

**NEGOTIATED CONTRACT**

847

NAME

NAME

**CONTRACT FOR**

Contractor shall design and fabricate one (1) Field Sine Wave Test Device

**MAIL INVOICES TO**

Issuing Office

1 6 DEC 1964

**APPROPRIATION AND OTHER ADMINISTRATIVE DATA**

25X1A

25X1A

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 as of 15 December, 1964, by and between the United States of America hereinafter called the Government represented by the Contracting Officer executing this contract and \_\_\_\_\_

(i) a corporation organized and existing under the laws of the State of \_\_\_\_\_

(ii) a partnership consisting of \_\_\_\_\_

(iii) an individual trading as \_\_\_\_\_

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.

**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.

(SCHEDULE)

CONTRACT/TASK ORDER NO.

25X1A

SCOPE OF WORK:

The Contractor shall design and fabricate one (1) prototype Field Sine Wave Test Device in accordance with the Contractor's proposal entitled "Testing Proposal for Sine Wave Testing Equipment", dated March 27, 1964, which is incorporated herein by reference and made a part of this Contract.

PERIOD OF PERFORMANCE:

The period of performance under this Contract shall be 15 December 1964 to 15 September 1965.

DELIVERABLE ITEMS:

1. One (1) prototype Field Sine Wave Test Device.
2. Monthly narrative reports (five copies) to include:
  - a. Current status of work.
  - b. Problem areas encountered.
  - c. Projected work for next monthly period.
  - d. Status of fund expenditures to end of monthly period.
  - e. Documentation of any verbal commitments and/or agreements with the Technical Representative of the Contracting Officer during the reporting period.

DELIVERY:

In the event any item under this Contract is personally delivered to the Technical Representative of the Contracting Officer, a signed receipt, in duplicate, must be obtained from said representative and one copy attached to any invoice submitted for reimbursement for such item(s). Failure to do so will result in suspension of payment ~~without~~ *since the evidence of delivery.* *Disbursing officer is prohibited from making payment without evidence of delivery.*

CONSIGNEE ADDRESS:

25X1A

NAME OF CONTRACTOR

**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.

GROUP 1  
EXCLUDED FROM AUTOMATIC DOWNGRADING  
AND DECLASSIFICATION

(SCHEDULE)

CONTRACT/TASK ORDER NO.

25X1A

CONTRACT COST:

25X1A

CONTRACT FEE:

The fee for performance of this Contract shall be determined by application of performance and cost incentives as follows:

1. Resolution:

Spatial frequency capability of the instrument will be evaluated on three levels of performance:

- a. 228 1/mm (minimum acceptable)
- b. 600 1/mm (minimum acceptable)
- c. 1040 1/mm (minimum acceptable)

25X1A

Test targets for requirements in excess of 228 1/mm will be provided as Government Furnished Equipment.

2. Accuracy of Modulation Transfer Function Measurement:

The accuracy and precision of the equipment shall be demonstrated by the following procedure:

A microscope objective of high quality [ ] or equal) is to be placed in a finite fixture having an adjustable aperture stop. This stop shall be circular and shall be adjusted to allow the lens to operate in a diffraction-limited mode. The diffraction limit shall be a lower frequency than the highest frequency on the testing target. The fixture shall also permit longitudinal focal shifts of 0, 1/4, 1/2, 3/4, and 1 wave of defocussing.

25X1

The sine-wave testing device shall be used to measure the transfer function of the lens under these conditions of focal shift. Measurements shall be made for at least two different aperture stops. Comparison of measured and calculated transfer curves shall fall within:

- a. ten (10) per cent (Target).
  - b. five (5) per cent (Incentive Goal).
- For achieving Incentive Goal fee to

NAME OF CONTRACTOR

## 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.

GROUP 1  
EXCLUDED FROM AUTOMATIC DOWNGRADING  
AND DECLASSIFICATION

(SCHEDULE)

CONTRACT/TASK ORDER NO.

25X1A

COST:

The Contract Fee shall be subject to the application of a cost incentive on an 80\*-20 share line on all costs under or over target cost.

\*Government Share

The total Contract Fee shall be determined in accordance with the attached "ALLOWABLE COST, INCENTIVE FEE AND PAYMENT" clause which is incorporated herein and made a part of this Contract.

GOVERNMENT FURNISHED EQUIPMENT:

Should the use of a microdensitometer be required for performance of this Contract the Contractor shall request the written approval of the Contracting Officer for rental of this equipment. If such equipment rental is found, by the Technical Representative of the Contracting Officer, to be not feasible the Government will provide a microdensitometer of the type required for performance of this Contract as Government-Furnished Equipment.

Use and accountability for all Government-Furnished Property shall be in accordance with the provisions of the attached "Government-Furnished Property" clause which is incorporated herein and made a part of this Contract.

PRODUCTION CONTRACT:

The Contractor agrees, as a part of this Contract, that if, as a result of the satisfactory evaluation of the prototype Field Sine Wave Test Device to be delivered under this Contract, the Government desires to award a subsequent Contract for production of a number of units of this equipment the Contractor will negotiate a fixed-price-incentive-fee Contract.

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.

SECURITY REQUIREMENTS:

The equipment to be delivered hereunder is UNCLASSIFIED.

The association of the sponsor with the equipment being procured hereunder is classified CONFIDENTIAL. This classified information

NAME OF CONTRACTOR

25X1A

**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.

GROUP 1  
EXCLUDED FROM AUTOMATIC DOWNGRADING  
AND DECLASSIFICATION

(SCHEDULE)

CONTRACT/TASK ORDER NO.

25X1A

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.

NAME OF CONTRACTOR

25X1A

## 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.

GROUP 1  
EXCLUDED FROM AUTOMATIC DOWNGRADING  
AND DECLASSIFICATION

(SIGNATURES)

CONTRACT NO.

25X1A

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 \_\_\_\_\_

25X1A

(CONTRACTING OFFICER)

**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)

**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.

GROUP 1  
Excluded from automatic  
downgrading and  
declassification

