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|---|--|---|--------------------|------------------------------|------|
| NEGOTIATED CONTRACT | | CONTRACT/TASK ORDER NO. <div></div> | | 25X1 | |
| ISSUING OFFICE | | | | | |
| NAME <div></div> | | ADDRESS <div></div> | | | 25X1 |
| CONTRACTOR | | | | | |
| NAI <div></div> | | | | | 25X1 |
| CONTRACT FOR The Contractor shall furnish the services of personnel and facilities for a study of Microdensitometer Capability and Interpretation Study. | | | | AMOUNT <div></div> | |
| MAIL INVOICES TO | | 25X1 | 24 MAR 1964 | | |
| Issuing Office | | | | | |
| APPROPRIATION AND OTHER ADMINISTRATIVE DATA | | | | | |
| 25X1 | | | | | |
| <p>This negotiated contract is entered into pursuant to Statutory Authority and any required determination and findings have been made.</p> <p>THIS CONTRACT is entered into as of <u>2 March</u>, 19<u>64</u>, by and between the United States of America hereinafter called the Government, represented by the Contracting Officer executing this contract and _____</p> <p>(i) a corporation organized and existing under the laws of the State of _____</p> <p>(ii) a partnership consisting of _____</p> <p>(iii) an individual trading as _____</p> <p>hereinafter called the Contractor. The parties hereto agree that the Contractor shall furnish and deliver all the supplies and perform all the services set forth in the attached Schedule, for the consideration stated therein.</p> | | | | | |

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Declass Review by NIMA/DOD

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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SCHEDULE

SCOPE OF WORK:

The Contractor shall furnish the services of personnel and facilities for a Study of Microdensitometer Capability and Interpretation. Such study shall be performed in accordance with the Contractor's technical proposal, dated 10 June 1963, as confirmed by the Contractor's proposal of 22 January 1964, both proposals being hereby incorporated in this Contract by reference and made a part hereof.

DELIVERABLE ITEMS:

1. Monthly Progress Reports in triplicate, covering the following:
 - a. Current status of Study.
 - b. Current status of expenditures under the Contract.
2. Handbook of Microdensitometry to be delivered upon completion of Task I as set forth in the section of the Contractor's proposal of 10 June 1963 entitled "Documentation B.1".
3. Final Report to be delivered upon completion of Tasks II and III as set forth in the section of the Contractor's proposal of 10 June 1963 entitled "Documentation B.2".

SPECIAL PROVISIONS:

One (1) copy of the above listed Handbook and Final Report may be retained by the Contractor. However, neither of these documents, nor any portion thereof, may be revealed to an outside source, including other Government Agencies, without the express written approval of the Contracting Officer.

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PERIOD OF PERFORMANCE:

The work to be performed under this Contract shall be accomplished during the period of 2 March 1964 to 2 January 1965.

NON-PUBLICITY:

It is a specific condition of this agreement that the Contractor shall not use or allow to be used any aspect of this agreement for publicity or advertisement purposes. The Contractor may request a waiver of the foregoing but shall not deviate therefrom unless so authorized in writing by the Contracting Officer.

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S C H E D U L E

SECURITY REQUIREMENTS:

The Item per se under this contractual document is UNCLASSIFIED.

The association of the sponsor with the item being procured hereunder is classified CONFIDENTIAL. The 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 refers to the name and/or address of the Contracting Officer, shall be stamped by you with the classification of CONFIDENTIAL.

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ADDITIONAL GENERAL PROVISIONS

ALLOWABLE COST, FIXED FEE, AND PAYMENT:

(A) THE FIXED FEE APPLICABLE TO WORK HEREUNDER SHALL NOT EXCEED ~~SIX~~ PERCENT (6%) OF THE ESTIMATED COST AUTHORIZED IN THE CONTRACT OR IN TASK ORDERS HEREUNDER. NO ADDITIONAL FIXED FEE IN EXCESS OF THE AMOUNT INITIALLY AGREED UPON SHALL BE PAID THE CONTRACTOR UNLESS AUTHORIZED BY A WRITTEN SUPPLEMENT INCREASING THE SCOPE OF PERFORMANCE AND THE AMOUNT OF THE FIXED FEE TO BE PAID THEREFOR.

(B) FOR THE PURPOSE OF ACCOMPLISHING PROGRESS PAYMENTS ON THE FIXED FEE, EACH BILLING FOR ALLOWABLE COSTS SHALL HAVE ADDED THERETO A SUM EQUAL TO ~~SIX~~ PERCENT (6%) OF THE AMOUNT BILLED, SUBJECT TO THE PROVISIONS OF PARAGRAPH (C) OF THIS ARTICLE.

(C) IN DETERMINING THE COST OF PERFORMING WORK HEREUNDER PURSUANT TO THE PROVISIONS OF THIS ARTICLE, IT IS UNDERSTOOD AND AGREED, WITHOUT LIMITING THE GENERALITY OF PART 2, SECTION XV, ARMED SERVICES PROCUREMENT REGULATION, THAT THE ALLOWABLE COSTS OF THE PERFORMANCE OF THIS CONTRACT SHALL INCLUDE THE NECESSARY COST OF THE DIRECT ITEMS DESCRIBED IN SUBPARAGRAPHS (I) THROUGH (VI) BELOW, WHEN INCURRED BY THE CONTRACTOR AND ACCEPTED AS SUCH COSTS BY THE GOVERNMENT.

(I) PREMIUMS PAID FOR OVERTIME HOURS WORKED BY DIRECT LABOR EMPLOYED IN THE PERFORMANCE OF WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH ARTICLE 39 OF THE GENERAL PROVISIONS.

(II) TRANSPORTATION EXPENSES (EXCLUDING LOCAL TRANSPORTATION EXPENSE) ACTUALLY INCURRED BY EMPLOYEES OF THE CONTRACTOR IN PERFORMANCE OF THE WORK UNDER THIS CONTRACT. TRANSPORTATION BY AUTOMOBILE FOR REQUIRED TRAVEL OF EMPLOYEES UNDER THIS CONTRACT SHALL BE REIMBURSED AS SET FORTH IMMEDIATELY BELOW, AND SUCH REIMBURSEMENT SHALL BE CONSIDERED TO BE IN LIEU OF THE ACTUAL COSTS OF SUCH TRANSPORTATION. SUBSISTENCE EXPENSES OF EMPLOYEES OF THE CONTRACTOR WHILE IN TRAVEL STATUS SHALL BE AS SET FORTH IMMEDIATELY BELOW.

(A) THE ALLOWABLE RATE PER MILE FOR AUTOMOBILE TRAVEL SHALL BE ~~twelve~~ (.12) cents.

(B) SUBSISTENCE EXPENSES SHALL BE AS FOLLOWS:

1. For Department Heads - TWENTY DOLLARS AND NO CENTS (\$20.00) per day.
2. For other personnel - EIGHTEEN DOLLARS AND NO CENTS (\$18.00) per day.

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(iii) TRAVEL PROPOSED TO OVERSEAS DESTINATIONS, ALASKA, HAWAII, AND TO SYMPOSIA, CONFERENCES AND OTHER SIMILAR MEETINGS FOR WHICH REIMBURSEMENT MAY BE CLAIMED HEREUNDER, SHALL BE AUTHORIZED IN ADVANCE IN WRITING BY THE CONTRACTING OFFICER. IN THE EVENT THAT TIME WILL NOT PERMIT THE CONTRACTOR TO OBTAIN ADVANCE APPROVAL, A WRITTEN REPORT OF THE TRAVEL ACCOMPLISHED SHALL BE SUBMITTED TO THE CONTRACTING OFFICER FOR RATIFICATION PRIOR TO CLAIMING THE TRAVEL AS AN ITEM OF COST.

(iv) TRAVEL WITHIN THE CONTINENTAL LIMITS OF THE UNITED STATES (THIS DOES NOT INCLUDE THE STATES OF ALASKA AND HAWAII) DOES NOT REQUIRE THE PRIOR APPROVAL OF THE CONTRACTING OFFICER PROVIDED THE TRAVEL IS AUTHORIZED AND PERFORMED IN ACCORDANCE WITH THE CONTRACTOR'S REGULAR ESTABLISHED POLICIES AND PRACTICES AND THAT IF IN THE PERFORMANCE OF TRAVEL, OTHER BUSINESS NOT SOLELY RELATED TO THIS CONTRACT IS CONDUCTED, THE CONTRACTOR SHALL PRORATE THE COSTS AS APPLICABLE. TRAVEL PERFORMED UNDER THIS SUBPARAGRAPH SHALL BE SUBJECT TO REVIEW AND DETERMINATION AS TO THE ALLOWABILITY OF THE COSTS THEREOF BY THE CONTRACTING OFFICER.

(v) IN CONNECTION WITH THE APPROVAL OF TRAVEL COVERED IN (iii) AND (iv) ABOVE, THE CONTRACTOR SHALL SET FORTH IN DETAIL THE PURPOSE, DATES, MODES AND POINTS OF TRAVEL, AND THE NUMBER OF EMPLOYEES PERFORMING SUCH TRAVEL.

(vi) SUCH OTHER ITEMS NOT EXPRESSLY EXCLUDED BY OTHER PROVISIONS OF THE CONTRACT AS SHOULD, IN THE OPINION OF THE CONTRACTING OFFICER, BE INCLUDED IN THE COST OF THE WORK CALLED FOR IN THIS CONTRACT. ANY SUCH ITEMS SHALL BE SPECIFICALLY CERTIFIED BY THE CONTRACTING OFFICER AS BEING ALLOWED UNDER THIS SUBPARAGRAPH.

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(SIGNATURES)

CONTRACT NO.

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The rights and obligations of the parties to this contract shall be subject to and governed by the Schedule and the General Provisions. To the extent of any inconsistency between the Schedule or the General Provisions, and any specifications or other provisions which are made a part of this 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.

CONTRACTOR REPRESENTS (Check appropriate boxes)

(1) (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 Fed. Reg., Title 13, Ch. II, Part 103, 21 Fed. Reg. 9709, which contains the detailed definitions and related procedures,) (b) that it ☐ has, ☐ has not, previously been denied a Small Business Certificate by the Small Business Administration, and (c) if Contractor is a regular dealer, it also represents that all supplies to be furnished thereunder ☐ will, ☐ will not, be manufactured or produced in the United States or its Territories or possessions by a small business manufacturer or producer.

(2) (a) That it ☐ 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 it ☐ 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 Reg., Title 44, Secs. 150.7 and 150.5(d), Fed. Reg., Dec. 31, 1952, Vol. 17, No. 253.)

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

THE UNITED STATES OF AMERICA

By _____

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WITNESSES

(CONTRACTOR)

By _____

NOTE.—In case of corporation, witnesses not required but certificate below must be completed. Type or print names under all signatures.

(TITLE)

(ADDRESS)

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)

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