

DECLASSIFIED
 Authority: E.O. 13526
 By: L.S. NAVA, Date: 11-18

Memory file

044-ATTN: Mr. Nichols

NEGOTIATED CONTRACT		DEPARTMENT ARMY	EFFECTIVE DATE 28 April 1961	SHEET NO. 1	NO. OF SHEETS 4
REQ NO. OR OTHER PURCHASE AUTH 61-LYN/PR-7044 & A/1	NEGOTIATED PURSUANT TO 10 U.S.C. 2304 (a) (10)	DISCOUNT TERMS NET	CONTRACT NO. DA18-119-sc-1929 File No. 207-LYN-61		
ISSUED BY U.S. Army Signal Procurement Office 9800 Savage Road Ft. George G. Meade, Maryland		MAIL INVOICES TO (in quad) Finance & Accounting Office 9800 Savage Road Ft. George G. Meade, Maryland Attn: COMP-31			
CONTRACTOR (Name and Address) IBM Corporation 1111 Connecticut Avenue, N. W. Washington 6, D. C.		PAYMENT WILL BE MADE BY Finance & Accounting Office 9800 Savage Road Ft. George G. Meade, Maryland			
SHIP TO (Consignee and Address) Transportation Officer Sub-Transportation Office 9808 Savage Road Ft. George G. Meade, Maryland M/F: Supply Officer Ref: P.O.207-LYN-61		DELIVERY F.O.B. <input type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule) <input checked="" type="checkbox"/>	DELIVERY DATE(S) SEE ARTICLE III		

ACCOUNTING AND APPROPRIATION DATA
 (Departmental Overprinting Will Be Authorized)

2112020 16-6111 P2762.1-09 148.01C4 S18-119

CONTRACTOR REPRESENTS

- That it IS, IS NOT, a small business concern. Generally, a small business concern for the purpose of Government procurement is a concern that (1) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (2) is certified as a small business concern by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 103, as amended, which contains the detailed definition and related procedures.) If Contractor is a small business concern and is not the manufacturer of the supplies covered by this contract, it also represents that all supplies to be furnished hereunder WILL, WILL NOT, be manufactured or produced by a small business concern in the United States, its Territories, its Possessions, or The Commonwealth of Puerto Rico.
- That it is a REGULAR DEALER IN, MANUFACTURER OF, the supplies covered by this contract.
- (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 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 to (a) and (b) above as requested by the Contracting Officer. (For interpretation of the representation, including the term "bona fide employee", see Code of Federal Regulations, Title 44, Part 150.)
- That it operates as INDIVIDUAL PARTNERSHIP CORPORATION incorporated in the State of New York

The Contractor agrees to furnish and deliver all the supplies and perform all the services set forth in the attached Schedule, for the consideration stated therein. 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.

The total amount of this contract is \$1,011,394.00

NAME OF CONTRACTOR	UNITED STATES OF AMERICA
BY _____ SIGNATURE DATE	BY _____ SIGNATURE OF CONTRACTING OFFICER DATE
TYPED NAME	ROBERT F. MORONEY TYPED NAME OF CONTRACTING OFFICER
Title _____	

DD FORM 1261
1 DEC 55

REPLACES DD FORMS 351, 351-1 AND 351-2, WHICH ARE OBSOLETE AFTER 1 JUL 59
 "FOR USE UNDER GOVERNMENT CONTRACT ONLY"

GPO 16-72041-1
31 JUL 1961

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SCHEDULE

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ARTICLE I - SUPPLIES AND/OR SERVICES

<u>Item No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
1.	7302-1 Core Storage (Including three (3) months maintenance)	1	Each	\$840,000.00	\$840,000.00
2.	Modification for two (2) Core Storages (Including six (6) months maintenance)	1	Each	171,394.00	171,394.00

ARTICLE II - TECHNICAL SPECIFICATIONS

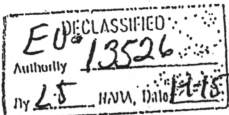
- A. The Memory shall be a standard IBM 7302 Core Storage with the following additional specifications:
- (i) The Memory Storage will be 16,384 words. Each word will consist of 64 information bits and 8 check bits.
 - (ii) The access time to execute a complete read and rewrite cycle will be 2.18 microseconds. This time may be increased by a value less than the basic slot time of the 7950 Memory Bus in order to achieve synchronization.
 - (iii) The Memory shall utilize the cores made to operate at 40°C as per IBM Specification #895442. The Cores will be oiled bathed. The necessary equipment for cooling or heating the oil bath will be supplied as an integral part of the Memory.
 - (iv) The fifth and sixth Core Storages are to include the special Core Storage features for performing the High Speed Clear and the Or to Core Storage functions. Each consecutive word from Memory Array No. 5 and Memory Array No. 6 shall be assigned every second address in the 7950 Computer. These addresses shall begin following the assigned addresses of Core Storages 1, 2, 3 and 4. Core Storage addresses in the first four Core Storages could be interleaved.
 - (v) The Memories will be uniform in construction. They shall be compatible both electrically and logically with the Memory Bus and the rest of the 7950 System. They shall meet the same requirements as the similar memory units already purchased.
 - (vi) The Memory shall be connected to the 7950 System in such a way as to make it possible to service the memories from the SIGMA maintenance console. Manual controls shall be located in such a way as to allow easy access for maintenance. The fixed price of Item No. 1 shall include the cost of Installation and Testing.

ARTICLE III - DELIVERY SCHEDULE

All equipment shall be delivered on or before 31 January 1962. The equipment shall be installed after acceptance by the Government of the 7950 system, but in no case earlier than 31 January 1962.

ARTICLE IV - INSPECTION AND ACCEPTANCE

A. The above equipment will be inspected for checkout purposes as an integral part of the 7950 System, at destination, by the Contracting Officer's Technical Representative.

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- B. Acceptance Testing: Memory Boxes 5 & 6 will be compatible both electrically and logically with existing memory and 7950 System. Core composition and heat dissipation capability will be the same as System Memories. Memory cycle time will be identical to memory in system. Memory Boxes and Feature Frame will be tested as part of the System and accepted as part of the System. They will meet Acceptance Standard identical to standard met by the existing memories in the 7950 System, with regard to speed, logic and reliability.

ARTICLE V - F. O. B. Point

All supplies shall be shipped F. O. B. Contractor's Plant located in Kingston, New York. Government Bills of Lading will be furnished by Sub-Transportation Office, 9808 Savage Road, Fort George G. Meade, Maryland. Attn: LOG-63, upon request, at least fifteen (15) days prior to the date supplies are ready for shipment. Applicable Transportation Funds will be furnished at a later date.

ARTICLE VI - PRESERVATION, PACKAGING AND PACKING

Preservation, Packaging and Packing shall be in accordance with the Contractors best standard commercial practice to assure delivery at destination in a satisfactory condition.

ARTICLE VII - DEFENSE ORDER RATING

- D. O. Rating A7 is certified under DMS Regulation No. 1.

ARTICLE VIII - NON-DISCLOSURE OF INFORMATION

- A. Although the awarding of this contract and the association between the sponsor and the Contractor are basically unclassified information, this information in the interest of National Security will not be publicized.
- B. In addition, the Contractor shall not disclose the following in cases where such disclosure will reveal any of the sponsor's activities:
1. Details or expected sponsor uses of any scientific studies, research, and design services conducted under this contract;
 2. Details or uses of any special systems, equipment, parts or components purchased, developed or fabricated for employment under this contract, insofar as disclosure of such details or uses affords any indication of sponsor's activities; or
 3. Special manufacturing processes employed or developed for employment under this contract;
- to any person not directly engaged in the services or not specifically authorized by the Contracting Officer to receive such information.
- C. Contractor shall have the right to use the technology developed under this contract in its regular course of business without further approval from the Contracting Officer.

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- D. Contractor shall not include any reference to the sponsor or the sponsor's projects in external publications without prior written authorization from the Contracting Officer.
- E. The disclosure of information described in paragraph B above, without the written consent of the Contracting Officer as prescribed herein shall constitute a violation of this provision and may be considered by the Contracting Officer as the basis for termination action.
- F. When prescribed by the Contracting Officer, Contractor agrees to insert in all subcontracts hereunder, provisions which shall conform substantially to the language herein, except that these provisions will not apply to purchase orders for equipment which has been offered to the public by any supplier

BEST COPY
 AVAILABLE

COPY

THE NATIONAL ARCHIVES