

99704-6 Budget

CONFIDENTIAL

NEGOTIATED CONTRACT (SUPPLIES AND SERVICES)

REQUISITION OR OTHER PURCHASE AUTHORITY: 66-100,024
CONTRACT/TASK ORDER NO. [REDACTED]

ISSUING OFFICE NAME: [REDACTED]
ADDRESS: [REDACTED]

CONTRACTOR NAME: [REDACTED]
ADDRESS: [REDACTED]

CONTRACT FOR: Rental, installation, services and materials
AMOUNT: [REDACTED]

APPROPRIATION AND OTHER ADMINISTRATIVE DATA

DECLASS REVIEW by NIMA/DOD

This negotiated contract is entered into pursuant to statutory authority and any required determination and findings have been made.

This contract is entered into, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and above named Contractor who is an Individual, Partnership, Corporation, incorporated in the State of [REDACTED], hereinafter called the Contractor.

The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached Schedule, or Task Orders, issued hereunder, for the consideration stated therein.

The rights and obligations of the parties to this contract shall be subject to and governed by the terms and conditions on the reverse hereof, attached Schedule and General Provisions. To the extent of any inconsistency between the Schedule and General Provisions, and any specifications or other provisions which are made a part of the contract by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

The Contractor represents (a) that it is, is not, a small business concern. For this purpose, a small business concern is a concern that (i) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (ii) is certified as a small business concern by the Small Business Administration. (See Code of Federal Reg., Title 13, Ch. II, Part 103, 21 Fed. Reg. 9708, which contains the detailed definition and related procedures.), (b) that it has, has not, previously been denied a Small Business Certificate by the Small Business Administration, and (c) if offeror is a regular dealer, it also represents that all supplies to be furnished hereunder will, will not be manufactured or produced in the United States or its territories or possessions by a small business manufacturer or producer; and, further, makes the representations regarding contingent or other fees, set forth on the reverse hereof.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of 1 July 19 65.

SIGNATURES (Type or print all names under all signatures)
CONTRACTOR: [REDACTED]
THE UNITED STATES OF AMERICA
BY: [REDACTED] TITLE: [REDACTED]
BY: [REDACTED] CONTRACTING OFFICER

WITNESSES (In case of corporation, witnesses not required, but certificate on the reverse must be completed.)

NOTICE

This material contains information affecting the National Defense of the United States within the meaning of the Espionage Laws, Title 18, U.S.C. Secs. 793 and 794, the transmission or revelation of which in any manner to an unauthorized person is prohibited by law.

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(When Filled In)

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downgrading and
declassification

SECURITY NOTE

This contract and correspondence relating thereto must be handled in strict accordance with classified handling and storage instructions furnished the contractor under separate cover by the procuring activity.

NOTE: Contractor, if a corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the contract and the certificate.

CERTIFICATE

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this contract on behalf of the Contractor, was then _____ of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(SIGNATURE) (Corporate Seal)

CONTRACTOR'S STATEMENT OF CONTINGENT OR OTHER FEES

The Contractor represents: (a) that he has, has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Contractor) to solicit or secure this contract; and (b) that he has, has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the Contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the Contracting Officer. (Note: For interpretation of the representation, including the term "bona fide employee," see General Services Administration Regulations, Title 44, Secs. 150.7 and 150.5(d), Fed. Reg. Dec. 31, 1952, Vol. 17, No. 253.)

TERMS AND CONDITIONS

1. SELLER'S INVOICES -- Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract number, Order number (if any), Item number; contract description of supplies or services, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading. The Contractor or his authorized representative will sign ONLY the original (ribbon typed copy, if typed). When the invoice is signed or receipted in the name of a company or corporation the name of the person signing, as well as the capacity in which he signs, must appear. For example: "John Doe Company, by John Smith, Secretary," "Treasurer," or as the case may be.

2. LABOR INFORMATION -- Attention is invited to the possibility that wage determinations may have been made under the Walsh-Healey Public Contracts Act providing minimum wages for employees engaged in the manufacture for sale to the Government of the supplies covered by this contract. Information in this connection, as well as general information as to the requirements of the act concerning overtime payment, child labor, safety and health provisions, etc. may be obtained from Wage and Hour and Public Contracts Division, Department of Labor, Washington 25, D. C.

3. DISCOUNTS: In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at point of origin or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from date correct invoice or voucher (properly certified by the Contractor) is received in the office specified by the Government if the latter date is later than the date of delivery.

4. SAMPLES: Samples of items, when required, must be submitted within the time specified and at no expense to the Government. If not destroyed by testing, they will be returned at Contractor's request and expense, unless otherwise specified in the Schedule.

5. GOVERNMENT-FURNISHED PROPERTY -- No material, labor, or facilities will be furnished by the Government unless otherwise provided in the Schedule.

6. AGENTS -- Contracts signed by an agent must be accompanied by evidence of his authority.

7. ALTERATIONS -- Any alterations in this contract made by the Contractor must be initialed by both the Contractor and Contracting Officer.

8. MISTAKES -- Contractors are expected to examine the drawings, specifications, circulars, schedule and all instructions pertaining to the supplies or services. Failure to do so will be at the Contractor's risk. In case of mistake in extension of price the unit price will govern.

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Rental of [redacted] equipment including installation, services and materials as set forth herein.

PERIOD OF PERFORMANCE:

1 July 1965 through 30 June 1966.

EQUIPMENT:

Electrocolor Processing Unit, Model ECP-4, Serial No. 00509. *as of 2 Sep 65*
on hand

Electrocolor Laminating Unit, Model ECL-1, Serial No. 00500. *on hand*

Electrocolor Negative analyzer Model ENA-1, Serial No. 00500 *Due in*

Electrocolor Topcoating Unit Model ET-1, Serial No. 00502. *on hand*

MONTHLY RATES:

Electrocolor Processing Unit - [redacted]

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Electrocolor Laminating Unit - [redacted]

Electrocolor Negative Analyzer [redacted]

Electrocolor Topcoating Unit [redacted]

* Monthly rent to commence on first full thirty (30) day period following delivery of the unit.

MATERIALS:

The Contractor, as directed by the Technical Representative of the Contracting Officer, shall furnish, in such quantities as may be required during the performance period of this Contract, Electrocolor Process Film, Electrocolor Laminating Film, Electrocolor Topcoating Solution, and Electrocolor Dyes in accordance with the following pricing schedule:

Electrocolor Process Film:

100 sheets 9-1/4 x 12-3/4 per box

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- 1 - 4 boxes [redacted]
- 5 - 9 boxes [redacted]
- 10 boxes or more [redacted]

NAME OF CONTRACTOR

25X1A [redacted]

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Laminating Film:

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100 sheets per box [REDACTED]

Dyes:

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<u>Color</u>	<u>Quantity</u>	<u>Price</u>
Yellow	1 gal.	[REDACTED]
Magenta	1 gal.	[REDACTED]
Cyan	1 gal.	[REDACTED]

Topcoating Solution:

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1/2 gallon [REDACTED]

SERVICES:

The Contractor will provide qualified personnel for installation, adjustment and alignment of the equipment at the Government site, for initial operation of the equipment, and training of Government personnel in operation and maintenance of the equipment.

The Contractor will also provide qualified personnel for repair, or replacement of parts, for the equipment and for installation of such new and/or additional parts as may be required for test and experimental purposes during the period of the developmental program.

The Contractor, upon the request of the Technical Representative of the Contracting Officer, will provide such consultant services as may be required for technical assistance in the developmental program.

COMPENSATION:

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Contractor personnel shall be compensated for performance of services as set forth above, at the rate of [REDACTED]

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[REDACTED] per day with proportionate payment for fractions of a day.

Travel expenses shall be reimbursed as follows:

a. Necessary travel expenses actually incurred by Contractor personnel in performance of work under this Contract.

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b. Subsistence expenses actually incurred by Contractor personnel while in a travel status under this

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Contract not to exceed [REDACTED]

NAME OF CONTRACTOR

[REDACTED]

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CONTRACT/TASK ORDER NO. [REDACTED]

Payment under this clause shall be made upon submission of proper invoices duly certified by the Technical Representative of the Contracting Officer.

FUNDING:

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There is hereby obligated for the purposes of this Contract the sum of [REDACTED]. This amount is an estimate only of the funds to be needed and its obligation hereunder is not a commitment that such sum will actually be spent under this Contract. The total of all payments made under this Contract shall in no event exceed the sum obligated hereunder.

It is understood and agreed that this Contract is executed by the parties hereto contingent upon the availability of Fiscal Year 1966 funds.

Notice of the availability of Fiscal Year 1966 funds shall be given in writing by the Contracting Officer.

SPECIAL CONDITIONS:

It is mutually understood and agreed that:

- a. The leased equipment will remain the property of the Contractor at all times.
- b. The equipment will not be removed from the Government site where installed without the prior written consent of the Contractor.
- c. The Government may not make any alteration or affix or install any accessory or device to the equipment without the prior written consent of the Contractor.

SECURITY REQUIREMENTS:

The association of the Sponsor with the work to be performed under this Contract is classified CONFIDENTIAL. The employees of the Contractor involved in this work will be exposed to documents, materials and information at the Sponsor's premises that are security classified up to and including TOP SECRET. Accordingly, only such employees of the Contractor as have been approved by the Contracting Officer in writing may be assigned to this work. No security classified material may be removed from the Sponsor's premises, nor shall the Contractor generate any written records pertaining to such security classified material nor orally disclose same to any other person(s) (including other Contractor officials and/or employees) without specific written authorization from the Contracting Officer.

NAME OF CONTRACTOR [REDACTED]

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CONFIDENTIAL (SCHEDULE)

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CONTRACT/TASK ORDER NO.



EXAMINATION OF RECORDS:

The Article "Examination of Records" wherever it appears in the Contract is changed by deleting therefrom the words "Comptroller General of the United States or any of his duly authorized representatives" and substituting the words "appropriate audit representative of the Government."

GENERAL PROVISIONS:

The General Provisions cited on the Contract signature page shall consist of Section(s) A & B, attached hereto and made a part hereof. In the event of any discrepancy between the General Provisions and the Schedule, the latter shall control.

INVOICE INSTRUCTION:

On all invoices submitted under this Contract, the Contractor shall include the sponsor approved mailing address for payment.

NAME OF CONTRACTOR



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P+D's

99704-6
NPIC PROJECT NO.

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CLASSIFICATION

P+D's
RESPONSIBLE COMPONENT

RECEIPT RB/OS

SUPPORT/SERVICE REQUIREMENT

DISSEMINATED RB/OS

(The following info is required when rqmts are levied by external organizations)


OFFICE _____ DATE OF RQMT _____ CONTROL NO. _____

NPIC DIV/DETACH PROCESSING RQMT _____ PROJ OFF _____ PHONE _____

SUPPORT REQUESTED OF _____ PRIORITY _____ DATE REQUIRED _____

(The following info is required when rqmts are levied for internal support)

DIV/STAFF _____ P&DS _____ DATE OF RQMT 27 July 1965 CONTROL NO. _____

SUPPORT REQUESTED OF _____ P&DS _____ PROJ OFF 

PRIORITY _____ DATE REQUIRED 30 June 1966 25X1A

1. BACKGROUND INFORMATION:

The work requested is in support of a NPIC: Photo interpretation proj.;
 Non-photo interpretation project. It will result in: Hard copy report;
Informal report (memo); Basic service only.

Project Description: Rental of Electrocolor Printer Processor

2. SPECIFIC SUPPORT/SERVICE REQUESTED: Support from NPIC will probably consist of:
Photographic; Reproduction; Mensuration; Graphics; ADP; Editing;
 Other (explain below) -- (Include statement as to estimated amount of work required of support component(s); i.e., number of contact prints, enlargements, boards, etc.)

Monitor Electrocolor Printer Processor contract as required.

3. URGENCY JUSTIFICATION: (If immediate support is required a statement of justification must be made on this form.)

DATE OF COMPLETION

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NPIC FM 218 (Revised 5-65)

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