



**FIXED PRICE
RESEARCH & DEVELOPMENT CONTRACT**

SPECIMEN Contract Dated August 23, 2002

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

The "OneNASA" Portal

IS A

SUBCONTRACT UNDER JPL's NASA PRIME CONTRACT

TASK ORDER NO. 10670

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

CONTENTS

PREAMBLE 1

ARTICLE 1. STATEMENT OF WORK AND DELIVERY INSTRUCTIONS..... 2

ARTICLE 2. PRICE AND PAYMENT 5

ARTICLE 3. OPTION PROVISION..... 6

ARTICLE 4. SPECIAL PROVISION 10

SIGNATURE PAGE 11

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)

New Technology R 8/01 or Patent Rights - Retention By The Contractor (Short Form) R 4/99

Prime Contract Expiration – Fixed Price 7/02

Safety and Health R 4/00 (Option Phase)

Security Requirements R 4/99

Security Requirements for Unclassified Automated Information Resources and Access to JPL's Controlled
Facilities R 12/01

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 TBD (hereinafter called the "Contractor"), a corporation organized and existing under the laws of the State of TBD 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

PHASE 1

- 1.0 The Contractor shall design, test, develop, deploy and operate the OneNASA Portal to provide public access to information from the National Aeronautics and Space Administration (NASA). In performance of this effort the Contractor shall:
- 1.1 DESIGN
- 1.1.1 Design a OneNASA portal that combines visual aesthetics and technical features to dramatically and effectively communicate NASA's "Vision for the Future" to:
- *Improve life here.*
 - *Extend life to there.*
 - *Find life beyond.*
- 1.1.2 Contribute to the fulfillment of the third element of NASA's Mission which is to:
- *Understand and protect our home planet.*
 - *Explore the Universe and search for life.*
 - *Inspire the next generation of explorers*
as only NASA can.
- 1.1.3 Focus on NASA's unique mission and capabilities and draw upon the resources, including text, imagery, and multimedia available from within the Agency.
- 1.1.3.1 The design shall be customizable, visually compelling, and convey the excitement of NASA's mission.
- 1.1.4 Bring NASA's best (as defined by the NASA Editorial Board or Portal Editor-in-Chief) Web content into the portal and create a consistent visual identity for NASA.
- 1.1.5 Take best advantage of NASA's digital assets and extend its "high tech" image through the approach.
- 1.1.5.1 Carry the identity throughout the portal, though different sub-levels of the portal may carry somewhat

varied designs when appropriate for meeting the needs of the audience.

- 1.1.6 Include recommendations for the business processes to utilize an editorial group to approve content for promotion and publication.
- 1.1.7 Incorporate the processes that the editorial group chooses to use based on those recommendations during Implementation of the portal.
- 1.1.8 Utilize a federated publishing approach to bring in content from NASA's existing Web-based resources into a single Web address.
- 1.1.9 The portal shall have the ability to receive content from individuals throughout the Agency or through automatic server-to-server updates.
- 1.1.10 Recognize and deliver information products to NASA's audiences and balance an esthetically pleasing, inspirational design with an organizational coherence that allows information to be easily found by diverse audiences. The portal shall serve all of NASA's public audiences, which as a minimum are defined as follows:
 - 1.1.10.1 The general public—Looking for general information on NASA subjects seeking information on visiting NASA facilities or seeing a launch or following up on NASA stories they have heard about in the news.
 - 1.1.10.2 Teachers—Looking for resource material (lesson plans, photographs, and curricula).
 - 1.1.10.3 Students—Looking for "homework help" on NASA-specific or general science and engineering topics, generally middle school through undergraduate.
 - 1.1.10.4 Kids—Generally, elementary school or younger, who are looking for inspiration and engagement, as much as information.
 - 1.1.10.5 News media—Seeking information on a specific topic, in advance of and/or following up on a NASA story. Their greatest concerns are clear information organization, effective search/browse capability, and fast, assured access.

1.1.11 Provide an intuitive interface that simplifies the user's navigation across topical subsections, and provides users with an engaging interface and a clear delineation of subjects of the underlying information architecture of the OneNASA portal design.

1.1.12 Provide an interface that accommodates three (3) types of content as follows:

1.1.12.1 Standing items (that change infrequently).

1.1.12.2 Features (that change at various intervals).

1.1.12.3 News items (that change daily or more often).

1.1.13 Comply with the requirements of Section 508 of the Rehabilitation Act of 1998, to ensure that the design is accessible to disabled Internet users, and the usability Requirements of Exhibit 1 "OneNASA Technical Design Requirements," dated 8/23/2002

1.1.14 Conduct a Preliminary Design, Technical, and Management Review at NASA Headquarters, Washington D.C.

11/07/2002

2.0 The following Exhibit is hereby incorporated into and made a material part of this Contract:

2.1 Exhibit 1, entitled "OneNASA Technical Design Requirements," dated August 23, 2002.

3.0 Delivery Instructions

3.1 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.

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

3.3 The Contractor shall furnish the Contracting Officer (CO) with the annual and final reports of reportable items described in the Article entitled "New Technology." Copies of transmittal letters for those reports shall be sent to the JPL Intellectual Property Office (IPO) and to the cognizant JPL negotiator.

OR

3.4 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 Total NTE Fixed Price: \$100,000.00.

2.0 Invoices. Invoices shall be submitted, in triplicate, to JPL Supplier Payment Section, M/S 601-208, 4800 Oak Grove Drive, Pasadena, California 91109

ARTICLE 3. OPTION PROVISION

Pursuant to RFP no. GLW-0822, four (4) contracts identical to this one were awarded. Pursuant to that RFP, upon completion of the Phase 1 contract work on all four (4) contracts, JPL would exercise the Option in one of said contracts and thus allow the others to expire. JPL intends to exercise the Option to one Phase 1 contractor on the following basis:

- (1) JPL will request all four (4) Phase 1 contractors to submit a firm fixed price proposal to perform the Phase 2 Option scope of work.
- (2) JPL will request all four (4) Phase 1 contractors to update their Phase 1 technical proposals as necessary to incorporate knowledge obtained during the performance of Phase 1.
- (3) The submission and review of the information contained in one (1) and two (2) above will be on an expedited schedule which would permit completion of the Phase 2 Option work in compliance with the contract schedule for the same.
- (4) JPL will exercise the Phase 2 Option to the Phase 1 contractor with the lowest firm fixed price Option proposal that meets Phase 2 technical requirements.

1.0 PHASE 2 – OPTION STATEMENT OF WORK

1.1 If JPL elects to exercise this Option, it will do so by issuance of a Unilateral Modification to the Contract. Upon exercise of this Option, the Contract is modified as follows:

1.1.1 ARTICLE 1, STATEMENT OF WORK, is modified as follows:

Add the following:

1.1.1.4 Conduct a formal Design Review within Not Later Than
the first 30 days of the contract taking effect at JPL. 12/20/2002

2.1 TESTING

2.1.1 Test the design with the five user groups noted in Article 1, paragraph 1.1.10. The student group shall be divided into middle school plus high school students.

2.1.2 Conduct the testing based on the following evaluation criteria:

2.1.2.1 User perception of ease of navigation.

2.1.2.2 Consistency across operating systems e.g. PC, Macintosh, UNIX.

2.1.2.3 Consistency across browsers and versions, to include at a minimum Netscape and Microsoft IE.

2.1.2.4 Ability of the portal to accept automatic updates.

2.1.2.5 Ease of publication for remote web masters and publishers.

2.1.2.6 Responsiveness of the system to high usage (soak test).

- 2.1.2.7 Ease of ability of editorial group to promote and approve content for publication.
- 2.1.3 Report all test results in writing to JPL. 01/23/2002
- 2.2 DEPLOYMENT 02/01/2003
 - 2.2.1 Deploy the OneNASA portal at <http://www.nasa.gov> with content from at least 1000 NASA Web sites including the following mandatory sites:
 - NASA Home Page <http://www.nasa.gov>
 - Science@NASA <http://science.nasa.gov>
 - Liftoff to Learning <http://liftoff.msfc.nasa.gov>
 - NASA Kids <http://kids.msfc.nasa.gov>
 - Ciencia@NASA <http://ciencia.nasa.gov>
 - Human Spaceflight Web <http://spaceflight.nasa.gov>
 - NASA Education Program <http://education.nasa.gov>
 - NASA Spacelink <http://spacelink.nasa.gov>
 - Mars Exploration Home Page <http://mars.jpl.nasa.gov>
 - Earth Observatory <http://earthobservatory.nasa.gov>
 - KSC Media Resources <http://www-pao.ksc.nasa.gov/>
 - Glenn Research Center <http://www.grc.nasa.gov/Doc/news.htm>
 - Goddard Home Page <http://www.gsfc.nasa.gov/>
 - Langley News & Events http://www.larc.nasa.gov/news_and_events/
 - Stennis News <http://www.ssc.nasa.gov/~pao/news/>
 - Marshall News <http://www1.msfc.nasa.gov/NEWSROOM/>
 - Dryden Home Page <http://www.dfrc.nasa.gov/>
 - JPL Home Page <http://www.jpl.nasa.gov>
 - Ames Public Affairs <http://amesnews.arc.nasa.gov/>
 - 2.2.2 Complete Initial Deployment. 02/2003
 - 2.2.3 Create and execute a communications plan to advertise and create interest in the OneNASA Portal.
- 2.3 OPERATION
 - 2.3.1 Operate the OneNASA portal with the following performance criteria:
 - 2.3.1.1 Bring in additional content at the rate of 100 web pages per day.
 - 2.3.1.2 Accommodate capability for an average capability of 1.0 million visits and 100 gigabytes of data transferred per month with capacity to accommodate peaks of 1.5 million visits and transferred 5.5 gigabytes of data in a single day.
 - 2.3.1.3 Ensure 0.99995 availability (less than 20 minutes of down time in a calendar year).
 - 2.3.1.4 Maintain operational Portal. Through 11/15/03

Add the following: ARTICLE 5, LIMITATION OF JPL'S OBLIGATION (IF APPLICABLE):

- 1.0 The Firm Fixed Price of this Contract is the amount set forth in paragraph 1.0 of ARTICLE 2, PRICE AND PAYMENT, subject to the limitations set forth in this Article.
- 2.0 Subject to paragraph 6.0 below, the amount set forth in Period No. 1 of the following Incremental Liability Schedule reflects the maximum limitation of the Institute's liability for all purposes, including incurred costs, termination costs (including amounts payable with respect to subcontracts and settlement costs) and allowance for profit or fee:

INCREMENTAL LIABILITY SCHEDULE

<u>Period No.</u>	<u>Cumulative Maximum Liability</u>	<u>Terminal Date</u>
To be Negotiated	To be Negotiated	To be Negotiated

- 3.0 It is anticipated that JPL shall, prior to the terminal date, if any, of the Period specified in the first line of paragraph 2.0 above, issue a Unilateral Modification to revise the maximum limitation to the amount set forth in the next successive period. The determination as to whether to issue such a modification shall be at JPL's sole discretion. In the event that JPL does not issue such a modification prior to the terminal date, this Contract shall, unless the Contractor requests a terminal date extension in writing prior to the terminal date, be deemed terminated for convenience and the Contractor shall proceed as if the Contractor has received a Notice of Termination pursuant to the GP Article entitled "Termination for Convenience." JPL shall, upon receipt of a written request from the Contractor for Terminal Date extension, immediately issue a unilateral modification extending the Terminal Date in accordance with Contractor's request. If the Contractor or JPL have reason to believe that any other change in the Incremental Liability Schedule would be in the best interest of the contract effort, the Contractor or JPL may notify the other party in writing to that effect, together with the requested change. If the Contractor and JPL agree with the requested change, the Incremental Liability Schedule will be revised by Supplemental Agreement to the Contract.
- 4.0 In the event that JPL issues such a UM to increase the liability after the terminal date, the Contract shall no longer be deemed terminated, and such UM shall have the same effect as if it had been issued prior to the terminal date; provided however, that if JPL's failure to issue the UM by the terminal date caused an increase of the cost of, or the time required for, performing this Contract, because the Contractor proceeded as if a Notice of Termination had been issued, an equitable adjustment shall be made in (i) the Contract Price, the time of performance, or both; and (ii) other affected terms of the Contract. The Contractor must assert its right to such equitable adjustment within 30 days of receipt of the UM. However, if JPL decides that the facts justify it, JPL may receive and act upon a proposal submitted before final payment of the Contract. Subject to paragraph 6.0 below, in the event that this Contract is terminated pursuant to this Article, or otherwise terminated by JPL pursuant to the GP Article entitled "Termination for Convenience," the cumulative liability amount set forth in the Incremental Liability Schedule for the Period referenced in the first sentence of paragraph 2.0 of this Article, reflects JPL's maximum liability notwithstanding anything to the contrary in the GP Article entitled "Termination for Convenience," or the value of supplies and services delivered to and retained by JPL.
- 5.0 The Contractor has used the Incremental Liability Schedule to plan its progress payments, partial payments, obligations and termination liability. It is a management prerogative of the Contractor to determine if any part of these elements are to be under funded or at risk (relative to the Incremental Liability Schedule) for any period of time. This is a firm fixed price type Contract. The Contractor assumes all risk for any variance between planned and actual costs, including

planned and actual termination liability. The Contractor is strictly liable for all cost variances, including cost variances attributable to indirect rate changes and shall in no event be excused from the obligation to complete performance in accordance with the price, delivery schedule, and technical requirements of this Contract.

- 6.0 If the Contract is modified, the provisions of this Article shall not limit the Contractor's obligation pursuant to GP Article entitled "Changes," to diligently pursue the performance of the Contract as modified. In the event that a unilateral modification contains a liability limit for work performed under such modification, the Contractor's obligation to pursue performance of such modification and the Institute's liability for such modification, shall, until the UM(s) is bilaterally settled, be limited by the amount of the liability limit included in the UM. Until such a UM is settled, the liability limit on the UM does not increase the baseline liability in paragraph 2.0. In the event that this Contract is deemed terminated pursuant to paragraph 3.0 of this Article or the GP Article entitled "Termination for Convenience," prior to the settlement of an outstanding UM(s), the Institute's maximum liability for all purposes, including incurred costs, termination costs (including amounts payable with respect to subcontracts and settlement costs and consideration for delivered supplies and services) and allowance for profit or fee, shall be no more than the sum of the cumulative liability amount set forth in the Incremental Liability Schedule for the Period referenced in the first sentence of paragraph 2.0 of this Article, plus the liability limit(s) set forth in the UM(s).
- 7.0 Unilateral Modification Liability Limits.
- 7.1 Reserved.
- 7.2 Reserved.
- 8.0 In the event that this Contract contains a provision providing for progress payments, such provision shall be subject to the limitations set forth in this Article and the "contract amount" referred to in any such provision for progress payments is the Firm Fixed Price of this Contract set forth in paragraph 1.0 of ARTICLE 3, PRICE AND PAYMENT.
- 9.0 The provisions of this Article shall in no way limit the Institute's rights under the GP Article entitled Default.

Except as modified above, all terms and conditions of the Contract shall continue as stated herein.

ARTICLE 4. SPECIAL PROVISION

1.0 SECURITY OR PRIVACY SAFEGUARDS

The Contractor shall not publish or disclose in any manner, without the Negotiator's written consent, the details of any safeguards either designed or developed by the Contractor under this Contract or otherwise provided by JPL.

To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of JPL data, the Contractor shall afford JPL access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

If new or unanticipated threats or hazards are discovered by either JPL or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

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

CALIFORNIA INSTITUTE OF TECHNOLOGY

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.