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NEGOTIATED CONTRACT (SUPPLIES AND SERVICES)

REQUISITION OR OTHER PURCHASE AUTHORITY 60-21541 & 60-21576	CONTRACT/TASK ORDER NO. [REDACTED]	STATOTHR
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ISSUING OFFICE		
NAME CENTRAL INTELLIGENCE AGENCY	ADDRESS [REDACTED]	

CONTRACTOR		
NAME [REDACTED] STATOTHR	ADDRESS [REDACTED]	STATOTHR

CONTRACT FOR Enlarger Model [REDACTED] and Planetary Camera Model [REDACTED]	AMOUNT Fixed Price-Redeterminable
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APPROPRIATION AND OTHER ADMINISTRATIVE DATA STATOTHR	STATOTHR	STATOTHR
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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 _____, 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 28 June 19 60.

SIGNATURES (Type or print all names under all signatures)

CONTRACTOR [REDACTED]	THE UNITED STATES OF AMERICA STATOTHR
BY <i>[Signature]</i> STATOTHR	BY [REDACTED] CONTRACTING OFFICER
TITLE	

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

DECLASS REVIEW BY NIMA / DoD

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.

SCHEDULE (SUPPLY CONTRACT)	PAGE NO. 1	NUMBER OF PAGES OF SCHEDULE
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The supplies or services to be furnished, the specifications, the discounts, the time and place of delivery, and any other special terms and conditions applicable to the Contract, Invitation for Bids, or Request for Proposals (as applicable) are set forth below.

REQUISITION NO. OR OTHER PURCHASE AUTHORITY 60-21541 & 60-21576	CONTRACT/TASK ORDER/INVITATION/REQUEST NO. (as applicable) [REDACTED] STATOTHR
SHIP TO (consignee and destination) See Below	MAIL INVOICES TO Chief, Fiscal Division 2430 E Street, N. W. Washington 25, D. C.

PERFORMANCE PERIOD/DELIVERY SCHEDULE
 Item 1 on or prior to 1 September 1960; Item 2 on or prior to 30 December 1960.

DELIVERY F.O.B. Destination	INSPECTION Destination
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THE FOLLOWING DISCOUNTS WILL BE ALLOWED BY CONTRACTOR, BIDDER OR OFFEROR FOR PROMPT PAYMENT

15 CALENDAR DAYS	PERCENT	20 CALENDAR DAYS	PERCENT
			30 CALENDAR DAYS PERCENT

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY (Number of Units)	UNIT	UNIT PRICE	AMOUNT
1	Camera, Planetary, Photo Devices Model [REDACTED] Shipment Indicator (60-21541 - Item 1)	1	ea	[REDACTED]	[REDACTED]
2	Enlarger, 4X continuous and step repeat, Photo Devices Model [REDACTED] This enlarger shall be the same as the unit delivered under Contract No. [REDACTED] and as further modified under Contract No. [REDACTED] both incorporated by reference herein and made a part hereof, with the following exceptions and additions: (a) The following is cited as Provision (b) under [REDACTED] and is hereby excluded: "Modify the existing negative stage-plate for step and repeat printing to accommodate standard 16mm and 35mm formats." (b) The following shall be incorporated as additions to the Enlarger: It is hereby understood by the parties hereto that the additional lenses and drive rollers mentioned in Paragraphs 1 - 3 below, if requested by the Government, will be furnished by the Contractor at an additional cost to be negotiated at the time of the request.	1	ea	[REDACTED]	[REDACTED]
TOTAL					[REDACTED]

NAME OF CONTRACTOR, BIDDER OR OFFEROR: [REDACTED] STATOTHR

(SCHEDULE)	PAGE 2 OF 2 PAGES
	CONTRACT/TASK ORDER NO. [REDACTED] STATOTHR

STATOTHR

- (1) The [REDACTED] 4X Enlarger shall be redesigned to incorporate the necessary flexibility to accommodate the best lens for the purpose and allow the use of other focal length lenses to change the magnification ratio for 35 mm and 16 mm film.
- (2) This flexibility will permit the use of the Printer in both the ~~Step and Repeat~~ and Continuous Mode by the interchange of proper drive rollers. *as an enlarging operation*
- (3) To accomplish additions 1 and 2 above, the redesign will permit the negative and lens planes to be moved into proper principal planes for the various magnification ratios dictated by the focal length of the lens selected. *How adjust lenses*

Price Redetermination:

The unit price set forth above for Item 2 only constitutes the maximum price hereunder and is subject to adjustment downward in accordance with the Price Redetermination article attached hereto and made a part hereof.

Ship to (Consignee and Destination):

Item 1 shall be shipped to the following address:

STATOTHR U. S. Naval Photographic Interpretation Center
 [REDACTED]
 Washington 23, D. C.
 STATOTHR Attention [REDACTED]

Item 2 shall be shipped to the following address:

Commanding Officer, Army Map Service
 Brooks Lane, Washington, D. C.
 For: Code 1091

General Schedule Provisions:

The Contractor shall comply with the General Schedule Provisions attached hereto and made a part hereof. In the event of any discrepancy between the foregoing and the General Schedule Provisions, the foregoing shall apply.

Progress Payments:

In the execution of this contract the Government hereby agrees to provide the Contractor with progress payments in accordance with the "Progress Payments" clause attached hereto and made a part hereof.

NAME OF CONTRACTOR

[REDACTED]

STATOTHR

PROGRESS PAYMENTS

Progress payments shall be made to the Contractor as work progresses, from time to time upon request, in amounts approved by the Contracting Officer upon the following terms and conditions:

(a) Computation of Amounts.

(1) Unless a smaller amount is requested, each progress payment shall be (i) 75 per cent of the amount of the Contractor's total costs incurred under this contract plus (ii) to the extent if any provided in the Schedule, the amount of the progress payments made by the Contractor to its subcontractors and remaining unliquidated; all less the sum of previous progress payments.

(2) The Contractor's total costs shall be reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices. However, such costs shall not include (i) any costs incurred by subcontractors or suppliers, or (ii) any payments or amounts payable to subcontractors or suppliers, except for completed work (including partial deliveries) to which the contractor has acquired title and except for amounts paid or payable under cost-reimbursement or time and material subcontracts for work to which the Contractor has acquired title, or (iii) costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(3) The amount of unliquidated progress payments shall not exceed the lesser of (i) 75 per cent of the costs mentioned in (a) (1) above, plus any unliquidated progress payments mentioned in item (a) (1) (ii) above, both of which are applicable only to the supplies and services not yet delivered and invoiced to and accepted by the Government, or, (ii) 75 per cent of the total contract price of supplies and services not yet delivered and invoiced to and accepted by the Government, less unliquidated advance payments.

(4) The aggregate amount of progress payments made shall not exceed 75 per cent of the total contract price.

(5) If at any time a progress payment of the unliquidated progress payments exceed the amount permitted by this paragraph (a), the Contractor shall pay the amount of such excess to the Government upon demand.

(b) Liquidation. Except as provided in the clause entitled "Termination For Convenience of the Government," all progress payments shall be liquidated by deducting from any payment under this contract other than advance or progress, the amount of unliquidated progress payments, or 75 per cent of the gross amount invoiced, whichever is less. Repayment to the Government required by a retroactive price reduction will be made after recalculating liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly.

(c) Reduction or Suspension. The Contracting Officer may reduce or suspend progress payments, or liquidate them at a rate higher than the percentage stated in (b)

above, or both, whenever he finds upon substantial evidence that the Contractor (i) has failed to comply with any material requirement of this contract, (ii) has so failed to make progress, or is in such unsatisfactory financial condition, as to endanger performance of this contract, (iii) has allocated inventory to this contract substantially exceeding reasonable requirements, (iv) is delinquent in payment of the costs of performance of this contract in the ordinary course of business, (v) has so failed to make progress that the unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract, or (vi) is realizing less profit than the estimated profit used for establishing a liquidation percentage in paragraph (b), if that liquidation percentage is less than the percentage stated in paragraph (a) (1).

(d) Title. When any progress payment is made under this contract, title to all parts; materials; inventories; work in process; special tooling as defined in clause of this contract entitled "Special Tooling"; nondurable (i.e., non capital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids not included within the definition of special tooling in such "Special Tooling" clause; and drawings and technical data (to the extent delivery thereof to the Government is required by other provisions of this contract); theretofore acquired or produced by the Contractor and allocated or properly chargeable to this contract under sound and generally accepted accounting principles and practices shall forthwith vest in the Government; and title to all like property thereafter acquired or produced by the Contractor and allocated or properly chargeable to this contract as aforesaid shall forthwith vest in the Government upon said acquisition, production, or allocation. Notwithstanding that title to property is in the Government through the operation of this clause, the handling and disposition of such property shall be determined by the applicable provisions of this contract such as; the Default clause and paragraph (h) of this clause; Termination for Convenience of the Government clause; and Special Tooling clause. Current production scrap may be sold by the Contractor without approval of the Contracting Officer and the proceeds shall be credited against the costs of contract performance. With the consent of the Contracting Officer and on terms approved by him, the Contractor may acquire or dispose of property to which title is vested in the Government pursuant to this clause, and in that event, the costs allocable to the property to transferred from this contract shall be eliminated from the costs of contract performance and the Contractor shall repay to the Government (by cash or credit memorandum) an amount equal to the unliquidated progress payments allocable to the property so transferred. Upon completion of performance of all the obligations of the Contractor under this contract, including liquidation of all progress payments hereunder, title to all property (or the proceeds thereof) which had not been delivered to and accepted by the Government under this contract or which had not been incorporated in supplies delivered to and accepted by the Government under this contract and to which title has vested in the Government under this clause shall vest in the Contractor. The provisions of this contract referring to or defining liability for Government-furnished property shall not apply to property to which the Government shall have acquired title solely by virtue of the provisions of this clause.

(e) Risk of Loss. Except to the extent that the Government shall have otherwise expressly assumed the risk of loss of property, title to which vests in the Government pursuant to this clause, in the event of the loss, theft or destruction of or damage to any such property before its delivery to and acceptance by the Government, the

Contractor shall bear the risk of loss and shall repay the Government an amount equal to the unliquidated progress payments based on costs allocable to such lost, stolen, destroyed or damaged property.

(f) Control of Costs and Property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports - Access to Records. Insofar as pertinent to the administration of this clause, the Contractor will (i) furnish promptly such relevant reports, certificates, financial statements, and other information as may be reasonably requested by the Contracting Officer and (ii) give the Government reasonable opportunity to examine and verify its books, records and accounts.

(h) Special Provisions Regarding Default. If this contract is terminated pursuant to the clause entitled "Default", (i) the Contractor shall, upon demand, pay to the Government the amount of unliquidated progress payments and (ii) with respect to all property as to which the Government elects not to require delivery under the clause entitled "Default", title shall vest in the Contractor upon full liquidation of progress payments, and the Government shall be liable for no payment except as provided by the "Default" clause.

(i) Reservations of Rights. The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract. No payment, or vesting of title pursuant to this clause, shall excuse the Contractor from performance of its obligations under this contract, nor constitute a waiver of any of the rights and remedies of the parties under this contract. No delay or failure of the Government in exercising any right, power or privilege under this clause shall affect any such right, power or privilege, nor shall any single or partial exercise thereof preclude or impair any further exercise thereof or the exercise of any other right, power or privilege of the Government.

INTERNAL INFORMATION:

	Reqa. No.	994E-PIC-2502-60	994E-PIC-1504-60
	Yca. No.	60-21541	60-21576
STATOTHR	Proc. Chgbl.	9755-1017-0176	0755-1021-0178
	Reqa. cy to:	PIC [REDACTED]	
STATOTHR	Alnt. No.	09755-1017-0176	"
	Contract No.	[REDACTED]	
	Task Order No.	[REDACTED]	
	Supplement No.		

I CERTIFY THAT FUNDS ARE AVAILABLE:

STATOTHR **Obligation Reference No.** 2502 -- 1504

Charge to Allotment No. 9755-1017-0176 -- 0755-1021-0178

/s/ [REDACTED] - **Authorizing Officer**

Contractor's Mailing Address:

STATOTHR [REDACTED]

Contracting Officer's Address:

CIA

- STATOTHR **Classified SECRET internally** [REDACTED]
- STATOTHR **Unclassified** [REDACTED]
- U. S. Government non-traceable check**
- U. S. Government Check**
- Cashiers check on the bank of**

PRECEDENCE Approved	
	HAND CARRY - EXPEDITE
	PRIORITY
X	ROUTINE

For Release 2001/08/13 : CIA-RDP78B04747A00100050011-1

DATE: 9 August 1960

PIC - TECHNICAL DEVELOPMENT BOARD
ROUTING SLIP

FROM: **Ch/AS/PIC**

STATINTL

SEQUENCE	TO	FOR YOUR						RETURN	SEE REMARKS BELOW
		INFORM	COMMENT	APPROVAL	ACTING	ROUTING	FILE		
	CHAIRMAN (SA/DIR)								
1	VICE-CHAIRMAN (C/DMD) <i>X</i>	X						X	
	EXECUTIVE AGENT (C/TISD)								
2	EXECUTIVE SECT'Y (C/AS)					X			
	CHIEF, PAD								
	CHIEF, PS								

Dutch
Attached for your information is a copy of the [redacted] contract for the 4X Enlarger & Planetary Camera. Please return ASAP. This contract will be filed in the Official Contract File along with other documents pertaining to the contract and is available to you at your request.

AL

(INDICATE SEQUENCE OF ROUTINE BY APPROPRIATE NUMBERING IN COLUMN ONE)

REMARKS: **4X Enlarger for U.S. Army (AMS)**
Approved For Release 2001/08/13 : CIA-RDP78B04747A00100050011-1
Planetary Camera for Navy/PIC