



**FIXED PRICE
RESEARCH & DEVELOPMENT CONTRACT**

Contract No. SPECIMEN dated 09-01-02

BETWEEN

**CALIFORNIA INSTITUTE OF TECHNOLOGY
JET PROPULSION LABORATORY
(The "Institute" or "JPL")
4800 OAK GROVE DRIVE
PASADENA, CALIFORNIA 91109-8099**

AND

TBD

**THIS CONTRACT FOR
COMPOSITE STRUCTURES ENGINEERING
IS A
SUBCONTRACT UNDER JPL's NASA PRIME CONTRACT
TASK ORDER NO. Indirect**

A DO - C9 Rating is assigned to this Contract under DMS Regulation 1

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The following documents are incorporated into and made a material part of this contract.

GENERAL PROVISIONS: Fixed-Price Research and Development Contract R 8/01, with Included Exhibits.

JPL 1737, "Release of Information" R 9/99

JPL 2385, "Notification to Prospective Contractors of JPL's Ethics Policies and Anti-Kickback Hotline" R 7/91

JPL 2892, "Certifications" R 8/01

JPL 2895, "Asbestos Notification" R 9/98

ADDITIONAL GENERAL PROVISIONS (AGPs)

Ceiling Price: Limitation of Institute's Obligation R 4/99

Drug and Alcohol Free Workforce R 4/99

Flight Systems Or Subsystems – Overtime

Patent Rights - Retention By The Contractor (Short Form) R 4/99

Prime Contract Expiration – Fixed Price 7/02

Progress Payments - Small Business R 4/99

Safety And Health R 4/00

PREAMBLE

This Contract, entered into on _____ by and between the CALIFORNIA INSTITUTE OF TECHNOLOGY (hereinafter called the "Institute" or "JPL"), a corporation organized and existing under the laws of the State of California, and {Type Name of Contractor Here} (hereinafter called the "Contractor"), a corporation organized and existing under the laws of the State of {Type State of Incorporation here} and constituting a subcontract under prime contract with NASA;

WITNESSETH THAT:

The Contractor agrees to furnish and deliver the supplies and perform the services set forth in this Contract for the consideration stated herein.

Schedule

ARTICLE 1. STATEMENT OF WORK AND DELIVERY INSTRUCTIONS

On or Before

- 1.0 The Contractor shall make available, on an as-needed basis, the Engineering, Manufacturing, Quality Assurance and support personnel; laboratory, test, prototype/model shop, fabrication, and office facilities; and administrative capability to perform and provide, when authorized by issuance of individual Contract Work Orders (CWOs), build-to-print and/or design and build capability for composite structures for spacecraft and instrument assemblies, in the areas outlined below:
 - 1.1 Design and Analysis
 - 1.1.1 Detailed Design
 - 1.1.2 Mechanical Alignment
 - 1.1.3 Structural Analysis
 - 1.1.4 Thermal Analysis
 - 1.1.5 Design Review and Documentation Support
 - 1.2 Manufacturing and Test
 - 1.2.1 Prototype Fabrication
 - 1.2.2 Flight Hardware Fabrication
 - 1.2.3 Test Plans and Procedures
 - 1.2.4 Design Verification Testing
- 2.0 The Contractor shall:
 - 2.1 Assign an individual who is responsible for the administration and supervision of all CWOs issued to the Contractor. Said individual shall be knowledgeable of all CWO tasks, keep the JPL Contract Technical Manager (CTM) apprised of any technical and administrative problems, and be empowered to resolve such problems on behalf of the contractor.
 - 2.2 Agree to negotiate, accept and perform CWOs, in accordance with the procedure described in Exhibit II, "Contract Work Order Procedure."
 - 2.3 Provide a monthly progress report for all active CWOs. The report shall include the following:
 - 2.3.1 Status of all work orders in process.
 - 2.3.2 Major milestones and completion dates on each CWO.

2.3.3 Total amount billed and total amount remaining on each CWO.

2.3.4 The schedule and progress to schedule completion on each CWO.

3.0 JPL will:

3.1 At JPL's sole discretion, and within the limits of the contract estimating ceiling value, issue CWOs to acquire the needed support.

3.2 Designate a Contract Technical Manager (CTM) who shall issue and be cognizant of all CWOs under this contract.

3.3 When required by an individual CWO, designate a Technical Representative, provide equipment, materials, supplies, documentation, Standards, approvals, and/or forms determined by the JPL Technical Representative to be necessary for the performance of work.

4.0 The following Exhibits are incorporated into and made a part of this Contract:

4.1 Exhibit I: Contract Work Order (CWO), JPL Form 1567, dated September 1, 2002.

4.2 Exhibit II: Contract Work Order (CWO) Procedure, dated September 1, 2002.

5.0 Delivery Instructions

5.1 Except as otherwise provided in this Contract, the point of inspection, acceptance and delivery of all supplies deliverable under this Contract shall be the Jet Propulsion Laboratory, 4800 Oak Grove Drive, Pasadena, California 91109. All such supplies shall be packaged, packed, boxed, or crated in such a manner to ensure safe delivery and shall be shipped prepaid and at the Contractor's expense to the point of delivery.

5.2 Time is of the essence in the performance of this Contract

5.3 The Contractor shall provide the Contracting Officer (CO) the annual and final reports of subject inventions described in the Article entitled "Patent Rights - Retention by the Contractor (Short Form)." Copies of transmittal letters shall be sent to the JPL Intellectual Property Office (IPO) and to the cognizant JPL negotiator.

ARTICLE 2. PRICE AND PAYMENT

- 1.0 The total fixed-price of this Contract is the sum of the fixed prices negotiated for the, CWOs issued under this Contract, not to exceed a ceiling price of \$10,000,000.00 during the, Contract's term.
- 2.0 A fixed price will be negotiated in advance for each CWO task and payment will only be made for deliverable items completed by the Contractor and accepted by JPL in accordance with each CWO.
- 3.0 The term of the Contract shall be from xx/xx/xx through xx/xx/xx or the date of cancellation of the effort under any Contract Work Order then outstanding, whichever is later, provided, however, that any Contract Work Order issued shall be completed no later than three months after the Contract end date. In no event shall JPL issue any Contract Work Order nor should the Contractor perform work on any Contract Work Order issued after the Contract end date.
- 4.0 Progress payments will be allowed according to the terms set forth in the Additional General Provision entitled "Progress Payments - Small Business."
- 5.0 Invoices. Invoices shall be submitted, in triplicate, to JPL Supplier Payment Section, M/S 601-208, 4800 Oak Grove Drive, Pasadena, California 91109.

The Contractor shall attach to each invoice, submitted in accordance with the General Provision of this Contract entitled "Payments and Discounts," a fully completed "Contractor's Request for Progress Payment," Standard Form 1443, or equivalent.

ARTICLE 3. SPECIAL PROVISION

To facilitate the prompt payment of costs incurred by the Contractor in the performance of work associated with the CWOs issued against this Contract, each invoice shall be submitted cross-referencing individual authorizing account codes to CWO-specific costs incurred. The account codes and allocation guidelines will be provided on the CWOs. In addition, the final invoice on each CWO shall be marked "FINAL".

