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File #998485

NPIC/TTR/D-754-67
16 March 1967

G-Cont 4 Cont

MEMORANDUM FOR: Chief, Procurement Division, OL

THROUGH : Chief, Support Staff, NPIC

SUBJECT : Redirection of Effort Under Contract [redacted]

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1. In June of 1965, NPIC entered into a CPIC contract for [redacted] with [redacted] for the development of an automatic Multiple Image Integration System. This project was to be accomplished in two phases:

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- a. A feasibility and breadboard phase.
- b. Design and fabrication of a prototype.

2. In December of 1965, [redacted] submitted a report covering the feasibility and breadboard phase and proposing the type of instrument to be fabricated in Phase 2. In February 1966, the technical monitor requested that additional information be submitted in a supplemental report. In the succeeding months, [redacted] submitted additional information, new proposals for Phase 2 and proposed changes of scope for Phase 2. [redacted] and NPIC technical personnel have come to the conclusion that while this instrument can be built it will not produce the results required for our high resolution photography.

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3. Nevertheless, some extremely useful information on electronic image correlation and image registration was developed during the Phase 1 feasibility study. The work carried out in these two areas is directly applicable to the Automatic Stereo Scanning Program [redacted] and the High Precision Stereo Comparator project [redacted]. It is highly desirable that the productive research be continued in these areas.

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4. There is approximately [redacted] of unexpended FY-65 funds remaining in [redacted]. It is requested that [redacted] efforts under this contract be redirected to carry out the following three tasks as described in the attached proposal:

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Declass Review by NGA.

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downgrading and
declassification

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SUBJECT: Redirection of Effort Under Contract

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- a. Distortion Feedback Servo Loop Stability.
- b. Registration Correction Accuracy.
- c. Image Dissector Scan Distortion.

5. The funding of these three tasks is estimated to be plus a fixed fee of chargeable against Contract . Recommendations for further tasks in this area will more than likely be made at the conclusion of these three tasks.

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Assistant for Technical Development, NPIC

Attachments: Proposed Image Correlation Test Programs

Distribution:

- Orig & 1 - Addressee
- 1 - Ch/SS
- 1 - Asst/TD
- 1 - Ch/DS
- ✓2 - Ch/ESB

NPIC/TDS/D: (16 Mar 67)

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File Copy 798480

[Redacted]

25X1

Copy 3 of 12.

1 March 1967

B-Sec Action

SUBJECT: Contract [Redacted]

Gentlemen:

Enclosed is a proposal for a series of tests to be conducted as a partial replacement of Phase II of the subject contract. Recommendations for further effort in this area can be made at the conclusion of this test series. The enclosure includes a statement of work and the related cost estimates. It is proposed that this statement serve to modify the one that is currently set forth on page 2 of the contract schedule.

The proposed effort is estimated at [Redacted]. A detailed cost breakdown is attached. Since the costs incurred to date for Phase I are [Redacted] the proposed scope of work can easily be completed within the present total contract value of [Redacted].

This proposal is based on the availability of image dissector tubes and yokes to be purchased under the Stereo Scanner Contract [Redacted]. In the event that approval to proceed on these tests is received prior to the approval of Phase II of the stereo scanner program, it would be extremely desirable to initiate the purchase of the image dissector tubes under this contract to minimize the effect of the three month lead time on these tubes. For this reason, the materials costs on this program could increase in the amount of approximately [Redacted] to cover this purchase. It is to be understood that this amount would not be spent on this program if the Phase II of the stereo scanner is approved prior to the actual receipt of the tubes and coils. Failure to receive approval of Phase II of the stereo scanner program would require a revision of Test Series #2 of this proposal, inasmuch as this test series is dependent on that program.

If you have any questions please do not hesitate to contact us, and we look forward to resolution of this matter at an early date.

Very truly yours,

[Redacted Signature]

Manager, Contract Administration

THIS DOCUMENT CONTAINS INFORMATION AFFECTING THE NATIONAL DEFENSE OF THE UNITED STATES WITHIN THE MEANING OF THE ESPIONAGE LAWS, TITLE 18, U.S.C. SECTIONS 793 AND 794, AND THE ATOMIC ENERGY ACT OF 1954, TITLE 42, U.S.C. SECTION 2161. TRANSMISSION OF THIS INFORMATION TO AN UNAUTHORIZED PERSON IS PROHIBITED BY LAW.

JN/bg

cc: Technical Monitor

GROUP 1

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CONFIDENTIAL

Reg. Office/INPIC

998485

NEGOTIATED CONTRACT (SUPPLIES AND SERVICES)

REQUISITION OR OTHER PURCHASE AUTHORITY	CONTRACT/TASK ORDER NO.
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ISSUING OFFICE (Sections A & E attached)

NAME	ADDRESS
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CONTRACTOR

NAME	ADDRESS
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CONTRACT FOR Design and fabrication of prototype Automatic Multiple Image Integration System.	AMOUNT \$
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APPROPRIATION AND OTHER ADMINISTRATIVE DATA

30 JUN 1965

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.

WITNESSE WHEREOF, the parties hereto have executed this contract as of 28 June 1965.

SIGNATURES (Type or print all names under all signatures)

CONTRACTOR	THE UNITED STATES OF AMERICA
BY	BY
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.

GROUP I

Excluded From Automatic Downgrading
And Declassification

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.

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

(SCHEDULE)	CONTRACT/TASK ORDER NO.	PAGE 1 OF 4 PAGES
	[REDACTED]	

SCOPE OF WORK:

The Contractor shall design and fabricate a prototype Automatic Multiple Image Integration System in accordance with the Contractor's Proposal No. [REDACTED] dated 11 May 1965, as revised 24 May 1965, said proposal, as revised, being incorporated herein by reference and made a part of this contract.

PERFORMANCE OF CONTRACT:

The contract shall be performed in two (2) phases as set forth herein:

Phase I

Preliminary Design, Feasibility Demonstration, Final Design Development.

At the completion of Phase I, estimated at four (4) months from the effective date of the contract, firm design goals will be submitted for evaluation by the Technical Representative of the Contracting Officer. Thereafter, a further period of thirty (30) days will be required for evaluation prior to Design Approval.

Phase II

Fabrication, Test and Delivery of Equipment to include Engineering Drawings, Manuals and Installation at Government site.

No work may be performed on any aspect of Phase II prior to receipt by the Contractor of written approval by the Contracting Officer of the Design Report and notice to proceed with Phase II.

PERIOD OF PERFORMANCE:

The period of performance under this contract shall be 28 June 1965 to 28 October 1966.

DELIVERABLE ITEMS:

Phase I

1. Monthly narrative reports 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

NAME OF CONTRACTOR [REDACTED]

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

GROUP 1
EXCLUDED FROM AUTOMATIC DOWNGRADING
AND DECLASSIFICATION

FORM 3-58 1412a

(12-41)

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

(SCHEDULE)

CONTRACT/TASK ORDER NO.

PAGE 2 OF 4 PAGES

[Redacted]

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e. Documentation of any verbal commitments and/or agreements with the Technical Representative of the Contracting Officer during the reporting period.

2. Final Design Report

Phase II

- 1. One (1) prototype Automatic Multiple Image Integration System
- 2. Engineering Drawings (Reproducible)
- 3. Operation and Maintenance Manual (five (5) copies)
- 4. Monthly narrative reports 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.

5. Final Report

DELIVERY:

- 1. Two (2) copies of all reports required under this contract shall be forwarded direct to the Contracting Officer.
- 2. Three (3) copies of all reports required under this contract shall be forwarded to the Technical Representative of the Contracting Officer at the following address:

[Redacted]

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- 3. 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 the said representative and one copy attached to any invoice submitted for reimbursement for such items. Failure to do so will result in suspension of payment, since the Disbursing Officer is prohibited from making payment without evidence of delivery.

NAME OF CONTRACTOR

[Redacted]

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

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(SCHEDULE)

CONTRACT/TASK ORDER NO.

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CONSIGNEE ADDRESS:

[Redacted]

CHANGE OF SCOPE:

Whenever a redirection of effort is required not within the scope originally contemplated, the Contractor may appeal to the Contracting Officer for a written order to perform and a statement that an equitable adjustment in price will be made. Failure to appeal to the Contracting Officer before embarking upon the changed work will not afford protection of the right to additional compensation for such work.

[Redacted]

- 3. The contract target fee will be subject to the application of a cost incentive on an *80-20 share line on all costs under or over target cost for Phase I and Phase II of this contract.
- 4. The contract fee shall be determined in accordance with the attached "ALLOWABLE COST, INCENTIVE FEE AND PAYMENT" clause, which is incorporated in and made a part of this contract, subject to negotiation of performance incentives as follows:
 - a. When the Contractor has received approval of the Design Report, developed under Phase I of this contract, Performance Incentives, will be negotiated for Phase II based upon achievement of certain technical parameters within the system;

or

NAME OF CONTRACTOR

[Redacted]

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

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(SCHEDULE)

CONTRACT/TASK ORDER NO.

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- b. When the Contractor has received approval of the Design Report, developed under Phase I of this contract, a Performance Incentive will be negotiated for Phase II in the form of an Award Fee based upon the overall performance of the equipment as a system.
- 5. In no event shall the fee for this contract be greater than twelve (12) percent nor less than six (6) percent of the target cost.

SECURITY:

The reports and equipment being delivered hereunder are UNCLASSIFIED.

The association of the sponsor with the reports and equipment 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/or address of the Contracting Officer shall be stamped by you with the classification of CONFIDENTIAL.

NAME OF CONTRACTOR

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

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AND DECLASSIFICATION

FORM 1412a
3-58

(12-41)

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TECHNICAL BACKGROUND PROCUREMENT INFORMATION

I. Contractor

A. Name and address:

[Redacted]

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B. Evaluation of previous performance: Previous Performance of this
contractor has been satisfactory.

II. Brief description of this procurement: A two phase contract (1) the design study
and breadboard and (2) the design, fabrication and evaluation of a prototype
System.

Automatic Multiple Image Integration Estimated total amt.

[Redacted]

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A. Deliverable items: One prototype three-channel Multiple Image Integration
System.

B. Is this procurement for other than a standard, "off the shelf" or slightly
modified commercial item? Yes If "yes", is it anticipated that
any more of this unit will be procured? No If so, a complete
set of directly reproducible manufacturing drawings and specifications
would normally be included in this procurement. Comments: NA

C. Will contract cover a period of more than 90 days? Yes, 15 months.
If "yes", are progress reports desired? Yes If so, indicate fre-
quency, content and number of copies desired: Three copies of monthly
progress and expenditure reports.

D. Is any Government-owned property to be provided to the contractor?
No If so, list and indicate its availability (where, when,
etc.)

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E. Is any special tooling involved?

F. Security:

- 1. Association with the Sponsor is Confidential
- 2. The specifications and/or drawings are Unclassified
- 3. The item is Unclassified
- 4. Contractor personnel known to be aware of this proposed procurement:

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- 5. Other security information The required security procedures are in effect at the vendors plant as the result of other Agency contracts.

III. Reasons for selection of this source. If other sources were considered, indicate results. If no other sources were considered, list the reasons why this firm is considered to be uniquely qualified to perform this work.

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was chosen for this development because of their previous unique experience in developing the Automatic Registration Electronic Stereoscope (ARES); considerable investigation of other Government projects concerned with electronic image correlation indicates that possesses the potential for developing a successful system.

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IV. If contract will cover deliverable item(s) state room location where equipment will be installed 18460. (It is extremely important that the Engineering Data Sheet including room location and any other pertinent facts be submitted to NPIC Engineering Section as far as possible in advance of delivery.)

V. Technical contact

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In the event additional space is required, use the reverse side(s) of this form, with a reference to the item number to which the comment applies.

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