

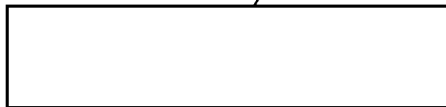
STA

Asst / VADS 7/8/65

Col. _____

For your information

Please pass on to



for his

information and file.

I look forward to working with you. Avil.

COMPLIMENTS OF CARLISLE STATIONERS

STAT

Declass Review by NGA.

94526

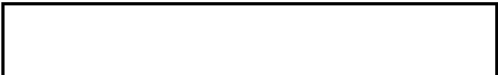
July 8, 1965

STAT



Post Office Box 8043
Southwest Station
Washington, D.C. 20024


Subject: Contract



STAT

Dear Sir:

STAT

The  is pleased to execute the subject contract and two signed copies are returned herewith. The third copy, of the three copies transmitted in your letter of June 28, 1965, is being retained in our file in accordance with your instructions.

In compliance with the request in your transmittal letter, we specifically verify the delivery dates set forth in the contract. Services will be furnished throughout the period of performance of the contract from 1 July 1965 through 30 June 1966 as required by the Contracting Officer and his Technical Representative.

Article VIII Conflict of Interest of the subject contract requires that the Contractor inform the Contracting Officer in writing of the names of all firms and/or individuals by which the Contractor is retained or employed in any respect. In compliance with the requirement the following list is hereby submitted:

a.) Currently active firms:

STAT



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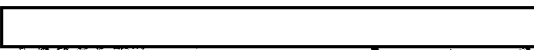


July 8, 1965

We will advise the Contracting Officer of any proposed agreements with firms in addition to the above as required by Article VIII of the subject contract.

In compliance with Article IX "Security Requirements," we assume that receipt of the sponsor's security clearance constitutes approval in writing by the Contracting Officer for assignment of employees to this work. The work assignments to be made in accordance with the clearance level received.

STAT

The  thanks you for the opportunity to provide professional services and is very pleased to enter into this contract. We shall diligently strive to maintain a high caliber of performance to your complete satisfaction.

Very truly yours,



STAT

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Approved For Release 2005/06/23 : CIA-RDP78B04770-2900010016-4
NEGOTIATED CONTRACT (SUPPLIES AND SERVICES)

Budget
B+DS/PPIC

REQUISITION OR OTHER PURCHASE AUTHORITY 66-100,020	CONTRACT/TASK ORDER NO. [Redacted]
--	---------------------------------------

ISSUING OFFICE [Redacted]	NAME [Redacted]	ADDRESS Post Office Box 8043 Southwest Station Washington, D.C. 20024
------------------------------	--------------------	--

CONTRACTOR	
NAME [Redacted]	ADDRESS [Redacted]

CONTRACT TITLE: Technical Services for In-House Backup

APPROPRIATION AND OTHER ADMINISTRATIVE DATA: [Redacted]

SEARCH RECORDING

~~CA~~ _____

~~D/CA~~ _____

~~REG~~ _____

~~SB~~ _____

~~CA~~ _____

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 California, 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 1965.

SIGNATURES (Type or print all names under all signatures)	
CONTRACTOR [Redacted]	THE UNITED STATES OF AMERICA
BY [Redacted]	BY [Redacted] CONTRACTING OFFICER
TITLE	
WITNESSES (In case of corporation, witnesses not required, but certificate on the reverse must be completed.)	

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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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Contract/Task Order No. [redacted] Page 2 of Pages 8 25X

ARTICLE I - SCOPE OF WORK:

The Contractor shall provide such services as may be set forth in specific Tasks under this Contract.

ARTICLE II - PERFORMANCE OF SERVICES:

The extent and character of the work to be done by the Contractor under this Contract shall be subject to the supervision, direction, control and approval of the Contracting Officer or his authorized Technical Representative.

ARTICLE III - PERIOD OF PERFORMANCE:

The Contractor shall furnish services as set forth in this Contract at such times as may be required by the Contracting Officer or his Technical Representative during the period 1 July 1965 through 30 June 1966.

ARTICLE IV - COMPENSATION/FUNDING:

There is hereby obligated for the aforesaid services an amount of [redacted] subject to the availability of Fiscal Year 1966 Funds, for services to be performed during the period 1 July 1965 to 30 June 1966. The obligated amount is, as indicated, an estimated amount, it being understood that complete reimbursement and payment for the aforesaid services by the Contractor shall be in accordance with Section F, hereunder, entitled, Time and Material Provisions.

ARTICLE V - PAYMENTS:

(a) Hourly Rates:

<u>CATEGORY</u>	<u>RATES PER HOUR</u>
Principal Associate	[redacted]
Senior Associate	
Senior Designer	
Clerical	

(b) Materials (Including Subcontracts):

Any materials furnished by the Contractor at the request of the Technical Representative of the Contracting Officer shall be at net cost to the Contractor.

[redacted]

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(c) Records:

The Contractor agrees to make available at the office of the Contractor at all reasonable times during the period of performance hereunder and for three (3) years thereafter any of the Time Records for inspection or audit by the Contracting Officer or his duly authorized representative.

ARTICLE VI - GOVERNMENT-FURNISHED EQUIPMENT:

Government owned equipment in the Contractor's possession shall be maintained, controlled and accounted for in accordance with Article 11 entitled "Government Property" under Section F, hereunder.

ARTICLE VII - TRAVEL:

Travel expenses shall be reimbursed as follows:

- (a) Necessary travel expenses actually incurred by employees of the Contractor in performance of work under this Contract.
- (b) Travel by automobile for required travel of employees of the Contractor under this Contract shall be reimbursed at a rate not to exceed ten cents (\$.10) per mile and such reimbursement shall be considered in lieu of the actual costs of such travel.
- (c) Subsistence expenses actually incurred by employees of the Contractor in the performance of work hereunder shall be reimbursed at a rate not to exceed \$20.00 per day.

ARTICLE VIII - CONFLICT OF INTEREST:

The Contractor shall, at the commencement of this Contract, inform the Contracting Officer in writing of the names of all firms and/or individuals by which the Contractor is retained or employed in any respect. Thereafter, the Contractor shall, prior to concluding any agreement with a firm and/or individual, advise the Contracting Officer of the proposed agreement and such agreement shall not be entered into by the Contractor without the prior written consent of the Contracting Officer.

ARTICLE IX - 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

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information 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.

The provisions of the "Security Requirements for Contractors" and the "Contractor's Secrecy and Security Agreement", copies of which have been furnished to the Contractor, are incorporated herein by reference.

When it is deemed necessary to disclose classified information to a sub-contractor to accomplish the purposes of this Contract, the Contractor will request permission of the Contracting Officer prior to such disclosure. Upon the granting of permission, the Contractor shall cause to be inserted in all subcontracts under this Contract a provision similar to this article.

TASK NO. I

ARTICLE I. STATEMENT OF WORK

Item 1. SPECIAL VISITATIONS

The Contractor shall make visitations to the firms listed below as directed by the Technical Representative of the Contracting Officer for a specific investigation. Each individual visitation shall be requested by the Technical Representative of the Contracting Officer.

LIST OF FIRMS

X1 (a) [Redacted]
"Application of the Linear Phasolver to sub-micron measuring techniques and equipment."

X1 (b) [Redacted]
"Application of Phosphor Screens to Projection viewing Techniques and equipment."

(c) [Redacted]
"Research Program on Application of liquid/air bearings to film processing utilizing the HFA/5 and related equipment and design and

Name of Contractor

X1 [Redacted]

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manufacture of the wide film ~~Separation~~ *SEPRATRON* Processor."

(d)

[Redacted]

"Solid state counters for measuring engines." 25X

(e)

[Redacted]

(f)

ARTICLE II. CHANGES

It is mutually understood and agreed that the Contracting Officer may add to the above lists such additional firms as may be required and may delete from the said lists firms for which the services of the Contractor are no longer required.

ARTICLE III. REPORTS

The Contractor shall furnish technical reports (five copies) of investigations and evaluations performed. Two copies of each technical report shall be forwarded directly to the Contracting Officer and three copies forwarded directly to the Technical Representative.

ARTICLE IV. TECHNICAL CONFERENCES:

At such times as may be required by the technical representative of the Contracting Officer visits shall be made to the premises of the Sponsor in Washington, D. C. by Contractor personnel for the purpose of conferring with the said technical representative of the Contracting Officer regarding problems arising under the Sponsor's contracts with the firms listed in ARTICLE I of this Task or for the purpose of orientation and briefings on pertinent technical aspects of such contracts.

TASK NO. II

ARTICLE I. STATEMENT OF WORK

The Contractor shall conduct studies and investigations for accomplishing the objectives of this task. The work encompassed in this task is preliminary and pathfinding in nature and the specifics may be revised from time to time by the Technical Representative of the Contracting

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Officer. If certain items warrant further work beyond the preliminary and pathfinding phase and require more extensive work than is appropriate for this task, then those items shall be set forth in separate tasks if performed by the Contractor.

1. Submicron measurement error analysis

Evaluate the physical and metallurgical properties of materials used in measuring engine construction to determine comparative suitability to submicron measuring. Materials to be considered are: meehanite, steel, granite, aluminum, magnesium and glass, and other materials that may be particularly suitable. Evaluate physical properties and structural concepts appropriate to achievement of vibration levels and structural rigidity compatible with submicron measuring requirements. Evaluate methods of measuring the small vibration levels expected in a high performance structure.

2. Signal strength of broadcast radiation of closed-circuit TV

Determine test facilities needed and rental cost and closed-circuit TV equipment needed and rental cost (if any) or loan arrangements. Determine what applicable data are available from manufacturers.

3. Special purpose microscopes, magnifiers, and accessories

Obtain and evaluate information as directed by the Technical Representative of the Contracting Officer. Investigate application of closed-circuit TV to microscope viewing.

4. Automatic target recognition

Obtain and evaluate information as directed by the Technical Representative of the Contracting Officer. Investigate "Terrain texture discrimination" as a simplified initial phase of automatic target recognition.

5. Lamps for Rear Projection Viewers

(a) Contractor shall review literature and make an economic and performance per watt profile of the types of lamps applicable to rear projection viewers such as 1000 watt XENON, MERCURY XENON, Quartz Iodine, and Lungston. Performance analysis shall include estimates of heat rejection, visible light level and spectral distribution obtainable from band pass filters.

Name of Contractor

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(b) Consultants: The analysis and report preparation will be accomplished jointly by [redacted] In this connection, Contractor is authorized to utilize the services of [redacted] as a consultant at a fee not to exceed [redacted]. The total amount for consultant services will not exceed [redacted] without the prior written authorization of the Contracting Officer.

6. Evaluation Criteria

In order for the customer to establish an in-house capability to evaluate new systems and concepts, some guidelines are desired. To this end, effort on this task will be devoted to determining specific procedures for evaluating:

- (a) Information productivity of new systems and concepts.
- (b) The impact on exploitation methods for extracting the information productivity of new systems and concepts.

7. Autocorrelation Function

Establish the character of suitable input objects (such as edge, line, noise) for the unambiguous extraction of the line spread function and/or the modulation transfer function from computations of the autocorrelation function.

Determine the experimental procedure for digital computer or electronic analogue computation of the autocorrelation function from microdensitometer traces of the photographic images of the above objects.

To determine whether the spatial power spectrum of a scene can be derived from measurements of the autocorrelation function of a photograph of the scene:

- (a) Review literature on measurement of terrain characteristics
- (b) Examine the changing nature of the power spectrum computed from the autocorrelation function of a specific area of the scene as the altitude increases.

8. Laser Metrology

Investigate the use of the helium neon gas laser for measuring engine applications. The use of a laser interferometer and fringe counting for measuring length has problems with counting rate and with vibration and thermal gradients interfering with counting. There are certain precautions which must be taken. Use of a pair of lasers may be more applicable by establishing a controlled heat frequency on the length to be measured which can be phase compared

Name of Contractor
[redacted]

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to a fixed length.

ARTICLE II. CHANGES

It is mutually understood and agreed that the Contracting Officer may add such additional objectives to this task as may be required and may delete objectives for which the services of the Contractor are no longer required.

ARTICLE III. REPORTS

The Contractor shall furnish technical reports (five copies) of investigations and evaluations performed. Two copies of each technical report shall be forwarded directly to the Contracting Officer and three copies forwarded directly to the Technical Representative.

MONTHLY REPORTING

Pursuant to the work under Task No. I and Task No. II of this Contract, it is understood and agreed that Contractor shall furnish monthly narrative reports covering work performed during the reporting period. The Contractor shall also furnish such other reports on specific items relative to supra Tasks as may be requested by the Technical Representative of the Contracting Officer.

INVOICE INSTRUCTION

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

GENERAL PROVISIONS

The General Provisions cited on the signature page of this Contract shall consist of Sections A & F, attached hereto and made a part hereof. In the event of any discrepancy between the foregoing and the General Provisions, the foregoing shall apply.

X1 NAME OF

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