

WAR DEPARTMENT
AIR CORPS
MATERIEL DIVISION

Wright Field, Dayton, Ohio
June 5, 1940

NOTICE

SUBJECT: Persons Allowed Access to Wind Tunnel Building in connection with the Evaluation of Data Submitted in accordance with Request for Data R-40D (Engines).

1. In accordance with the requirements of paragraph 2(b)2 of Office Memorandum 40-10, the following Materiel Division personnel are authorized entrance to the Wind Tunnel Building during the period of evaluation of designs submitted under Request for Data R-40D, opening June 7, 1940, when necessary in the performance of their duties pertaining thereto. Persons not on this list or such subsequent lists as may be authorized shall not be allowed access to the Wind Tunnel Building under any circumstances.

Executive Offices

Col. O. P. Echols
Col. G. C. Kenney
Major A. W. Marriner
Major A. R. Crawford
Captain C. S. Irvine
Miss Marjorie Gregg (Steno.)

Experimental Eng. Section
Office Chief of Section

Major F. O. Carroll
Major H. Z. Bogert
Major L. C. Craigie

Engineering Committee

Col. E. R. Page
Major P. H. Kemmer
Major H. H. Couch
Captain D. J. Keirn
Captain D. L. Putt

Contract Administration

Colonel A. E. Jones
Major J. C. Shively
Mr. J. W. Schwinn
Mr. F. E. Roush
Mr. James Curran

Production Engineering Sec.

Major K. B. Wolfe
Major O. R. Cook
Captain A. H. Johnson

Experimental Engineering Sec.
Power Plant Laboratory

Mr. Opie Chenoweth
Mr. F. L. Prescott
Mr. E. A. Wolfe
Mr. Ray Hoffman
Mr. T. T. Neill
Ruth Miller (Steno.)
Nell Hutts (Steno.)
Eleanor O'Reilly (Steno.)

M.D. Notice, 6/5/40
Request for Data R-40D

Experimental Engineering Section
Aircraft Laboratory

Captain F. R. Dent, Jr.
Mr. H. S. Lippman
Mr. E. E. Reichert
Mary S. Boeckling (Steno.)
Idah J. Bernstein (Steno.)
Helen Sword (Steno.)

Propeller Laboratory

Mr. D. A. Dickey

By order of the Assistant Chief of the Materiel Division:

ALDEN R. CRAWFORD,
Major, Air Corps,
Assistant Technical Executive.

Distribution:

All Section, Branch and
Unit Chiefs
Budget
Information Desk
Provost Marshal

Junior
Edgar Moore

*Added per instructions
of Maj. Crawford (on
phone - 6/8/40)*

*Wm. Lanikin
R. J. Stone
E. W. Young
C. A. Lenecke
Austin Sea
R. H. Schuelkin
H. L. Anderson
S. R. Huls*

RESTRICTED

J. C. Shively
J. C. SHIVELY,
Major, Air Corps.

WAR DEPARTMENT
AIR CORPS
MATERIEL DIVISION
OFFICE OF CONTRACTING OFFICER

CVR:RAC:RRH

Wright Field, Dayton, Ohio
May 24, 1940

AMENDMENT NO. 1

TO ALL BIDDERS: Request for Data R40-D for EXPERIMENTAL AIRCRAFT ENGINES, Specifications XR-28254 and XR-28255, prices to be quoted thereon and data furnished to the Chief, Materiel Division, Air Corps, Wright Field, Dayton, Ohio, is hereby amended as follows:

DATE OF OPENING REQUEST FOR DATA R40-D IS POSTPONED TO JUNE 7, 1940.

(This Amendment forms part of Request for Data R40-D and should be attached to your bid.)

SIGNATURE OF BIDDER

BY

(Title)

J. C. Shively
J. C. SHIVELY,
Major, Air Corps,
Contracting Officer.

R E S T R I C T E D

J. C. Shively
J. C. SHIVELY
Major, Air Corps
Contracting Officer

March 6, 1940

See about May 6 - 1940

INTRODUCTION:

This Request for Data is a preliminary step to determination by the Government of the advisability of purchasing certain engineering data, studies, preliminary tests and an experimental engine or engines under the provisions of Paragraph k of Section 10 of the Act of July 2, 1926. The time available for investigations, research, and the procurement of the physical articles requires that each step of the project be accomplished as speedily as possible. The project is envisioned as being divided into several phases as follows:

(a) The first phase consists of the solicitation of preliminary studies and engineering information from qualified manufacturers and the evaluation of such data with a view of determining what, if any, experimental contract or contracts the interest of the Government requires. Specifically, this requires the delivery to the Government of the preliminary engineering information described by Item 1 of this Request for Data within sixty (60) days from the date of receipt by respective bidders of the applicable specification and data, and the evaluation of these data covered by Item 1 within forty-five (45) days after receipt of the preliminary engineering information. The progress of the project from this point forward will largely depend upon the nature of the designs submitted. It is hoped that the Government will find it advantageous to carry one or more of the designs submitted through the subsequent phases.

(b) In the event that one or more of the designs submitted are determined, after evaluation, to have sufficient merit, it is proposed to proceed with Phase 2 which is envisioned as an intensive series of studies, single cylinder tests, and complete engineering analysis and investigation which should result in a complete clarification of the design and an accurate solution of the engineering problems involved, as set forth in Items 2, 3 and 4.

(c) Should the interest of the Government so require, it is proposed to proceed with Phase 3, which, as described under Item 5, involves the fabrication of the experimental 4000 to 5500 h.p. engine.

Interested manufacturers are requested to furnish the data described under Item 1, and to quote prices on all items in accordance with the terms and conditions hereinafter set forth within the time limits specified under Paragraph F herein.

M-79-40

Incl. 1 - Sheet 1.

(Manufacturer)

Request for Data R 40-D

RESTRICTED

QTY. UNIT
PRICE TOTAL

A. ENGINEERING DATA:

ITEM 1. The engineering data shall consist of preliminary engineering information covering an experimental aircraft engine in accordance with Air Corps Specification No. IR-28254 dated January 16, 1940. Said engineering data shall be submitted in blueprint form and in triplicate and shall be sufficiently complete and explicit to establish to the satisfaction of the Procuring Agency that the engine offered can be reduced to practice.

a. Required Data:

- (1) Assembly drawing of cylinder, piston and valve gear forming a component part of the proposed engine.
- (2) Three-view, quarter size, installation drawing and longitudinal sectional drawing showing the general engine design.
- (3) Model specification prepared in the form required by Specification AN-9501 dated March 1, 1939, as amended in Amendment No. 1 dated April 26, 1939. This specification shall likewise include a table showing guaranteed specific fuel consumptions at 70, 60, 50 and 40% take-off rated power.
- (4) A report summarizing the following features of the proposed design:
 - (a) New and novel features.
 - (b) A history of the development of any component parts which may have a background of service in an existing engine.
 - (c) Sketches showing the possible application of the proposed engine to an airplane design.
 - (d) The advantages inherent in the proposed experimental engine.

RESTRICTED

	UNIT	
<u>QTY.</u>	<u>PRICE</u>	<u>TOTAL</u>

B. OTHER ARTICLES OR DATA CALLED FOR:

- ITEM 2. Studies on torsional vibration, bearing load analysis, reduction gear design, crankshaft design, crankcase and accessory case design, valve gear design, and layout drawings showing the general arrangement of the aircraft engine meeting the requirements of Air Corps Specification No. XR-28254 dated January 16, 1940, and Contractor's Model Specification. All studies, reports and drawings shall be submitted in triplicate.
- ITEM 3. Reports on tests of a Contractor furnished single cylinder engine; the cylinder, piston and valve gear to be of an identical design to that proposed for the multi-cylinder engine. This testing shall consist of not less than 150 hours of running, of which not less than twenty-five (25) hours are at take-off speed and indicated power equivalent to the take-off rated power and not less than one twenty (20) hour period at each of the four cruising indicated horse-powers and fuel consumptions equivalent to the guarantees of brake specific fuel consumption at 70, 60, 50 and 40% take-off rating, all as designated in the manufacturer's model specification.
- ITEM 4. Blueprints in triplicate of assembly and detail drawings required for the experimental fabrication of the aircraft engine meeting the requirements of Air Corps Specification No. XR-28254 dated January 16, 1940, and Contractor's Model Specification.
- ITEM 5. Engine, complete, ready to run, meeting the requirements of Air Corps Specification No. XR-28254 dated January 16, 1940, and Contractor's Model Specification. In addition, the quotation shall be broken down into the following steps:
- a. Crankcase complete with bearings and crankshaft or crankshafts of the aircraft engine meeting the requirements of Air Corps Specification No. XR-28254 dated January 16, 1940, and Contractor's Model Specification.

(Manufacturer)

Incl. 1 - Sheet 3.

RESTRICTED

RESTRICTED

<u>QTY.</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
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- b. Accessory case complete with all accessory drives, integral supercharger, if used, and all contractor furnished accessories which are mounted on the accessory case of the aircraft engine meeting the requirements of Air Corps Specification No. XR-28254, dated January 16, 1940, and Contractor's Model Specification.
- c. Reduction gear complete, of the aircraft engine meeting the requirements of Air Corps Specification No. XR-28254 dated January 16, 1940, and Contractor's Model Specification.
- d. Cylinders complete with valve gear, pistons and connecting rods of the aircraft engine meeting the requirements of Air Corps Specification No. XR-28254 dated January 16, 1940, and Contractor's Model Specification.
- e. Cooling piping, if used, intake manifolds, and all other parts and all labor required to make a complete aircraft engine ready to run and meeting the requirements of Air Corps Specification No. XR-28254 dated January 16, 1940, and Contractor's Model Specification.

ITEM 6. Acceptance test of the aircraft engine fabricated under Item 5. The acceptance test shall be conducted in accordance with Specification AN-9503 dated March 1, 1939, and Amendment No. 1 thereto, dated April 12, 1939, at the normal rating established by the model specification prepared to meet the requirements of Item 1. Report of the acceptance test shall be submitted in triplicate.

For the single cylinder testing and acceptance test, Items 3 and 6, the contractor shall supply all parts, test equipment, fuel, oil, coolant and all other supplies and materials and all labor, required to satisfactorily complete these tests. At the conclusion of the acceptance test, the engine shall be delivered to the Materiel Division for Approval Test for Long Range Operation in accordance with Air Corps Specification No. XR-28255 dated January 16, 1940.

(Manufacturer)

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RESTRICTED

REQUEST FOR DATA R40-D

RESTRICTED

UNIT
QTY. PRICE TOTAL

ITEM 7. All parts, including those requiring redesign and improved materials, as required to complete the 275-hour Approval Test for Long Range Operation in accordance with Air Corps Specification No. XR-28255, dated January 16, 1940, such parts to be installed by the Government.

ITEM 8. Engine, incorporating changes, if any, found as a result of the satisfactory completion of the 275-hour Approval Test for Long Range Operation in accordance with Air Corps Specification No. XR-28255, dated January 16, 1940.

- 1 each
- 2 each
- 3 each
- 4 each
- 5 each
- 6 each
- 7 each
- 8 each

With one or more of these engines complete installation, assembly and detail drawings, part lists and checking lists shall be supplied in vandyke form without additional cost to the Procuring Agency.

ADDITIONAL INFORMATION FOR PROSPECTIVE BIDDERS:

1. Under the terms of this Request for Data, contracts for the engineering data called for under Item 1 may be entered into with separate manufacturers at a cost to be negotiated, but in no event to exceed the sums quoted nor to be in excess of \$2,000 for all of such data purchased from any one manufacturer and relating to any particular engine offered. Subject to the above limits as to payments, manufacturers may submit the data called for relating to any number of engines desired to be considered for evaluation.
2. Also under the terms of this Request for Data, contracts as best serve the interests of the Government may be entered into for one or more of the following items at prices to be negotiated but in no event to exceed the sums quoted by the manufacturer.

(Manufacturer)

RESTRICTED

- 1 set - Studies as called for under Item 2 hereof.
- 1 set - Reports of single-cylinder testing as called for under Item 3 hereof.
- 1 set - Assembly and detail drawings as called for under Item 4 hereof.

It must be recognized that in carrying out the basic intent of Phase 2 that the amount of research and engineering clarification required will largely depend upon the problems confronting the specific design submitted.

3. Also, in strict accordance with the requirements of this Request for Data, the Government may, at its option, elect to purchase from one or more manufacturers an engine and parts necessary to complete the Approval Test for Long Range Operation, Air Corps Specification No. XR-28255 dated January 16, 1940, and additional quantities of not to exceed eight (8) engines as described in Items 5, 7 and 8 hereof at a reasonable price to be negotiated, but in no event to exceed the sum quoted by the manufacturer. The exercise of the option herein stipulated will be contingent on the best interests of the Government being served and such options shall be exercised, if at all, by written notice from the Contracting Officer within eighteen (18) months from and after the date of completion of drawings, Item 4, and said contract shall contain an option clause to this effect.
4. The engines of Item 5 and 8 are intended for test and experimental installation in airplanes to explore the effect of durable, low fuel consumption engines on the performance of long range aircraft. Whereas the performance requirements represent a substantial increase over the performance of existing models now under construction, it is hoped that the Industry will be able to produce the articles required without resort to radical departures from accepted practices or principles of aeronautical engine design.
5. The prices submitted on Items 2 to 8, inclusive, will be interpreted as indicating that such manufacturer considers himself possessing adequate engineering, manufacturing facilities and financial backing, and no contract will be made with any bidder unless he has the requisite qualifications stated and will agree to prosecute the work with reasonable dispatch.
6. Any manufacturer submitting a study which is purchased by the Government shall agree to grant, sell and convey to the Government for the consideration set forth and without additional cost, a

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(Manufacturer)

non-exclusive, irrevocable right and license to utilize for all Government purposes, and to practise and cause to be practised any and all discoveries, inventions, improvements and suggestions hereafter made, perfected, devised, and/or acquired by the contractor, its representatives, employees or other cooperatives and incorporated in the design study purchased, which discoveries, inventions, improvements, and/or suggestions are wholly or in part developed, perfected and/or reduced to practice with the aid and/or cooperation of the Government or of Government personnel, and/or by the contractor to meet explicit Governmental requirements.

The license herein granted includes the right of the Government to make, have made, use and sell for Governmental purposes any and all devices, articles and things made, perfected, and/or devised in the manner hereinbefore set forth and incorporated in the design study purchased, but does not transfer to the Government any right or license in and to any process patents, shop practices and/or manufacturing methods held or acquired by the contractor. This provision does not grant to the Government any rights, discoveries or inventions actually reduced to practice prior to the date of this contract, or in which the contractor has an interest under an application or applications for Letters Patent filed in the United States Patent Office prior to the date of this contract.

The right and license herein conveyed shall extend throughout the United States, its territories and all foreign countries and shall remain in full force and effect during the full term of patent and/or other rights held by the contractor and relating to the devices, articles and/or things hereinbefore referred to.

D. GOVERNMENT-FURNISHED EQUIPMENT: Not applicable.

E. INSPECTION AND ACCEPTANCE:

1. Inspection and Records. The contractor shall provide an acceptable and complete system covering the inspection of material and finished parts. This system shall be approved by the Government Representative assigned to the Contractor's plant. Records of all such inspection work shall be kept complete and shall be available to the Government Representative at all times. The work of construction shall at all times be open to the Government Representative for the purpose of inspection and every facility shall be afforded such representative and his assistants for the prosecution of their work, including opportunities for such Government Representative and his assistants to witness all tests contracted for. The Government Representative shall have the right to require replacement of parts not in accordance with approved drawings or showing inferior workmanship or material, or which in his opinion are unsuited for the purpose

intended or are overweight. The Contractor shall inform the Government Representative when the material or parts are ready for inspection. The passing as satisfactory of any particular part or piece of material by the Government Representative does not relieve the Contractor from responsibility regarding faulty workmanship or material which may be subsequently discovered prior to final acceptance.

F. DELIVERIES

1. Engineering Data: The Preliminary Engineering Information called for under Item 1 hereof shall accompany the bid and be delivered to Contracting Officer, Wright Field, Dayton, Ohio, within sixty days from date of receipt by prospective bidder of the applicable specification and related data, and in the event the Government elects to purchase such data, title thereto shall pass to the Government upon due approval of the contract. In the event the Government does not elect to purchase such data it shall be returned at the expense of the bidder.
2. Studies called for under Item 2 hereof shall be shipped to Wright Field, Dayton, Ohio, within days from and after the date of approval of the contract.
3. Item 3 shall be shipped to Wright Field, Dayton, Ohio, within days from and after the date of approval of the contract.
4. Item 4 shall be shipped to Wright Field, Dayton, Ohio, within days from and after the date of approval of the contract.
5. Item 5 shall be shipped to Wright Field, Dayton, Ohio, after completion by the Contractor of the acceptance test required by Item 6, within days from and after the date of approval of the order exercising the option to procure same.
6. The tests called for by Item 6 shall be completed and report thereof shall be delivered to Wright Field, Dayton, Ohio, within days from and after approval of the order exercising the option to procure Item 5.
7. The parts called for by Item 7 shall be delivered to the Government at Wright Field, Dayton, Ohio, within days from and after the date of receipt by the Contractor of request in writing therefor.
8. The bidder shall furnish with his bid a schedule of deliveries for such engines as may be ordered in the exercise of the option to purchase additional engines as specified in Item 8, based upon monthly periods or days from and after the date of approval of the order exercising such option.

(Manufacturer shall insert applicable dates paragraphs 2 to 7, inclusive).

9. Articles and Data: Item 5 shall not be accepted or paid for by the Government until completion of the acceptance test required by Item 6. All data, including reports, and all parts called for under Item 7, shall be delivered f.o.b. Wright Field, Wright, Greene County, Ohio, consigned to the Quartermaster, marked for the Air Corps Supply Officer. All other articles shall be delivered to the Government f.o.b. cars, city of contractor's plant, packed in accordance with the current issue of the consolidated freight classification for domestic shipment. Government bills of lading will be furnished for such shipments but the contractor shall make application therefor on Air Corps Materiel Division Form No. 26, which will be furnished upon request. Names of consignees and complete shipping instructions including markings for packages will be furnished in Government bills of lading to be supplied as hereinbefore set forth.

- G. SHIPPING POINT: _____
(Manufacturer Insert)
- H. DELIVERY POINTS: As hereinbefore specified.
- I. APPLICABLE SPECIFICATIONS AND DATA:
1. Unless specifically excepted, the current issues in effect on the date of issuance of this Request for Data, of all specifications herein referred to and/or referred to in related data, form parts of this Request for Data, and, except as herein set forth, shall be adhered to.
 2. Price quotations must be accompanied by Engineering Data called for in Item 1, covering the engine offered, and shall establish that said engine meets requirements set forth in the applicable Air Corps specification.
 3. A Price Quotation on Item 1 must be submitted as a prerequisite to consideration of bids under Items 2 to 8, inclusive.
- J. INFORMATION RELATIVE GOVERNMENT-FURNISHED EQUIPMENT: Not applicable.
- K. DEVIATIONS AND EXCEPTIONS TO GOVERNMENT REQUIREMENTS:
1. In case the manufacturer submits data for an engine which differs from the Governmental requirements as provided above and in the Method of Evaluation, the model specification shall enumerate fully all instances and particulars wherein the mandatory requirements of the applicable Air Corps specifications and/or other related documents are not complied with. A failure to enumerate deviations in the contractor's model specification will be interpreted as signifying the intention of the manufacturer to comply with the pertinent Government requirements.

(Manufacturer)

APPLICABLE STATUTORY PROVISIONS

- A. EXPERIMENTAL PROCUREMENT. Act of July 2, 1926 (44 Stat. 788) Section 10k.
- (k) The Secretary of War or the Secretary of the Navy may at his discretion purchase abroad or in the United States with or without competition, by contract, or otherwise, such designs, aircraft, aircraft parts, or aeronautical accessories as may be necessary in his judgment for experimental purposes in the development of aircraft or aircraft parts or aeronautical accessories of the best kind for the Army or the Navy, as the case may be, and if as a result of such procurement, new and suitable designs considered to be the best kind for the Army or the Navy are developed, he may enter into contract, subject to the requirements of paragraph (j) of this Section, for the procurement in quantity of such aircraft, aircraft parts, or aeronautical accessories without regard to the provisions of paragraph (a) to (e) inclusive hereof.
- B. CONTRACTS FOR AIRCRAFT. Eligibility For. Persons and Corporations eligible to enter into contracts with the Government for furnishing engines to the War Department are described in sub-paragraph (j) of Section 10 of the Act of July 2, 1926 (44 Stat. 784 et. seq.), which is as follows:
- "Only citizens of the United States and corporations of which not less than three-fourths of the capital stock is owned by citizens of the United States, and of which the members of the boards of directors are citizens of the United States, and having manufacturing plants located within the continental limits of the United States shall be eligible to be awarded any contract under this Section to furnish or construct aircraft, aircraft parts or aeronautical accessories for the United States Government, except that a domestic corporation whose stock shall be listed on a stock exchange shall not be barred by the provisions of this section unless and until foreign ownership or control of a majority of its stock shall be known to the Secretary of War or the Secretary of the Navy, as the case may be, and no aliens employed by a contractor for furnishing or constructing aircraft, or aircraft parts, or aeronautical accessories for the United States shall be permitted to have access to the plans or specifications or the work under construction or to participate in the contract trials without the written consent beforehand of the Secretary of the department concerned."
- C. NEUTRALITY ACT of 1939. Eligibility for Contract. Only such manufacturers as have complied with the provisions of the Joint Resolution approved November 4, 1939 (Public Resolution No. 54 - 76th Congress), if applicable, will be eligible to enter into a contract with the Government. Accordingly, it will be required that all data be accompanied by a certificate of the manufacturer that the requirements of said

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(Manufacturer)CONFIDENTIAL

APPLICABLE STATUTORY PROVISIONS

Resolution have been complied with, or will be complied with, in the event of a contract, or that said Resolution is not applicable to him for the reason that he is purely domestic dealer not engaged in any way in the manufacture, exportation, or importation of such arms, ammunition, and implements of war. Further, any such manufacturer so required to register by said Resolution, to whom an award is made (conditioned thereupon) will be required to furnish, contemporaneously with the execution of the contract, a copy of this certificate of registration, certified to by him as being an exact true copy.

Manufacturer shall indicate in questionnaire hereinbelow his situation respecting the requirements of the Public Resolution above noted.

QUESTIONNAIRE

- (a) Have requirements of Public Resolution No. 54 - 76th Congress, approved November 4, 1939 above been complied with? Ans. _____
- (b) In the event manufacturer has not complied with the requirements of said Resolution referred to in Questionnaire "a", manufacturer is requested to state whether the terms of the foregoing Resolution will be accomplished in event a contract is made to him for furnishing aircraft. Ans. _____

D. ESPIONAGE ACT. The provisions of Section I, Act of June 15, 1917 (40 Stat. 217) are considered applicable and same is hereinafter quoted for the information of all concerned:

That (a) whoever, for the purpose of obtaining information respecting the national defense with intent or reason to believe that the information to be obtained is to be used to the injury of the United States, or to the advantage of any foreign nation, goes upon, enters, flies over or otherwise obtains information concerning any vessel, aircraft, work of defense, navy yard, naval station, submarine base, coaling station, fort, battery, torpedo station, dock-yard, canal, railroad, arsenal, camp, factory, mine, telegraph, telephone, wireless or signal station, building, office, or other place connected with the national defense owned or constructed, or in progress of construction by the United States or under the control of the United States, or of any of its officers or agents or within the exclusive jurisdiction of the United States, or any place in which any vessel, aircraft, arms, munitions, or other materials or instruments for use in time of war are being made, prepared, repaired, or stored, under any contract or agreement with the United States, or with any person on behalf of the United States, or otherwise on behalf of the United States, or any prohibited place within the meaning of section six of this title, or

(b) whoever for the purpose aforesaid, and with like intent or reason

APPLICABLE STATUTORY PROVISIONS

to believe, copies, takes, makes, or obtains, or attempts or induces or aids another to copy, take, make, or obtain, any sketch, photograph, photographic negative, blue print, plan, map, model, instrument, appliance, document, writing, or note of anything connected with the national defense; or (c) whoever, for the purpose aforesaid, receives or obtains or agrees or attempts or induces or aids another to receive or obtain from any person, or from any source whatever, any document, writing code book, signal book, sketch, photograph, photographic negative, blue print, plan, map, model, instrument, appliance, or note, of anything connected with the national defense, knowing or having reason to believe, at the time he receives or obtains or agrees or attempts or induces or aids another to receive or obtain it, that it has been or will be obtained, taken, made or disposed of by any person contrary to the provisions of this title; or (d) whoever, lawfully or unlawfully having possession of , access to, control over, or being intrusted with any document, writing, code book, signal book, sketch, photograph, photographic negative, blue print, plan, map, model, instrument, appliance, or note relating to the national defense, wilfully communicates or transmits or attempts to communicate or transmit the same to any person not entitled to receive it, or wilfully retains the same and fails to deliver it on demand to the officer or employee of the United States entitled to receive it; or (e) whoever, being intrusted with or having lawful possession or control of any document, writing, code book, signal book, sketch, photograph, photographic negative, blue print, plan, map, model, note or information, relating to the national defense, through gross negligence permits the same to be removed from its proper place of custody or delivered to anyone in violation of his trust, or to be lost, stolen, abstracted, or destroyed, shall be punished by a fine of not more than \$10,000.00 or by imprisonment for not more than two years, or both.

(Manufacturer)

CONDITIONS APPLICABLE TO CONTRACT

In addition to the terms and conditions set forth in "Request for Data" the following clauses shall be included in any contract that may be entered into in accordance with the terms of the Request for Data.

A. STATE AND FEDERAL TAXES: Prices bid herein include any Federal Tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or changed by the Congress after the date set for the opening of this bid and made applicable directly upon the production, manufacture, or sale of the supplies covered by this bid, and are paid to the Government by the contractor on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decreased accordingly, and any amount due the contractor as a result of such change will be charged to the Government and entered on vouchers (or invoices) as separate items. The prices herein do not include any Federal taxes from which exemption is granted, or as to which a credit or refund is provided for under the provisions of Section 401 of the Revenue Act of 1935 (Act of August 30, 1935; 49 Stat. 1014, 1025-1026), nor any tax imposed by a State, County or Municipality upon the transaction of this procurement of these materials.

B. CERTIFICATES ON INVOICES:

The following types of certificates must be executed by contractor in support of invoices; same shall be printed, stamped, typed or written on the invoice and must be signed (in original only) by contractor's duly authorized representative. In cases where it is physically impossible to include additional certificate (s) on the FACE of the voucher or invoice, the certificate (s) will be placed on the reverse of the voucher or invoice. Additional (separate) sheets for, duplicates or copies, of, certifications only will not be accepted. Under no conditions shall the certificates on Government vouchers or on invoice forms to be attached to such vouchers, be signed in blank, any time prior to submission of the voucher or invoice. Certificates shall be prepared and executed after delivery or performance by the Claimant; certificates signed in blank or at any time prior to submission, may result in a false claim against the Government, for which the person signing the certificate may be held liable under the law.

ALL INVOICES SHALL CONTAIN THE FOLLOWING CERTIFICATES:

- (a) "I certify that the above bill is correct and just; that payment therefor has not been received; that except as otherwise noted all of the articles, materials, and supplies furnished under contract No. _____ if unmanufactured articles,

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(Manufacturer)

CONFIDENTIAL

CONDITIONS APPLICABLE TO CONTRACT

materials, and supplies, have been mined or produced in the United States, and if manufactured articles, materials, and supplies, they have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced or manufactured, as the case may be, in the United States; and that State or local sales taxes are not included in the amount billed."

- (b) Reduction in Wage Rates. - Under contracts or agreements which provide that the Government is to receive the benefit of any reduction, in wage rates in addition to the certificate ((a) above), the following certificate will be furnished:

"I certify that the United States received the benefit of reduction, if any, in the wage rate in accordance with the stipulations under the contract."

- (c) Wages, rights, and hours of work. - Under contracts which contain certain stipulations required by law with respect to wages, rights, and hours of work of employees, in addition to the certificate ((a) above), the following certificate will be furnished:

"I certify that the stipulations required by law and/or under contract, etc., with respect to wages, rights, and hours of work of employees have been complied with."

Examples: The labor stipulations in the acts of July 5, 1935 (49 Stat. 449); June 30, 1936 (49 Stat. 2036); and April 26, 1937 (50 Stat. 87).

- C. PERFORMANCE BOND: Performance Bond in the amount of ten per cent (10%) of the total amount of contract will be required in connection with any contract entered into as a result of this Request for Data. U.S. Standard Form #25, revised September 16, 1935, is the requisite form of Performance Bond for such contracts.

- D. GUARANTY: Any contract will contain a guaranty expressed in terms substantially as follows:

It is expressly understood and agreed to by and between the parties hereto, that the contractor guarantees that all engines and/or other articles called for under the terms of this contract shall meet and comply with the requirements of the pertinent specifications hereinbefore set forth, including performance of any and all engines called for under the terms of this contract or which may be furnished under the provisions of any option herein contained.

It is further expressly understood and agreed that in the event any of the engines and/or other articles called for under the terms

CONDITIONS APPLICABLE TO CONTRACT

of this contract fail to meet any of the requirements contained in this contract and/or in the pertinent specifications applicable thereto that then, and in that event no obligation shall rest on the Government, to accept and/or make payment for such article and/or articles so failing to meet such requirements. In the event of such failure and the further event public necessity shall require the use of any article and/or articles not conforming to the terms of the contract and/or specification requirements relating to same, the Government reserves the right to purchase such article, and/or articles not conforming to the terms of this contract, and/or specification requirements relating to same, and payment therefor shall be made at a proper reduction in price.

- E. PERTINENT PROVISIONS OF THE ACT APPROVED MARCH 27, 1934: (Vinson-Trammell Act), as amended by the Act of June 25, 1936 (Public 804, 74th Congress), and as further amended by the Act of April 3, 1939, (Public No. 18, 76th Congress).

Any contract for more than \$10,000 resulting from this Request for Data, and which covers the procurement of new complete aircraft or any portion thereof shall be subject to the pertinent provisions of the Act approved March 27, 1934 (Vinson-Trammell Act), as amended by the Act of June 25, 1936 (Public 804, 74th Congress), and as further amended by the Act of April 3, 1939 (Public No. 18, 76th Congress).

Any contract resulting herefrom, and subject to the provisions of such Act shall contain substantially the following provision:

It is expressly understood and agreed by both parties hereto that the contractor hereby agrees:

(a) To make a report under oath to the Secretary of War upon completion of this contract in such form as may be prescribed by the Secretary of War, including a statement of the total contract price, the cost of performing the contract, the net income and the percentum such net income bears to the contract price. A copy of such report shall be submitted by the contractor to the Secretary of the Treasury for consideration in connection with the Federal income tax returns of the contractor for the taxable year or years concerned.

(b) To pay into the Treasury profit, as hereinafter provided shall be determined by the Treasury Department, in excess of 12 per centum of the total contract prices, of such contracts within the scope of the law as are completed by the particular contracting party within the income taxable year, such amount to become the property of

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the United States but the surety under such contracts shall not be liable for the payment of such excess profit; Provided, That if there is a net loss or a net profit less than 12 per centum on all such contracts or subcontracts completed by the particular contractor or subcontractor within any income taxable year, such net loss or deficiency in profit shall be allowed as a credit in determining the excess profit, if any, for the next four succeeding income taxable years. Provided further, That if such amount is not voluntarily paid the Secretary of the Treasury shall collect the same under the usual methods employed under the Internal-Revenue laws to collect Federal income taxes; Provided further, That all provisions of law (including penalties) applicable with respect to the taxes imposed by Title I of the Revenue Act of 1934, and not inconsistent with this section, shall be applicable with respect to the assessment, collection, or payment of excess profit to the Treasury as provided by this section, and to refunds by the Treasury of over-payments of excess profits into the Treasury.

(c) To make no subdivisions of any contract or subcontract for the same article or articles for the purpose of evading the provisions of the aforesaid Act, but any subdivisions of any contract or subcontract involving an amount in excess of \$10,000 shall be subject to the conditions herein prescribed.

(d) To furnish the Secretary of War promptly and as occurring the name and address of each subcontractor with whom any subcontract in excess of \$10,000 shall be entered into.

(e) That the manufacturing spaces and books of its own plant, affiliates, and subdivisions shall at all times be subject to inspection and audit by any person designated by the Secretary of War, the Secretary of the Treasury and/or by a duly authorized committee of Congress.

(f) To make no subcontract unless the subcontractor agrees to the foregoing conditions; Provided that the report of such subcontractor, upon completion, shall be submitted to the Secretary of War and a copy to the Secretary of the Treasury.

The method of ascertaining the amount of such excess profit to be paid into the Treasury shall be as determined by the Secretary of the Treasury in agreement with the Secretary of War.

Treasury Regulations prescribing the method of ascertaining the amount of the excess profit to be paid to the United States under this Act may be obtained from the Commissioner of Internal Revenue, Washington, D. C.

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- F. Any Contract resulting from this Request for Data will contain the following article:

SECURITY: (a) This contract and its related documents and subject matter include, refer to or incorporate classified military information within the scope of the laws and regulations governing the safeguarding of military information. The Contractor shall comply with the requirements of the pertinent regulations, particularly paragraphs 53 and 60 of Army Regulations No. 380-5, June 10, 1939 as they may be amended or supplemented from time to time, and with any special instructions which may be issued pursuant thereto, and shall not publish, divulge or sell anything which includes, refers to or incorporates such classified military information without specific authority therefor from the Government.

(b) The Contractor agrees to be responsible in matters within its control for the safeguarding of all Secret, Confidential or Restricted matters that may be disclosed or that may be developed in connection with the work under this contract and to require a similar agreement of all subcontractors and agents of the Contractor to whom any work or duty relating to this contract may be allotted.

(c) The Contractor agrees to file no application for registration under the Securities Act of 1933, as amended, containing any reference to this contract or to its terms and provisions without first securing the consent of the War Department. Requests for such consent will be addressed to the Contracting Officer.