



## TIME-AND-MATERIAL CONTRACT

Contract No. **SPECIMEN CONTRACT**

Dated March 24, 2003

**BETWEEN**

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

**AND**

**To Be Determined (TBD)**

THIS CONTRACT FOR

**SYSTEMS FURNITURE INSTALLATION AND AMENITIES**

IS A

SUBCONTRACT UNDER JPL's NASA PRIME CONTRACT

TASK ORDER. NO. HOLDING

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: Labor-Hour/Time-and-Material Contract R 8/01, with Included Exhibits.

ADDITIONAL GENERAL PROVISIONS (AGPs)

Continuity of Services, 4/99

Liability for Government Property Furnished for Repair or Other Services, R 4/99

Prime Contract Expiration – Fixed Price 3/03

Safety and Health, 4/00

Security Requirements for Unclassified Automated Information Resources and Access to JPL’s Facilities, Materials, and JPL Web Space Domain, R12/01

Service Contract Act of 1965, as Amended- Long Form, R 4/99

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 \_\_\_\_\_ (hereinafter called the "Contractor"), a corporation organized and existing under the laws of the State of \_\_\_\_\_ and constituting a subcontract under Prime Contract NAS7-1407 between the Institute and the Government;

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

- 1.0 The Contractor shall provide supervision, labor, and equipment to perform modular systems furniture installation services and amenities for JPL Facilities, Pasadena California on an “as required” basis. The specific work and services shall include, but are not necessarily limited to the following:
  - 1.1 Perform new work, maintenance, modifications, rearrangement and other installation tasks of Knoll Systems Furniture as directed by JPL-issued Service and Contract Work Orders (CWOs) with Contractor’s own Knoll Certified installation personnel.
  - 1.2 Provide a Program or Project Manager to oversee all warehousing, supervision, and work performed for JPL. The Program or Project Manager must possess the signature authority to sign Service Orders and Contract Work Orders for the company and assume accountability for all actions performed by Contractor personnel while on JPL property.
  - 1.3 Provide all equipment in good working condition and in accordance with all CAL/OSHA Safety Requirements. This includes all tools and equipment required to perform the effort in a neat and workmanlike manner.
  - 1.4 Notify JPL of any change of equipment, responsible personnel, or other conditions from those previously reported. Such changes shall be reported in writing within thirty (30) calendar days of the time they are first recognized as occurring or about to occur.
  - 1.5 Provide warehouse for mobilization and storage of modular systems furniture.
  - 1.6 Provide JPL with a warehousing and logistics solution that will make the operation more efficient and cost effective.
  - 1.7 Maintain inventory and provide JPL with an inventory tracking system for systems furniture. Inventory shall be updated on daily basis and accessible to JPL.
  - 1.8 Install, place or hang all types of systems furniture components in accordance with manufacturer’s specification or instructions.
  - 1.9 Assemble, move and replace freestanding furniture as required and directed by JPL.
  - 1.10 Install mounting boards, slotted wall standards, starter channel and furring strips on hard walls for attachment of systems furniture components.
  - 1.11 Maintain and keep all work areas clean.
  - 1.12 Provide marked-up or red line drawings as requested by JPL.
  - 1.13 Provide these services on weekdays from 6:00 a.m. to 5:00 p.m. as

well as after normal working hours.

- 1.14 Any work performed found not to be in accordance with JPL provided specifications, drawings, codes, regulations or field directions shall be corrected at no additional cost to JPL.
  - 1.15 Upon award of contract, provide Relocation Services of designated free-standing furniture and modular systems furniture from Cheli Warehouse, Bell, CA to new warehouse by supplied by the successful Contractor.
- 2.0 All work to be performed under this Contract shall be directed to the Contractor by use of Service Orders or Contract Work Orders (CWOs), in accordance with Exhibit No. 1, entitled, SERVICE ORDER, dated April 22, 2003, and Exhibit No. 2 "CONTRACT WORK ORDER PROCEDURE (T&M CONTRACT)", dated February 14, 2003, which is attached to and made a material part of this contract.
- 2.1 Service Orders or Contract Work Orders (CWOs) shall be issued for all work performed in accordance with the following Thresholds:
    - 2.1.1 Service Order: Work performed, less than or equal to \$2,500.00.
    - 2.1.2 Contract Work Order: Work performed, greater than \$2,500.00.
- 3.0 JPL will furnish:
- 3.1 Knoll Systems Modular Furniture to the Contractor.
  - 3.2 On-Site office (cubicle) for Program or Project Manager.
  - 3.3 Work area (29' x 19') for refurbishment and modification of Knoll Systems Modular Furniture.

ARTICLE 2. DELIVERY OR PERFORMANCE SCHEDULE

- 1.0 Except as otherwise provided in this contract, the point of 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, and crated in such a manner as to ensure safe delivery and shall be shipped prepaid and at the Contractor's expense to the point of delivery.
- 2.0 Time is of the essence in the performance of this Contract.
- 3.0 The Contractor shall furnish and deliver the supplies and perform the services required by the STATEMENT OF WORK, in accordance with the following schedule:
  - 3.1 The term of this Contract shall commence as of the execution date of this contract and shall continue in effect for two (2) years or until the date of completion or cancellation of the effort under any CWO then outstanding, whichever is later. However, in no event shall JPL issue any CWO nor shall the Contractor perform work on any CWO issued after two years from the execution date of this Contract.
  - 3.2 Work on each Service Order or CWO shall be completed by the completion date specified in the Service Order or CWO.
  - 3.3 The Contractor shall provide the name of the Program or Project Manager as specified in 1.2 (ARTICLE I), within ten (10) days of execution date of this Contract.
  - 3.4 The Contractor shall provide daily reports for inventory maintained and shall provide an inventory tracking system as specified in 1.7 (ARTICLE I).

ARTICLE 3. CEILING PRICE, RATES AND REIMBURSEMENT

1.0 The ceiling price is **\$ 4,000,000.00**

2.0 Precontract Costs

There shall be no allowance for work performed or costs incurred prior to the execution date of this contract. If this Definitive contract has been preceded by a Letter contract, the phrase, "date of this contract" as used in this contract shall mean the effective date of the Letter contract.

3.0 Rates and Reimbursable Costs

3.1 Subject to the provisions of the Additional General Provision (AGP) of this contract entitled "SERVICE CONTRACT ACT OF 1965, AS AMENDED (LONG FORM)", the Contractor shall pay workers in accordance with Attachment No. 2, entitled "U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARD ADMINISTRATION WAGE AND HOUR DIVISION, WASHINGTON D.C. 20210, REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT", Wage Determination No.: 1994-2047, Revision No.: 22, Date: 09/10/2002, which is attached to and made a material part of this contract.

3.2 Subject to the provisions of the General Provisions of this contract entitled "TIMEKEEPING AND PAYMENTS", the Contractor shall be paid by the Institute for each hour of work directly performed by hourly personnel for JPL and for Project Management, Transportation, and Warehouse Rental as required by JPL, at the rate or rates listed in paragraphs 3.4.1, 3.4.2, and 3.4.3. Except as otherwise specifically provided for in this contract, the rates listed below include any and all direct cost, burden, overhead, general and administrative expense, material handling cost and profit chargeable by the Contractor to the Institute under this contract. The direct labor costs for hourly personnel payable under each Service Order or CWO shall be based on actual hours expended at hourly rates specified in the Contract and as verified by JPL.

3.3 Union labor rates may be adjusted upward or downward within ninety (90) days after the effective date of this Contract if resulting from a rate change in the Master Labor Agreement between any workers' union effecting the Contractor's costs as follows:

3.3.1 Union rates - Adjustments must be caused by change in Union wage rates or fringe benefits. If a rate change in the Master Labor Agreement between any Workers' union and the Contractor effects a change in the Contractor's costs from those reflected in the rates set forth in paragraph 3.4.1 of ARTICLE 3, then the rates shall be revised to incorporate the change in costs to the Contractor resulting from the new Union rates and fringe benefits.

3.3.2 The Contractor shall submit the verifying data for the allowable rate adjustments, whether it be an increase or decrease, as soon as available but no later than thirty (30) days after the Contractor's receipt of written notice of the union rate revision. A Contract modification may be issued by JPL with rates retroactive to a mutually agreed upon date after the execution date of the original Contract.

3.4 From start date of Contract through completion:

3.4.1 (1) Project Management – Annual Salary

<u>Labor Classification</u>	<u>SALARY/YR</u>
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Project/Program Manager	\$
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(2) Labor – Hourly Rate

<u>Labor Classification</u>	<u>ST</u>	<u>OT (1-1/2)</u>	<u>DT (2X)</u>
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Installer I	\$	\$	\$
Installer II	\$	\$	\$
Warehouseperson	\$	\$	\$
Mover I	\$	\$	\$
Mover II	\$	\$	\$
Mover III	\$	\$	\$

3.4.2 Warehouse Rental

(1) Rate per Cubic Foot per Month \$ \_\_\_\_\_

(2) Location (address) of warehouse facility: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

3.4.3 Transportation/Delivery

<u>Per Round Trip</u>	<u>Normal</u>	<u>After Hours</u>
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Driver I	\$	\$
Driver II	\$	\$
Driver III	\$	\$

4.0 Overtime - Shift Hours – Holidays

4.1 No overtime shall be utilized on the work under this Contract unless such overtime has been approved in the applicable Service Order or CWO. Regular time hours are: 8 hours per day, 40 hours per week during normal day shifts of Monday thru Friday.

4.2 All overtime hours shall be in accordance with California State Laws.

4.3 Holidays are:

(List Holidays)

5.0 Material

In accordance with the General Provision entitled "TIMEKEEPING AND PAYMENTS", any materials associated with the hourly labor required to be furnished by the Contractor shall be billed to JPL at net cost to the Contractor and shall not include any profit or fee.

6.0 Equipment

6.1 In accordance with the General Provisions entitled, "TIMEKEEPING AND PAYMENTS", the Contractor shall provide all equipment as specified in Article I. All costs applicable to the equipment owned by the Contractor shall be considered as indirect costs and reflected within the Contractor's overhead. Any special equipment not provided herein that may be required in the performance of a Service Order or CWO hereunder shall be billed to JPL at net rental cost to the Contractor and shall not include any profit or fee.

6.2 The need for any special equipment not provided herein that may be required in the performance of a Service Order or CWO shall first be discussed with the JPL Project Resident Inspector at the time the particular Service Order or CWO is scheduled and shall receive the Inspector's written approval prior to its rental.

7.0 Subcontracting

As provided in the General Provisions entitled, "TIMEKEEPING AND PAYMENTS", all work performed by a subcontractor, if any, shall be paid at cost and shall not derive any profit or fee. All work performed by the subcontractors under the contract shall be at rates not to exceed the rates specified by the contract.

8.0 Records

The Contractor shall maintain detailed, complete and accurate accounting records that show total cost applicable to each individual Service Order or CWO. All hours of labor shall be supported by individual daily job time sheets signed by the individual performing services; in all cases there shall be evidence of actual payment. Paid invoices or storeroom requisitions shall support all material charges. The Contractor shall further maintain such records delineated in such reasonable detail as may be required by Jet Propulsion Laboratory in regard to all costs pursuant to this Contract and as mutually agreed upon between JPL and the Contractor.

9.0 Billing Requirements:

9.1 The following procedures provide the billing requirements for JPL contractors. The remaining text shall refer to the contractor as the Contracting Company. All bills submitted to JPL for the reimbursement of costs incurred for authorized work must conform to these requirements.

9.2 The Contracting Company must have an adequate billing system to capture the actual costs at the authorized project/task, Service Order, and Contract Work Order (CWO) level. The Contracting Company is responsible to track costs and to ensure they do not exceed the authorized allotted amount for the Service Order and CWO.

9.3 The Contracting Company will electronically submit all invoices to JPL through Contract Labor Electronic Invoicing application (CLEI) **twice a month**. Sunday will be the transaction week ending date. Detailed costs for all invoices submitted through CLEI must be based upon JPL project/task numbers and the corresponding Service Order or CWO. When work is completed on an individual Service Order or CWO, the invoice corresponding to the completed Service Order or CWO must be marked "Final Invoice".

- 9.4 The first invoice for a given fiscal month will support the costs incurred for the first two weeks of the fiscal month. The second invoice for a given fiscal month will support the costs incurred for the last two weeks of the fiscal month when the fiscal month is four (4) weeks in duration. Should the fiscal month consist of five (5) weeks, the second invoice will consist of the costs incurred for the last three weeks of the fiscal month.
- 9.5 As assurance that a responsible official within the contracting organization has reviewed the invoices, the CLEI billing submission requires a certification that conforms with the following template on each invoice:
- 9.5.1 **“By the submission of this invoice, XXXXXXXX, I represent that to the best of my knowledge and belief, the information provided is true and correct, and that the charges or costs contained therein are appropriate for the Supplier accounting period ending Month, Date and Year, and in accordance with Contract No. 1234567 with JPL and other documents issued there under.” See attached file: clei XXXXXXXXXXXX. This certification should be e-mailed to the JPL Supplier Payment Analyst at the same time of the CLEI submission.**
- 9.6 When CLEI is unable to process an invoice entry, the program generates an *exception*. The Contracting Company shall be responsible to correct all *exceptions* posted by the electronic system.
- 9.7 A summary and detail reconciliation report will be submitted to the JPL Supplier Payment Analyst for each CLEI *exception*. The report will include the PAID amount, the *exception* amount rejected by CLEI and the resubmission of the corrected *exception*. The sum total of the accepted invoice lines and those marked as rejected must equal to monthly-billed costs on the paper invoice. The suggested format is provided in Exhibit No. 4
- 9.8 Each invoice should include separate columns for current costs and cumulative costs at both the contract and the CWO summary level.
- 10.0 Other Direct Costs
- The costs of any licenses or permits furnished by the Contractor pursuant to the General Provisions of this Contract, exclusive of any overhead charges or profit, are NOT allowable as a direct charge to this Contract and are not billable on the next, or any subsequent, periodic invoice submitted after the licenses or permits have been furnished to JPL.
- 11.0 Service and Contract Work Order- Limitation of Obligation
- 11.1 In addition to the provisions of paragraphs (e) and (f) of the General Provision entitled, “TIMEKEEPING AND PAYMENTS,” the following provisions shall apply to each Service Order or CWO issued under this Contract:
- 11.2 The Institute shall not be obligated to pay the Contractor any amount in excess of the Estimated Expenditure set forth on each Service Order or CWO and the Contractor shall not be obligated to continue performance of the work described in such Service Order or CWO or to otherwise incur costs in excess of such Estimated Expenditure, unless and until JPL shall have issued a written Service Order or CWO Supplement increasing such Estimated Expenditure.
- 11.3 If at any time the Contractor has reason to believe that the costs for performance of work described in a Service Order or CWO will exceed the Estimated Expenditure of such Service Order or CWO, it shall immediately notify the cognizant JPL Contract Negotiator to that effect, giving its revised estimate of the total cost to perform the work. Such notification may first be given verbally, but shall be confirmed in writing if JPL requests written confirmation thereof.

ARTICLE 4. OPTION PROVISION

- 1.0 JPL shall have the option to extend the term of this contract for up to three (3) additional one-year periods. JPL will give preliminary written notice of the intent to exercise an option at least ninety (90) calendar days before this contract is to expire (such written notice will not be deemed to commit JPL to exercise the option). The Contractor agrees to submit a written proposal to JPL within fourteen (14) calendar days after receipt of JPL's preliminary written notice, unless JPL grants an extension of time for submission.
- 2.0 JPL's exercising of the option shall be accomplished by issuance of a modification to the Contract prior to the then existing expiration date as set forth in ARTICLE 2. In such modification, JPL shall have the right to increase the Ceiling Price in ARTICLE 3 to fund the added term period.
- 3.0 Hourly rates for the option period shall be determined and adjusted in accordance with the following and no other adjustments in the hourly rates shall be allowed. The only adjustment to hourly rates for the entire option period shall be as set forth in the option-exercising Contract modification and as described below.
  - 3.1 Non -union rates - Adjustments must be caused by changes in the Service Contract Act wage rates or fringe benefits. If the applicable Service Contract Act Wage Rates contained in a new Service Contract Act Wage Determination differ from those incorporated in this contract and the Contractor would, therefore, be required to increase the direct labor rates and/or fringe benefits paid to workers under this Contract, then the hourly rates in ARTICLE 3 paragraph 3.4.1 shall be revised for the option period to incorporate the verified change in costs to the Contractor resulting from the new Service Contract Act wage rates and fringe benefits.
  - 3.2 Union rates - Adjustments must be caused by changes in Union wage rates or fringe benefits. If a rate change in the Master Labor Agreement between any workers' union and the Contractor effects a change in the Contractor's costs from those reflected in the rates set forth in paragraph 3.4.1 of ARTICLE 3, then the rates shall be revised for the option period to incorporate the change in costs to the Contractor resulting from the new Union rates and fringe benefits.
  - 3.3 The Contractor's proposal for union rates shall include and document any increase or decrease in costs which the Contractor knows or anticipates will occur at some time during the option period. The hourly rates set forth in ARTICLE 3 paragraphs 3.4.1 and will be adjusted upward or downward to allow for the change in costs to the Contractor as described in paragraph 3.4 below. The rates may be subject to later adjustment if the Contractor is not able to determine at the outset of the option period the wage rates and fringe benefits payable for any part of the option period. The Contractor shall submit the verifying data for the allowable rate adjustments as soon as available, but not later than thirty (30) days after the Contractor's receipt of written notice of the union rate revision. A later Contract modification may be issued by JPL with rates retroactive to a mutually agreed upon date after the expiration date of the original Contract term or previous option term.

- 3.4 A rate change shall include only verified changes in direct labor rate, fringe benefits, and the associated changes in payroll taxes and applicable insurance of the Contractor, which are caused, by the Service Contract Act Wage Determination or Union rate changes and no other overhead or general and administrative expense or profit shall be applied.
- 4.0 The fixed unit prices applicable for the option year shall be agreed upon by the Contractor and JPL. Except as otherwise specifically provided for in the contract, such prices agreed to by the Contractor and JPL shall include any and all direct costs, burden, overhead, general and administrative expense, and profit chargeable by the Contractor to the Institute under this Contract.
- 5.0 JPL, or its authorized representative, shall have the right to examine any books, documents, papers, and records of the Contractor directly pertinent to adjustments provided for in paragraph 3.4 above.
- 6.0 Except as modified above, all terms and conditions of the Contract shall continue as stated herein.

ARTICLE 5. SPECIAL PROVISIONS

- 1.0 The following documents are incorporated into and made a material part of this Contract:
  - 1.1 SERVICE ORDER, dated April 22, 2003, EXHIBIT 1
  - 1.2 CONTRACT WORK ORDER PROCEDURE (T &M CONTRACT), dated February 14, 2003, Exhibit No. 2
  - 1.3 RATE CATEGORY DEFINITIONS, dated March 19, 2003, Exhibit No. 3
  - 1.4 EXAMPLE OF A TYPICAL TIME & MATERIAL INVOICE, EXHIBIT No. 4
  - 1.5 JET PROPULSION LABORATORY SAFETY PRACTICE SOS-A200: ASBESTOS-RELATED OPERATIONS FOR TIME-AND-MATERIAL CONSTRUCTION CONTRACTS AT JET PROPULSION LABORATORY FACILITIES, dated March 5, 2003, Attachment No. 1.
  - 1.6 U.S Department of Labor Employment Standards Administration Wage and Hour Division, Washington, DC, Wage Determination No.: 1994-2047, Revision No.: 22, Date of Last Revision: 09/10/2002, Attachment No. 2.
- 2.0 Work may be directed by a CWO to be performed on other than regular time hours (week days between 6:00 a.m. and 5:00 p.m.) because of Laboratory operations.
- 3.0 The Contractor shall give its very best efforts to assure that the work is performed by its employees and subcontractors at the time required by JPL for any given work.
- 4.0 The Contractor must furnish to the JPL Negotiator prior to commencement of work at a JPL-controlled facility all insurance certificates required by the General Provisions of this Contract. Each certificate must verify that the Institute is an additional named insured under the policy. Updated certificates must be provided as appropriate to ensure evidence of continuous coverage throughout Contract performance.
- 5.0 The Contractor shall furnish to the JPL Negotiator prior to commencement of work at a JPL-controlled facility a Safety and Health Plan for JPL's approval as required by the General Provisions of this Contract.
- 6.0 JPL Contractor Safety and Health Notification.

Contractor has signed and acknowledged receipt of a copy of "JPL Contractor Safety and Health Notification," form JPL 2885 (identifying applicable required documentation, safety requirements, emergency handling procedures, etc.), which is hereby made a material part of this Contract. The costs associated with compliance with all applicable requirements as identified on form JPL 2885 are included in the Contract pricing, and therefore, Contractor compliance with such requirements shall not entitle the Contractor to an equitable adjustment under the General Provisions of the Contract entitled "Safety and Health," and "Changes," or under any other provision of this Contract.
- 7.0 Contractors are reimbursed only for the specific hours worked by their personnel, which have been authorized by JPL in accordance with corresponding contract terms. Contractors are not reimbursed for any scheduled time not worked due to their personnel being directed by JPL to leave, or not report to, their JPL workstations when JPL deems it to be unsafe or useless to work at their JPL workstations due to earthquake, fire, civil disturbance, hazardous materials (HAZMAT) incident, power outage, or other situations.
- 8.0 Contractor personnel performing work at the Laboratory in accordance with the requirements of a Service Order or CWO will not clock in on a JPL-provided timecard, but will have hours of work verified by the cognizant JPL Inspector referenced within the Service Order or CWO.

9.0 For work performed at a JPL location, all Contractor personnel shall manually record on timesheets the hours worked each day. Hours so recorded shall be identified by shift and day of the workweek and verified by the cognizant JPL Inspector referenced within the Service Order or CWO. Contractor personnel leaving JPL premises during the workday shall record the time out and, upon return, time in, along with the reason for the absence.

10.0 The Contractor shall not perform any asbestos abatement work under this contract.

11.0 Taxes – Withholding

JPL may withhold from any payments, which are due and payable under the Contract, such amounts that JPL determines must be withheld in compliance with State and/or Federal Tax Withholding requirements. JPL shall not be liable for amounts incorrectly withheld under this Provision; provided, however, that if JPL determines that any amounts due to the Contractor have been incorrectly withheld, and said amounts have not already been remitted to the taxing authority, JPL will pay such amounts to the Contractor within a reasonable period of time.

12.0 Government Property Transfer

Accountability for all Government-owned property acquired under contract No. 961218 is hereby transferred to contract No. (TBA), effective the date of this Modification No. (Basic). The transferred property specified below is for use in the performance of this contract and is subject to the provisions of the Article of this contract entitled “Government Property” and the attachment to the “Government Property” Article, “Management of Government Property in the Possession of Contractors” (form JPL 0968).

<u>Govt. ID No.</u>	<u>Nomenclature</u>	<u>Model</u>	<u>Serial No.</u>	<u>Qty.</u>	<u>Value</u>
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(TBA)

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

**CALIFORNIA INSTITUTE OF TECHNOLOGY**

By \_\_\_\_\_  
{TYPE NAME OF ACQUISITION REP HERE}  
\_\_\_\_\_  
(Title)

{TYPE NAME OF CONTRACTOR HERE}

By \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Typed Name)  
\_\_\_\_\_  
(Title)

Instructions to Contractor: Do not insert date on Preamble page.