition to those set forth in the other portions of this Contract, rather than as substitute or conflicting provisions. In the event of an irreconcilable conflict between the provisions of any of the documents that make up this Contract, the terms of a document which appears higher on the numbered list immediately above shall control over the terms of a document which is lower on this list.

**Contract Price.** The "Contract Price" is the total amount payable by Gemini to Contractor in exchange for completion of all of the Work under this Contract, as provided in section 3, below.

**Contractor Administrative Representative.** This term refers to the person authorized by Contractor to handle administrative and financial matters related to this contract and to sign contracts and contract modifications for Contractor. The initial Contractor Administrative Representative shall be:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

**Study Manager.** This term refers to the person who will manage the Work for Contractor and who will serve as Contractor's single point of contact for all technical and management matters related to the Work. The person serving as Study Manager may not be changed without the prior written consent of the Technical Representative. The initial Study Manager shall be:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

**Gemini.** This term refers to the Association of Universities for Research in Astronomy, Inc. acting as operator of the Gemini Observatory.

**Gemini Instrument Feasibility Study Proposal.** This term refers to the final version of the proposal submitted by Contractor to AURA in response to AURA Request for Proposal No. 0506720, including any supplements. The final version of the proposal is incorporated in this Contract by reference so that the Contractor shall be obligated to perform any tasks, and comply with any requirements, described in the proposal that are not described in the other documents of this Contract. The proposal shall not, however, ever be interpreted as reducing or eliminating any task, requirement, term, or condition provided in any other documents of this Contract.

**Schedule.** This term refers to the schedule given in Section 5, below.

**Start Date.** The term "Start Date" refers to the date that the Contractor receives a copy of this Contract that has been signed by both Gemini and the Contractor.

**Technical Representative.** The initial Technical Representative, who is responsible for all technical issues and monitoring the performance of the Services (see the TECHNICAL DIRECTION provision in the Terms and Conditions), is:

\_\_\_\_\_  
Gemini Observatory  
670 N. A'ohoku Place  
Hilo HI 96720

Email: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**Statement of Work.** This term refers to Exhibit A to this Contract (Document GIFS-03.2).

**Terms and Conditions.** This term refers to the contract provisions contained in Exhibit B to this Contract (Document GIFS-3.3).

**Work.** The term "Work" is defined in Section 2 of the Statement of Work.

**2. Scope of work.** Contractor shall provide all materials, equipment, services and labor required to provide and complete all of the Work, as defined and provided in the Statement of Work.

**3. Contract Price.** (a) In exchange for completion of all of the Work, Gemini will pay Contractor the firm fixed price of USD \_\_\_\_\_ (The "Contract Price"), payable as provided below in section 4.

(b) Contractor personnel will be directly reimbursed by Gemini for certain travel. Gemini will pay for travel expenses for a limited number of Contractor personnel to attend the 2015 Gemini Meeting and the Feasibility Study Review as described in the Statement of Work. To insure compliance with regulations governing travel expenses imposed by the National Science Foundation (such as the Fly America Act), Contractor personnel shall only make travel arrangements using the Gemini travel office

and Gemini will reimburse Contractor personnel directly for their actual travel costs, or provide travel items, in accordance with the same policies and procedures used to reimburse Gemini staff for travel expenses. In no case will Gemini reimburse Contractor for travel expenses of its personnel; reimbursement will only be made directly to individuals and only for travel arranged through the Gemini travel office. It is expected that the major travel expenses (airfare, hotel & rental car) will be paid by Gemini directly to the vendor, and Contractor personnel will only need to be reimbursed for expenses such as meals and parking. Information on the Gemini travel expense reimbursement policies is available on request.

**4. Invoicing and payments to the Contractor.** (a) The Contractor shall be entitled to invoice Gemini for the Contract Price upon successful completion of all of the Work. The invoice shall contain: (1) the number of this Contract; (2) a statement that all of the Work has been completed; and (3) the amount due. Gemini shall pay such invoices within 30 days after the date the invoice is received or the milestone is actually completed, whichever is later. (b) Invoices shall be submitted by email to the Contracts Officer.

**5. Schedule.** Contractor shall commence performing the Work promptly upon, but not before, the date that it receives a fully executed original of this Contract (the "Start Date") and shall complete the following tasks by the dates given below:

<b>Contract Events</b>	<b>Date / Deadline</b>
Start Feasibility Studies + Kickoff Meeting	week beginning 9 <sup>th</sup> February 2015
Midpoint Site Visit	week beginning 11 <sup>th</sup> May 2015
Feasibility Study Progress Presentation at the 2015 Gemini Meeting	15 <sup>th</sup> - 18 <sup>th</sup> June 2015
Submit Initial Feasibility Study Report	13 <sup>th</sup> July 2015
Feasibility Study Review	10 <sup>th</sup> - 12 <sup>th</sup> August 2015
Submit Final Feasibility Study Report	12 <sup>th</sup> September 2015

IN WITNESS WHEREOF, this Contract is executed by the parties hereto as of the date first written above.

ASSOCIATION OF UNIVERSITIES FOR  
RESEARCH IN ASTRONOMY, INC.

By: \_\_\_\_\_

[Contractor]

By: \_\_\_\_\_