

C O N F I D E N T I A L

035711
17-111-2

NEGOTIATED CONTRACT (SUPPLIES AND SERVICES)

REQUISITION OR OTHER PURCHASE AUTHORITY [] CONTRACT/TASK ORDER NO. 25X1

ISSUING OFFICE [] 25X1

CONTRACT FOR Scientific and Technical Backup for Research Programs AMOUNT 25X1

APPROPRIATION AND OTHER ADMINISTRATIVE DATA Defense Order rating D0- C9 Certified under DMS regulation No. 1
Certification of the assigned D0 rating on this contract shall be as follows:
[] assigned Contract No. 25X1
Use of this D0 rating is mandatory on all subcontracts and purchase orders over \$500.00.

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. (Sections A & F attached)

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 67.

SIGNATURES (Type or print all names under all signatures)

[] THE UNITED STATES OF AMERICA 25X1
BY [] 25X1
TITLE [] 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.

C O N F I D E N T I A L

GROUP I

Excluded From Automatic

(When Filled In) Downgrading and Declassification

(When Filled In)

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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(SCHEDULE)

25X1

SCOPE OF WORK:

The Contractor shall furnish the services of such qualified personnel as may be required to provide scientific and technical backup in the areas of Photo-Optics. Photographic Process and Experimental Data Porcessing for in-house research programs to be conducted by Government personnel.

PERFORMANCE OF SERVICES:

- a. 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.
- b. The Contractor agrees to furnish sufficient personnel of the labor categories specified in the clause entitled "COMPENSATION/FUNDING" of this contract to assure successful prosecution of the work.

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 authorized Technical Representative during the period of 1 July 1967 through 30 June 1968.

25X1

a. Category:

- Senior Scientist
- Executive Engineer
- Staff Engineer Scientist
- Senior Engineer Scientist
- Project Engineer Scientist
- Engineer Scientist
- Designer
- Senior Draftsman
- Draftsman
- Programmer
- Master Technician
- Senior Technician
- Technician
- Key Punch Operator

25X1

25X1

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C O N F I D E N T I A L

GROUP 1
EXCLUDED FROM AUTOMATIC DOWNGRADING
AND DECLASSIFICATION

C O N F I D E N T I A L

(SCHEDULE)

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Computer Operator
 Technical Editor
 Technical Illustrator
 Publication Clerk

b. Materials:

Any materials furnished by the Contractor at the request of the Contracting Officer or his authorized Technical Representative shall be at net cost to the Contractor plus a 7.14 percent handling charge.

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.

d. Payments:

The Contractor shall be reimbursed hereunder in accordance with Article 5 of Section F, Time and Material Provisions, attached to and made a part of this contract.

e. Government-Furnished Property:

Government-owned property in the Contractor's possession shall be maintained, controlled and accounted for in accordance with Article 11 of Section F, Time and Material Provisions, attached to and made a part of this contract.

f. Leased Equipment:

Charges for use of Leased Equipment incurred under this contract must receive the prior approval of the Technical Representative of the Contracting Officer.

TRAVEL:

Travel expenses shall be reimbursed as follows:

- a. Necessary travel expenses actually incurred by employees of the Contractor in performance of the work under this contract. Less than first class transportation shall be used whenever possible.
- b. Subsistence expenses actually incurred by employees of the Contractor under this contract shall be reimbursed at a rate not to exceed SIXTEEN DOLLARS (\$16.00) per day.

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 AND DECLASSIFICATION

C O N F I D E N T I A L

(SCHEDULE)

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NO.

REPORTS:

The Contractor shall furnish reports on such subjects and at such intervals as may be required by the Contracting Officer or his authorized Technical Representative.

SECURITY:

The work to be performed hereunder is UNCLASSIFIED.

The association of the sponsor with the services being procured hereunder is classified CONFIDENTIAL. This classified information shall be divulged only on a need-to-know basis and then only to those who have been authorized in writing by this Government component to have access to classified information. Correspondence originated by the Contractor and/or data to be submitted hereunder, the contents of which contain classified information, or refer to the name and/or address of the Contracting Officer shall be stamped by you with the classification of CONFIDENTIAL.

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