IN REPLY

Contract No. W 1049 sc-435 File No. 68-003150-40 (R. No. 4875) WAR DEPARTMENT OFFICE OF THE CHIEF SIGNAL OFFICER WASHINGTON

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Eurch 29, 1940

CHANGE SADER "I" TO CONTR OT N . 7 1049 sc-436.

Electro-Protective Corporation, 1605 Court Square Building, Bultimore, Maryland.

Gont amen:

1. In accordance with the provisions of article 3 of Contract No. 7 1049 sc-436 it has been found advantageous and in the best interest of the Government to make the following changes in Restricted Signal Corps Outline Specification dated February 8, 1940:

- <u>a</u> To include the placing of foil on the glass of all the outside windows together with suitable hardware to the up with the rest of the electrical circuits. To do this there should be applied to the glass surface an approved foil in a manner acceptable to the Contracting Officer, such foil to be wired into double closed circuit protective wiring independent of the screen protection. This wiring shall be equipped with the Neon trouble locating system which shall also be independent of the system applied to the screen. Trovision shall be made in the control panel for the segregation of the window foil system from the window screen system.
- <u>b</u> Screens on the windows to be attuched by screws and soldered connections and to be readily removable by removing screws and unsoldered connections.
- c Window acreens must be finished in a dark green paint.

2. This change order increases the total consideration of the contract in the amount of \$1475.00, making a new total of \$4975.00 and extends the time for performance 21 days.

3. The additional amount of \$1475.00 is chargeable to Procurement Authopity 30-286-P-22-1380-A-0605-0, the available balance of which is sufficient to cover the cost of the same.



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March 29, 1940

REF ID:A71995

CHANGE ORDER "A" TO CONTRACT NO. W 1049 sc-436.

To: Electro-Protective Corporation.

4. In all other respects the terms and conditions of the original contract will remain in full force and effect.

Acceptance of this change must be acknowledged hereon over the sig-5. nature of an officer of your company authorized to enter into agreements relative to Contract No. W 1049 sc-436.

Electro-Protective Corporation Accepted:

C. D. Cuny, Major, Signal Corps. Contracting Officer.

CONSENT OF SURETY

We, the bondsmen for the due performance of the original contract, hereby give our full consent to the foregoing Change Order "A" and agree that our bond shall apply to and cover the due performance of the contract as modified thereby.

In the presence of:

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Witness:

Tharthe De3

THE FIDELLTH AND CASUALLY COUPARY OF NEW YOR

(Corporate surety)

By



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U. S. Standard Form No. 23 Approved by the Secretary of the Treasury Revised September 9, 1935



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CONTRACT

(CONSTRUCTION)

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	burglar alarm system in Manitions Build-	
Contract for	ing, Washington, D. C.	Amount, § 3,500.00

Place Jashington, D. C.

The Finance Officer, U. S. Army, SOl Channing Place, N.E., Meshington, D. C. is designated as the officer to make payments in accordance with this contract.

The supplies and services to be obtained by this instrument are suthorized by, are for the purpose set forth in, and are chargeable to Procurement Authority SC-286-P-22-1380-A-0605-0, the available balance of which is sufficient to cover the cost of same.

Liquidated Damages included (See Article 9).

Performance Bond included (See Article 26).

Payment Bond included (See Article 27).

CONTRACT FOR CONRECTIDD : A71995

The United States of America, hereinafter called the Government, represented by the contracting officer executing this contract, and **Slectro Protective Corporation**

a corporation organized and existing under the laws of the State of New Jersey

and in the State of Maryland hercinafter called the contractor, witnesseth that the parties hereto do mutually agree as follows:

ARTICLE 1. Statement of work.—The contractor shall furnish the materials, and perform the work for the installation of a complete electric burglar alarm system in accordance with its bid duted February 23, 1940 for the sum of \$3300.00 and to include the auxiliary power supply for an additional \$200.00, submitted in response to OC3igO's Invitation for Bids (R 4875) ¥ 1049-40-1,

for the consideration of Three thousand five hundred dollars and no cents (\$3,500.00).

in strict accordance with the specifications, schedules, and drawings, all of which are made a part hereof and designated as follows:

· Restricted Signal Corps Outline Specifications dated February 8, 1940

The work shall be commenced immediately after date of receipt of notice to proceed,

and shall be completed within 21 calendar days. from that date.

Liquidated damages for delay will be deducted at the rate of \$10.00 per day for each and every day of delay beyond the time specified for the completion of the contract.

Certified true copy of notice to proceed, with acknowledgment of receipt thereof as March 14, 1940, is attached as Page 8(d) of this contract.





REF IBRATBRED

U. S. Standard Form No. 23 (Revised September 9, 1935) SHEET 2

ARTICLE 2. Specifications and drawings.—The contractor shall keep on the work a copy of the drawings and specifications and shall at all times give the contracting officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In any case of discrepancy in the figures, drawings, or specifications, the matter shall be immediately submitted to the contracting officer, without whose decision said discrepancy shall not be adjusted by the contractor, save only at his own risk and expense. The contracting officer shall furnish from time to time such detail drawings and other information as he may consider necessary, unless otherwise provided. Upon completion of the contract the work shall be delivered complete and undamaged.

ARTICLE 3. Changes.—The contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings and/or specifications of this contract and within the general scope thereof. If such changes cause an increase of decrease in the amount due under this contract, or in the time required for its performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. No change involving an estimated increase or decrease of more than Five Hundred Dollars shall be ordered unless approved in writing by the head of the department or his duly authorized representative. Any claim for adjustment under this article must be asserted within 10 days from the date the change is ordered: *Provided, however*, That the contracting officer, if he determines that the facts justify such action, may receive and consider, and with the approval of the head of the department or his duly authorized representative, adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made the dispute shall be determined as provided in article 15 hereof. But nothing provided in this article shall excuse the contractor from proceeding with the prosecution of the work so changed.

ARTICLE 4. Changed conditions.—Should the contractor encounter, or the Government discover, during the progress of the work subsurface and/or latent conditions at the site materially differing from those shown on the drawings or indicated in the specifications, or unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the plans and specifications, the attention of the contracting officer shall be called immediately to such conditions before they are disturbed. The contracting officer shall thereupon promptly investigate the conditions, and if he finds that they do so materially differ the contract shall, with the written approval of the head of the department or his duly authorized representative, be modified to provide for any increase or decrease of cost and/or difference in time resulting from such conditions.

ARTICLE 5. *Extras.*—Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the same has been ordered in writing by the contracting officer and the price stated in such order.

ARTICLE 6. Inspection.—(a) All material and workmanship (if not otherwise designated by the specifications) shall be subject to inspection, examination, and test by Government inspectors at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction are carried on. The Government shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefor, and the contractor shall promptly segregate and remove the same from the premises. If the contractor fails to proceed at once with the replacement of rejected material and/or the correction of defective workmanship and charge the cost thereof to the contractor, or may terminate the right of the contractor to proceed as provided in article 9 of this contract, the contractor and surety being liable for any damage to the same extent as provided in said article 9 for terminations thereunder.



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(b) The contractor shall furnish promptly without additional charge, all reasonable facilities, labor, and materials necessary for the safe and convenient inspection and test that may be required by the inspectors. All inspection and tests by the Government shall be performed in such manner as not to unnecessarily delay the work. Special, full size, and performance tests shall be as described in the specifications. The contractor shall be charged with any additional cost of inspection when material and workmanship is not ready at the time inspection is requested by the contractor.

(c) Should it be considered necessary or advisable by the Government at any time before final acceptance of the entire work to make an examination of work already completed; by removing or tearing out same, the contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any material respect, due to fault of the contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent, shall be allowed the contractor and he shall, in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

(d) Inspection of material and finished articles to be incorporated in the work at the site shall be made at the place of production, manufacture, or shipment, whenever the quantity justifies it, unless otherwise stated in the specifications; and such inspection and acceptance, unless otherwise stated in the specifications, shall be final, except as regards latent defects, departures from specific requirements of the contract and the specifications and drawings made a part thereof, damage or loss in transit, fraud, or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of material and workmanship for final acceptance as a whole or in part shall be made at the site.

ARTICLE 7. Materials and workmanship.—Unless otherwise specifically provided for in the specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by this contract are to be of the best grade of their respective kinds for the purpose. Where equipment, materials, or articles are referred to in the specifications as "equal to" any particular standard, the contracting officer shall decide the question of equality. The contractor shall furnish to the contracting officer for his approval the name of the manufacturer of machinery, mechanical and other equipment which he contemplates incorporating in the work, together with their performance capacities and other pertinent information. When required by the specifications, or when called for by the contracting officer, the contractor shall furnish the contracting officer for approval full information concerning the materials or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection. The contracting officer may require the contractor to dismiss from the work such employee as the contracting officer deems incompetent, careless, insubordinate, or otherwise objectionable.

ARTICLE 8. Superintendence by contractor.—The contractor shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the contracting officer, on the work at all times during progress, with authority to act for him.

ARTICLE 9. Delays—Damages.—If the contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in article 1, or any extension thereof, or fails to complete said work within such time, the Government, may, by written notice to the contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event the Government may take over the work and prosecute the same to completion, by contract or otherwise, and the contractor and his sureties shall be liable to the Government for any excess cost occasioned the Government thereby. If the contractor's right to proceed is so terminated, the Government may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefor. If the Government does not terminate the right of the contractor to proceed, the contractor shall continue the work, in which event the actual damages for the delay will be impossible to determine and in lieu thereof the contractor shall pay to the Government as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed or accepted the amount as set forth in the



U S Standard Form No 23 (R ised S ptember 9 1935)

[CONSTRUCTION CONTRACT]

specifications or accompanying papers and the contractor and his sureties shall be hable for the amount thereof *Provided* That the right of the contractor to proceed shall not be terminated or the contractor charged with liquidated damages because of any delays in the completion of the work due to unforseeable causes beyond the control and without the fault or negligence of the contractor including but not restricted to acts of God or of the public enemy acts of the Government acts of another contractor in the performance of a contract with the Government fires floods epidemics quarantine restrictions strikes freight embargoes and unusually severe weather or delays of subcontractors due to such causes if the contractor shall within 10 days from the beginning of any such delay (unless the contracting officer. with the approval of the head of the department or his duly authorized representative shall grant a further period of time prior to the date of final settlement of the contract) notify the contracting officer in writing of the causes of delay who shall ascertain the facts and the extent of the delay and extend the time for completing the work when in his judgment the findings of fact justify such an extension, and his findings of fact thereon shall be final and conclusive on the parties hereto subject only to appeal, within 30 days by the contractor to the head of the department concerned whose decision on such appeal as to the facts of delay and the extension of time for completing the work shall be final and conclusive on the parties hereto

ARTICLE 10 *Permits and care of work*—The contractor shall, without additional expense to the Government obtain all required licenses and permits and be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance

ARTICLE 11 Eight hour law—Connect labor —(a) No laborer or mechanic doing any part of the work contemplated by this contract in the employ of the contractor or any subcontractor contracting for any part of said work contemplated shall be required or permitted to work more than eight hours in any one calendar day upon such work at the site thereof For each violation of the requirements of this article a penalty of five dollars shall be imposed upon the contractor for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than eight hours upon said work and all penalties thus imposed shall be withheld for the use and benefit of the Govern ment *Provided* That this stipulation shall be subject in all respects to the exceptions and provisions of U S Code title 40 sections $321 \ 324 \ 325 \ and 326 \ relating to hours of labor$

(b) The contractor shall not employ any person undergoing sentence of imprisonment at hard labor

ARTICLE 12 Covenant against contingent fees — The contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission percentage brokerage, or contingent fee Breach of this warranty shall give the Government the right to terminate the contract or in its discretion to deduct from the contract price or consideration the amount of such commission percentage brokerage or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business

ARTICLE 13 Other contracts — The Government may award other contracts for additional work and the contractor shall fully cooperate with such other contractors and carefully fit his own work to that provided under other contracts as may be directed by the contracting officer The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor

ARTICLE 14 Officials not to benefit — No Member of or Delegate to Congress or Resident Commis sioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit

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ARTICLE 15 Disputes — Except as otherwise specifically provided in this contract all disputes con cerning questions of fact arising under this contract shall be decided by the contracting officer subject to written appeal by the contractor within 30 days to the head of the department concerned or his duly authorized representative whose decision shall be final and conclusive upon the parties thereto. In the meantime the contractor shall diligently proceed with the work as directed

ARTICLE 16 Payments to contractors — (a) Unless otherwise provided in the specifications, partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable on estimates made and approved by the contracting officer. In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration

(5) In melung-such partial payments there shall be retained 10 percent on the estimated amount until final completion and acceptance of all work covered by the contract. *Provided, however*, That the contracting officer at any time after 50 percent of the work has been completed, if he finds that satisfactory progress is being made may make any of the remaining partial payments in full *And provided further*. That on completion and acceptance of each separate building, vessel, public-work or other division of the contract, on which the price is stated separately in the contract, payment may be made in full including retained percentages thereon, less authorized-deductions

(c) All material and work covered by partial payments made shall thereupen become the sole property of the Government, but this provision shall not be construed as relieving the contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Government to require the fulfillment of all of the terms of the contract.

(d) Upon completion and acceptance of all work required hereunder the amount due the contract tor under this contract will be paid upon the presentation of a properly executed and duly certified voucher therefor after the contractor shall have furnished the Government with a release if required of all claims against the Government arising under and by virtue of this contract other than such claims if any as may be specifically excepted by the contractor from the operation of the release in stated amounts to be set forth therein

ARTICLE 17 Rate of wages (in accordance with Public Act No 403 74th Cong approved Aug 30 1935 this article shall apply if the contract is in excess of \$2 000 in amount and is for the construction alteration and/or repair including painting and decorating of a public building or public work within the geographical limits of the States of the Union or the District of Columbia) —

(a) The contractor or his subcontractor shall pay all mechanics and laborers employed directly upon the site of the work unconditionally and not less often than once a week and without subsequent deduction or rebate on any account the full amounts accrued at time of payment computed at wage rates not less than those stated in the specifications regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such laborers and mechanics and the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work The contracting officer shall have the right to withhold from the contractor so much of accrued payments as may be considered necessary by the contracting officer to pay to laborers and mechanics employed by the contractor or any subcontractor on the worl the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by such laborers and mechanics and not refunded to the contractor subcontractors or their agents

(b) In the event it is found by the contracting officer that any laborer or mechanic employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid the Government may by written notice to the contractor terminate his right to proceed with the work or such part of the work as to which there has been a failure to pay said required wages and prosecute the work to completion by contract or otherwise and the contractor and his sureties shall be hable to the Government for any excess costs occasioned the Government thereby

(c) For the purpose of said act every person while performing work of a laborer or mechanic on the public work covered by this contract is to be regarded as employed as a laborer or mechanic by the contractor or subcontractor regardless of any contractual relationship alleged to exist between the contractor or subcontractor and such laborer or mechanic

(d) The pay rolls of the contractor and all subcontractors and agreements made by the contractor or subcontractor or any other party relating to the employment of laborers or mechanics or the per formance of the work of laborers and mechanics on said building and to the wages or compensation to



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be paid therefor, are to be open to inspection by the contracting officer at such times as the latter may elect, provided that such inspection shall not interfere with the proper and orderly prosecution of the work, and that a clearly legible statement of the rates payable as aforesaid under this contract shall be posted by the contractor in a prominent and easily accessible place at the site of the work so that such statement may be seen at any time by persons engaged on the work.

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(c) If it should be found by the contracting officer that any laborer or mechanic employed by the contractor or any subcontractor on the public work covered by this contract has been or is being paid a rate of wages less than the prevailing rate of wages, as aforesaid, the Government may, by written notice to the contractor, terminate his right to proceed with the work, or such part of the work as to which there has been a failure to pay said prevailing wages. In such event, it is understood and agreed that the Government may take over the work and prosecute the same to completion by contract or otherwise, and that the contractor and his sureties shall be liable to the Government for any excess cost occasioned the Government thereby.

ARTICLE 18. Domestic preference.—In the performance of the work covered by this contract the contractor, subcontractors, material men or suppliers, shall use only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as 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. The foregoing provision shall not apply to such articles, materials, or supplies of the class or kind to be used or such articles, materials, or supplies from which they are manufactured, as are not mined, produced, or manufactured, as the case may be, in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality, or to such articles, materials, or supplies as may be excepted by the head of the department under the proviso of title III, section 3, of the act of Congress approved March 3, 1933 (U. S. Code, title 41, sec. 10b).

ARTICLE 19. Nonrebate.—(a) The contractor shall furnish to the Government representative in charge at the site of the work covered by this contract, or if no Government representative is in charge at the site, shall mail to the Federal agency having control of the project, within 3 days after the payment of each and every weekly pay roll, an affidavit in the form prescribed by regulations issued jointly by the Secretary of the Treasury and the Secretary of the Interior under date of January 8, 1935, to be effective on and after January 15, 1935, or any modification thereof pursuant to the act of June 13, 1934 (48 Stat. 948), sworn to by the officer or employee of the contractor supervising such payment, to the effect that each and every person employed on the work has been paid in full the weekly wages shown on the pay roll covered by the affidavit; that no rebates or deductions from any wages due such employee or employees have been made either directly or indirectly; and that to the best of the knowledge and belief of the affiant no agreement or understanding exists with any person employed on the project pursuant to which any person, directly or indirectly, by force, intimidation, threat, or otherwise, induces or receives any deductions or rebates in any manner whatever from any sum paid or to be paid any person for labor performed in carrying out this contract. At the time upon which the first affidavit with respect to wages paid employees is filed the contractor shall also furnish an affidavit setting forth the name of the officer or employee who supervises the payment of employees and stating that such officer or employee is in a position to have full knowledge of the facts set forth in the affidavit respecting the payment of wages of employees. In the event that the contractor is a corporation the second affidavit herein described shall be executed by its president or a vice president; in case the contractor is a partnership such affidavit shall be executed by one of the partners. A similar affidavit shall be filed immediately in the event that a change is made in the officer or employee who supervises the payment of employees.

(b) The contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work to insure fulfillment of the requirements of this article.

ARTICLE 20. Additional security.—Should any surety upon the bond for the performance of this contract become unacceptable to the Government, or if any such surety shall fail to furnish reports as to his financial condition from time to time as requested by the Government, the contractor must promptly furnish such additional security as may be required from time to time to protect the interests of the Government and of persons supplying labor or materials in the prosecution of the work contemplated by the contract.



ARTICLE 21 Definitions — (a) The term head of the department as used herein shall mean the head or any assistant head of the executive department or independent establishment involved and the term his duly authorized representative shall mean any person authorized to act for him other than the contracting officer

(b) The term contracting officer as used herein shall include his duly appointed successor or his authorized representative

ARTICLE 22 Alterations — The following changes were made in this contract before it was signed by the parties hereto Parigraphs (a), (b) and (c) of Article 16 deleted, and Articles 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32 added

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

C D Cuny, Majon, Signal Corps, Contracting Officer

Electro- (Tolec By ABChesp tres Corperation Contractor

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Robert Smeyers Herbert M. Laford

ARTICLE 23 Termination when contractor not in default --- If in the opinion of the contracting officer upon the approval of the Secretary of Wai the best interests of the Government so require this contract may be terminated by the Government even though the contractor be not in default by a notice in writing relative thereto from the contracting officer to the contractor In case such notice be given the contractor this contract shall terminate upso facto upon the giving of said no Upon such termination the contractor shall forthwith deliver to the Government f o b point tice of assembly in their then state of completion all articles spare parts drawings and other informa tion and things called for herein not previously delivered and all work in process materials and fabricated parts acquired and/or produced by the contractor for the performance of this contract and the Government shall then forthwith pay the contractor all amounts if any remaining due and unpaid under this contract for completed articles spare parts drawings and other information and things called for herein theietofoie completed delivered and accepted by the Government and the Government shall also forthwith pay the contractor for all partially completed articles spare parts work in process materials fabr cated parts drawings and other information and things to be so delivered hereunder an amount to be computed as follows

(a) There shall be determined by an audit conducted by or for the contracting officer the total net amount of all expenditures and obligations made and/or incurred by the contractor under this contract in designing manufacturing and delivering said partially completed articles spare parts work in process materials fabricated parts drawings and other information and things so deliv ered hereunder

(b) The contractor and the contracting officer shall agree upon an estimate based on the fore going audit and any other pertinent data of the net cost to the contractor of fully completing and derivering said partially completed articles spare parts drawings and other information and things called for herein all in accordance with the requirements of this con ract had it not been terminated including in such estimate all cost previously incurred under this contract in designing and manu facturing said partially completed articles spare parts drawings and other information and things as well as those costs which would be required in the future for the entire completion and delivery thereof. In the event of the failure of the contractor and the contracting officer to arrive promptly at such an agreement said estimate shall be determined in the manner provided in this contract for the adjustment of claims and disputes

(c) The percentage which the foregoing item (a) is of item (b) shall then be determined and a sum of money equal to that same percentage of the total contract price (plus or minus any additions or deductions for changes) of such partially completed articles spare parts drawings and other information and things had they been completed delivered and accepted in accordance with the terms of this contract shall then be computed

(d) The total of all payments if any previously made to the contractor on account of such partially completed articles spare parts drawings and other information and things shall then be ascertained

(e) The contractor shall then be paid the same sum of money computed in accordance with (c) above less the total of item (d)

Upon the making of said payments all obligation of the Government to make further payments or to carry out other undertakings hereunder shall cease forthwith and forever except that all rights and obligations of the respective parties under the Articles if any of this contract applicable to patent infringements and reproductions rights shall remain in full force and effect

ARTICLE 24 Federal tax — 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 ad justment charge or other taxes or charges are imposed or changed by the Congress after the date set 'or 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 de creased 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

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ARTICLE 25. <u>Patents</u>. - The contractor shall hold and save the Government, its officers, agents, servants, and expenses, hermises from liability of any mature or kind, including costs and expenses, for or on account of any patented or unpatented invention, article, or appliance manufactured or used in the performance of this contract, including their use by the Government.

ANTICLE 25 <u>Performance Bond</u>. - Bond, with sursty satisfactory to the sontracting officer, guarantoning the feithful performance of the provisions of this contract shall be furnished berewith in the sum of ten percent (105) of the total consideration of this contract.

ARTICLE 27. Paraent Rond. - Farment Bond, with a surety or sureties satisfactory to the contracting officer for the protection of all persons supplying labor and material in the prosecution of the work provided for in this dontract for the use of each such persons shall be furnished herewith in the sum of fifty persont (50%) of the total consideration of this contract.

ARTICLS 28. <u>Frevailing Rates of Marsas</u> - The Act of Congress (Fublic #403, 74th Congress), approved August 30, 1935, "To amond the act approved March 3, 1931, relating to the rates of wages for laborars and mechanics employed by Contractors and Subcontractors on Public buildings," applies to this contract and in accordance with the provisions of said fot, the following schedule of minimum hour wage rates has been determined by the Secretary of Labor to be the prevailing rates of wages for the crafts specified to be employed on the installation of a Protective System at Tashington, D.C.:

QLASSIFLC TICK OF LAD'RI	RATES POR HOUR
Carpenters, journeysen	\$1.56-1/4
Electricians	1.80
Laborers	.75
Painters	1+57-1/7

Labor Classes Not Listed - Any class of laborers and mechanics not listed in the preseding paragraph, which will be employed on this contract, shall be classified or reclassified conformably to the foregoing schedule. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the cusation, accompanied by the recommendation of the contracting officer, shall be referred to the Secretary of Labor for final determination.

ARTICLE 29 <u>Beenonsibility of Covernment Contractors</u> - (a) A private individual, firm or corporation which enters into a contract to engage in technical work for the War Devartment becomes responsible in matters within his or its control for the safeguarding of all accret, confidential, or restricted matters that may be disclosed or that may be developed in connection therewith

(b) Contractors are responsible that all classified projects allotted to subsontractors or agents are fully protected by a simil r agreement. REF, ID: A71995

ARTICLE 30.- Drawings Acculred of the Contractor and Installation of Maintenance Instructions. - At the time of scopletion of this installation, contractor shall subsit for approval and in accordance with the general provisions of these requirements, complete drawings in quadruplicate of the various items and units required for the installation, scaplete wiring diagrams showing the manner of connecting and installing each of the various units and general instructions for the regular maintenance and inspection and tests of the system.

ARTICLE 31. Inspection. - Inspection will be made by the Officer in Charge, Signal Intelligence Service, Office of the Chief Signal Officer, who will certify as to the satisfactory performance of the services specified in Article 1 hereof. The Contracting Officer should be notified when material is ready for inspection.

ARTICLE 32. Final Inspection and Test. - When the installation has been completed, the contractor shall furnish a responsible technical expert to give the installed system one thorough checking and complete testing and adjustment. The system shall be guaranteed for a period of one year against mechanical defects.



U S Standard Form No 23 (Revi ed Sept mber 9 1935)

[CONSTRUCTION CONTRAC]

Herbert Ι that

that *A D ClapMan* who signed this contract on behalf of the contractor was then

of said corporation that said contract was

secretary of the corporation named as contractor herein

certify that I am the

duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers

Sterber E M. La [CORPORATE] STAL

I hereby certify that to the best of my knowledge and belief based upon observation and inquiry who signed this contract for the

had authority to execute the same and is the individual who signs similar contracts on behalf of this corporation with the public generally

This contract is authorized by the acts of No special act

Cont act ng Officer

्री औ DIRECTIONS FOR PREPARATION OF CONTRACT

1 This form shall be used for every formal contract for the onstruction or repair of public buildings w is but to u will n to r quired in fore gn unities

2 There shall be no deviation from this standard contract f rm except as provided for in these directions and exc pt as authorized by the Director of Procurement Where interlineat is $d \mid t \mid n$ addit in other alt at ins are permitted p finite n to the same hall be e tend in the blank space fillowing the a tell in tiled. Alt rat in before signing This article is not to b inst dissign all authority to deviate from the standard form. Different the fit is not tended for the preamble n different tended in the standard form.

3 The blank spa f Art cl 1 is nt nd df the insert on of a statement of the wokt b dn t g th w th place of performance r f th enum rat n of pap which contain the necessary data

4 If it is deemed nec ssary to in lude an article on patents the Invitat n to Bidder hall tat and the following art cle be u ed

ARTICLE _ Pat nts — The contractor shall hold and save the Government ts office ag nt ervant and employe harmle fr m h b hty f any nat kind neluding cost and expenses f r o n acc unt of any pat nted o unpatent d inv nti n art 1 applianc m nufactu d o u d n the performance of this contrat in luding th u e by the Government

Whe eany patent p t nt are t b pred f om the p rat n of this art l u h exc pt ns will b p crifi ally stat d by ref ren e t the pat nt numb dat of 1 sue and nam f p tentee in a p vi t be added to the art cle

5 Where nly ne payment s c nt mplated upon completion of the contract all ex pt paragraph (d) f Art le 16 Payment to Contra to must b tri ken out

8 If approval of the contract is required before it shall become binding the f ll wing art 1 mu t b added

ARTICLE Approval -This contract shall be subjet t the writt n app val f

_____ and shall not be b nding until s app ved

Contracts subject to appr v l are n t valid until approved by the authority designated to approv th m and th c ntractors opy will not be delivered nor any distribut on made until such approval All changes and deletions must hav been mad b fo the contract is f rwarded f r app val

7 The number of e cuted c pies and f ertified p es designat on of disbursing offi er statement f appropriat n am unt f bond designation of place of nspect on well a th administrat v details shall be a d e ted by the d p riment t which the c nt act p ritains

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8 All blank spaces must be filled in or ruled out The contract must be dated and the bond must b & the same or subsequent date

9 An officer of a corporation a member of a partnership or an agent signing for the principal shall place his signature and itile after the word 'By under the name of the principal A contract executed by an attorney or agent on behalf of the contractor si all be accompanied by two authenticated copies of his power of attorney or other evidence of his authority to act on behalf of the contractor

10 If it e contractor is a corporation one of the certificates following the signatures of the parties must be executed If the contract is signed by the scoretary of the corporation then the first certificate must be executed by some other officer of the corporation under the corporate scal or the second certificate e ceuted by the contracting officer In heu of either of the foregoing certificates there may be attached to the contract copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary under the orporate scal to be true copies

12 The contracting officer must fill in the citation of the act authors, ng the ontract as indicated at the end of the last page of the contract 1 2u ______

13 The Invitation Bid, Acceptance and Instructions to Bidders are not to be incorporated in the contract

14 The specifications should include a paragraph stating the amount of liquidated damages that will be paid by the contractor for each calendar day of delay as indicated in Article 9 of the contract. If time is not of the essence of the contract the words No liquidated damages, or an equivalent phrase should be inserted on the reverse side of Standard Form No 20 So much of the language in Article 9 as relates to liquidated damages shall then be deleted

15 Additional contract provisions and instructions, deemed necessary for the particular work not inconsistent with the standard forms nor involving questions of policy may be incorporated in the specifications or other accompanying papers



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BRESTRICATED 95

IN REPLY REFER TO R. 4875

WAR DEPARTMENT OFFICE OF THE CHIEF SIGNAL OFFICER WASHINGTON

March 8, 1940

Electro-Protective Corporation, 1605 Court Square Building, Baltimore, Maryland.

Attention of Mr. Robert S. Meyers, Commercial Manager.

Gentlemen:

In accordance with the terms of your bid dated February 23, 1940, submitted in compliance with Invitation (R-4875) W 1049-40-1 for furnishing all material and labor and performing all work required in the supply and installation of a complete local electric burglar alarm system in Rooms 3335 to 3337 inclusive and Rooms 3341 to 3350 inclusive, Munitions Building, Washington, D.C. including the corridor within the area, which bid was accepted by the Government on March 8, 1940, you are hereby given notice to proceed with the work provided therein.

Contract is being prepared on U. S. Standard Form 23, and will be forwarded for your signature as soon as practicable after receipt of acknowledgment of this letter. At the same time Performance Bond and Payment Bond will be forwarded to you for execution.

This is your formal notice to proceed with the work, and the performance time of your contract starts on the day this notice is received by you. Likewise, actual work must be commenced immediately after date of receipt of this notice to proceed and will be completed within 21 calendar days from that date.

Very truly yours,

C. D. Cuny, Major, Signal Corps', Contracting Officer.

TO: The Contracting Officer, Room 3428, Munitions Eldg., Washington, D.C.

The above notice to proceed was received on March 14 1940

Electro-Protective Corporation.

(Signature & Title) Commercial Munager

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Standard Form No 20 Approved by the President Nov 19 1936

STANDARD GOVERNMENT FORM OF INVITATION FOR BIDS

A71995

INVITATION NO. (R-4875) W 1049-40-1

Munitions Bldg .

(Dats) _February 16_ 1940

DC

£

I Room 3426,
(Place) Weshington,

(CONSTRUCTION CONTRACT)

________ WAR DEPARTMENT Office of the Conversional Officer, ________ Supply Division,

*

SEALED BIDS in $\left\{ \begin{array}{c} depines a tes \\ triplicate \end{array} \right\}$ subject to the conditions contained herein will be received until February 26 1940 at 11 00 A 1 E S T and then publicly opened for furnishing

all labor and materials and performing all work for necessary in the supply and installation of a complete local electric burglar alarm system in the Munitions Bulfding Washington D C, in accordance with Signal Corps Outline Specifications dated February 8 1940 (RESTRICTED DOCUMENT NO 2)

Price quoted must include all costs incident to the supply and installation of the complete apparatus required

LOCATION: Bidders desiring to inspect location will apply to the Contracting Officer or his authorized representative

<u>DELIVERY OR PERFORMANCE</u> Work shall be commenced immediately upon receipt of notice to proceed and shall be completed within twenty-one calendar days from that date.

INFORMATION PERTAINING TO RESTRICTED DOCUMENTS In order to obtain a complete set of RESTRICTED DOCUMENTS applicable to this Invitation for Bids it will be necessary that the AGREEMENT - RESTRICTED constituting INCLOSURE NO 1 hereto be properly executed in duplicate - the original copy to be forwarded to the Contracting Officer, Supply Division Office of the Chief Signal Officer Room 3426 Munitions Building Washington D C, the carbon copy to be retained

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Where copies of plans are requested a deposit of \$ None will be required to insure their return

Guarantee will be required with each bid as follows Waived (8 paragraph 8 (I t tf t Bidd)

Performance bond will be required as follows Standard Form No. 25 - Revised to be executed in the sum of ten percent (10%) of the total consideration of the contract <u>PAYMENT BOND</u> Payment Bond will be required in the amount of fifty percent (50%) of the total consideration of the contract

Laquidated damages for delay will be required at the rate of \$10 00 per day for each and every day of delay beyond time specified for the completion of the contract

Partial payments (See Arti 1 oo t t) be made

 $\begin{array}{c} \text{Article on patents} \begin{cases} \text{will} \\ \text{wilk mat} \end{cases} \text{be made a part of the contract} \\ (8 \quad \text{direct}i \quad \text{back } f \quad t \quad t) \end{array}$

DOCUMENT NO 1

in triplicate. Construction (Stand Form No. 21) - RESTRICTED/ Bids must be submitted upon the Standard Governm nt Form of Bid and the succe stul bidder will be required to execute the Standard Government Form of Contract for Construction (Stand Form No. 23 - Revised) - copy attached

The right is reserved as the interest of the Government may require to reject any and all bids to waive any informality in bids received and to accept or reject any items of any bid unless such b d is qualified by specific limitation

Envelopes containing bids must be sealed marked and addressed as follows

Bid for Supply and installation of Burglar Alarm System

To be opened February 26 1940 at 11.00 A M. E.S. T.

Inclosure No 1 AGREEMENT - RESTRICTED in dup C D Cuny Major, Signal Corps U S Army,

Contracting Officer N —S StaddG ment Intutont Bdde and cpy fthe Standad Government Form of Contat Rix Ranky and Performence The Standard Government Form of Contat forwarded for your information including Reply Envelope - RESTRICTED

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(2)

Standard Form No 21 Approved by the President Nov 19 1928

STANDARD GOVERNMENT FORM OF BID

ID:A71995

(CONSTRUCTION CONTRACT)

(Constituting <u>RESTRICTED DOCULENT NO. 1</u> attached to and forming part of OCSIGO. INVITATION NO. (R-4875) W 1049-40-1.)

(Place) Albes Bldg., Washington, D.C.

(Date) February 23, 1940

To ---Contracting Officer, Supply Division, Office of the Chief Signal Officer, Room 3426, Munitions Building, Washington, D. C.

In compliance with your invitation for bids dated **February 16, 1940** and subject to all the conditions thereof, the undersigned

OCSIGO. INVITATION NO. (R-4875) W 1049-40

a corporation organized and existing under the laws of the State of **New Jersey** a partnership consisting of

or an individual trading as

of the city of Newark

hereby proposes to furnish all labor and materials and perform all work required for in the supply and installation of a complete local electric burglar alarm system in Rooms 3335 to 3337, inclusive and Rooms 3341 to 3350 inclusive, Munitions Building, Washington, D. C., including the corridor within this area.

in strict accordance with the specifications, schedules, and drawings, as described in Signal Corps Outline Specifications dated February 8, 1940, (RESTRICTED DOCUMENT NO.2) for the consideration of

(1)

THIRTY-THREE HUNDRED DOLLARS (\$3300.00).

Certifieds A true copy.

Cuny, Major, Signal Corps



The undersigned agrees, upon receipt of written notice of the acceptance of this bid within days (60 days if no shorter period be specified) after the date of opening of the bids, to execute the standard form of Government contract, in accordance with the bid as accepted, and give bond, with good and sufficient surety, or sureties, for the faithful performance of the contract, within 10 days after the prescribed forms are presented for signature

immediately

Performance will begin within / <u>selender dever</u>after date of receipt of notice to proceed and will be completed within 21 calendar days from that date *

(* The words "that date" refer to date of receipt of notice to proceed.)

- - - -

. .

ELECTRO-PROTECTIVE CORPORATION By Robert 3. Meyers (Signed) Robert 3. Meyers, Commercial Manager, Albee Building, Washington, D. C. 1605 Court Seuare Bldg., Baltimore, Md. (Business address)

10-1770

Note --- Read Standard Government Instructions to Bidders before preparing this bid

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U S Standard Form No 25 (Revised) Approved by the Secretary of the Treasury Sept 16, 1935

PERFORMANCE BOND

(CONSTRUCTION OR SUPPLY)

BOND NO. 1846347

know all Men by these Presents, That we, ELLCIRO PROTECTIVE CORPORATION,

a corporation of the State of Newsey Asta Buns 4 5 and 7)

as PRINCIPAL, and THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, A CORPORATION of the State of New York, with principal office at 80 Maiden Lane, New York New York

(See Instructions 2 3 4 and 7) are held and firmly bound unto the United States of America, hereinafter called the Government, in the penal sum of THREE HUNDRED FIFTY AND 60/100 (\$350.00) dollars for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract, hereto attached, with the Government, dated **March 14**, 19 40, for

supply & installation of complete electric burglar alarm system in Munitions Building, Washington, D. C.

Now THERDFORE, If the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Government, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void, otherwise to remain in full force and virtue

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 16th day of March , 19 40, the name and corporate seal of each

corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body

/

ı presence of		
	(Individual principal)	[SUAL]
(Address)	(Business address)	
	(Individual principal)	[SEAL]
(Address)	(Business address)	
	(Individual principal)	[SEAL]
(Address)	(Bu mess address)	
	(Individual principal)	[SDAL]
(Address)	(Business address)	
	(Individual surety)	[SEAL]
(Address)	(Business address)	
	(Individual surety)	[SEAL]
(Address)	(Business address)	
itest	ELECTRO PROTECTIVE CORPORATION (Corporate principal)	N
	Union & Market Streets, Ram (Business address)	urk, Na Io
Reshert In Taland	BACKopman Pers [*	TTIX CORPO] RATE SEAL]
itest	THE FIDELITY AND CASUALTY COMPANY (Corporate surety)	OF BEIT
Sichard C. Ross, Attorney		TFIX CORPO]
The rate of premium on this bond is \$5.00		******

Total amount of premium charged, \$\$5.00

(The above must be filled in by corporate surety)

REF	ID:A71995
U S Standard Form No 25-(Revised Sept 16 193.)	
SHEET 2	[Performance Bond]
_	E AS TO CORPORATE PRINCIPAL
, , , - , who signed the	, certify that I am the secre- I in the within bond, that AB Chapman said bond on behalf of the principal, was then hat I know his signature, and his signature thereto is genuine, aled, and attested for and in behalf of said corporation by
	Herbert M Jafaich [CORPORATE]
AFFIDA	VIT BY INDIVIDUAL SURETY
STATE OF	
State of	88
I,	, being duly sworn, depose and say that I am
one of the sureties to the foregoing bond, legally competent, that I am by occupation	, that I am a citizen of the United States, and of full age and
for	last past doing business at
and residing at	m m
interest I have in any so-called communities real estate described as follows, which is low	a such interformer to the former than the former of the second se
(a)	(Description of property)
	for a contraction of the second secon
that the fair valuation of said real estate :	is (\$), that the assessed value of that property
for taxation purposes is (\$ any homestead law, community, or marr), that said property is not exempt from seizure and sale under nage law, or upon attachment, execution, or judicial process, s against said real estate are the following
(b)	
owing and incurred do not exceed \$	ver and above my just debts and liabilities in property subject
	onai personai property consists or the following
owing and incurred do not exceed \$ I am worth the sum of \$, in addition to the real property above descri- yer and above my just debts and liabilities in property sub

(3)

10-2202

REF	ID	*	A7	1	9	9	5
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That I am not surety on any other bonds, e	xcept as follows:	
(d)(State character and amou	nt of each bond. If not on other bouds, so	stute)
That I am not a partner in the business of or may appear as surcty. This affidavit is made surcty on the foregoing bond.		
	(Signed)	rety's signuture)
Subscribed and sworn to before me this at	day of	19,
[OFFICIAL SEAL]	(Title of off	ficial administering catb)
AFFIDAVIT BY	INDIVIDUAL SURETY	
STATE OF		
I, one of the suretics to the foregoing bond; that I legally competent; that I am by occupation a for		depose and say that I am States, and of full age and
and residing at	in in	
that I am worth in real estate and personal prop dollars over and above (1) all my debts and lis from execution, (3) any pecuniary interest I hav any interest I have in any so-called community pr real estate described as follows, which is located	abilities, owing and incurred e in the business of the print roperty; that I am the solo ov	cipal on said bond, and (4)
(a)	(Description of property)	
that the fair valuation of said real estate is (\$	said property is not exempt i w, or upon attachment, exe at said real estate are the foll	ssed value of that property from seizure and sale under cution, or judicial process; lowing:
	(4) 162203	

and that there are no encumbrances against said real estate other than as above stated; that my liabilities owing and incurred do not exceed \$; in addition to the real property above described, I am worth the sum of \$; over and above my just debts and liabilities in property subject to execution and sale, and that the additional personal property consists of the following:

ID:A71995

(c)(Descrit	e personal property fully)	
That I am not surety on any other bonds, exc		
(d)(State character and amount		, so state)
That I am not a partner in the business of t or may appear as surety. This affidavit is made as surety on the foregoing bond.		
(Signed)	(Surety's signature)
Subscribed and sworn to before me this	day of	19,
at		
[OFFICIAL SEAL]		
NoteSee Instruction No. 10 before executing the fo		Title of official administering oath)
	OF SUFFICIENCY	
I HEREBY CERTIFY, That above, is personally known to me; that, in my jud as such; and that, to the best of my knowledge and affidavit are true.	gment, said surety is re belief, the facts stated b	by said surety in the foregoing
		(Official title)
		(Address)
CERTIFICATE	OF SUFFICIENCY	
I HEREBY CERTIFY, That above, is personally known to me; that, in my jud as such; and that, to the best of my knowledge and affidavit are true.		
		(Official title)
	(5) 10-2203	(Address)

INSTRUCTIONS

goons to tetag Love to to a state of the entit of the 1 This form shall be used for construction work or the furnishing of supplies, whenever a bond is There shall be no deviation from this form except as authorized by the Director of Prorequired - the ecution and the contraction of a contraction of the contract of the curement

2 The surety on the bond for any bid or for the performance of the contract may be any corporation authorized by the Secretary of the Treasury to act as surety, or two responsible individual sureties Each individual surety shall justify in a sum not less than the penalty of the bond

3 A firm, as such, will not be accepted as a surety, nor a partner for copartners or for a firm of which he is a member Stockholders of a corporate principal may be accepted as survives provided their qualifications as such are independent of their stock holdings therein Sureties, if individuals, shall be citizens of the United States, except that surgiues on bonds executed in any foreign country, the Canal Zone, the Philippine Islands, Puerto Rico, Hawan, Alaska, or any possession of the United States, for the performance of contracts entered into in these places, need not be citizens of the United States, but if not citizens of the United States shall be domiciled in the place where the contract is to be performed

4 The name, including full Christian name, and residence of each individual party to the bond shall be inserted in the body thereof, and each such party shall sign the bond with his usual signature on the line opposite the scioll seal, and if signed in Maine or New Hampshile, an adhesive seal shall be affixed opposite the signature (cigned)

5 If the puncipals are partners, their individual names shall appear in the body of the bond, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals

6 The signature of a witness shall appear in the appropriate place, attesting the signature of each individual party to the bond OFFICIAL SE

7 If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name

8 The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached thereto In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies

9 Each individual surety shall justify, under oath, according to the form appearing on the bond, before a United States commissioner, a clerk of a United States court, a notary public, or some other officer having authority to administer oaths generally If the officer has an official seal it shall be affixed, otherwise the proper certificate as to his official character shall be furnished Where citizenship is not required, as provided in paragraph 3 of these Instituctions, the affidavit may be amended accordingly CERTIFICATE OF SUP 1 ----

10 Each certificate of sufficiency shall be signed by an officer of a bank or trust company, a judge or clork of a court of record, a United States district attorney or commissioner, a postmaster, a collector or deputy collector of internal revenue, or any other officer of the United States acceptable to the department or establishment concerned עות אדא זראה לדע

Further certificates as to the financial qualification of the sureties may be required from time to time, which certificates must be based on the personal investigation of the certifying officers at the time of the making thereof, and not upon prior certificates

11 The date of the bond must not be prior to the date of the instrument for which it is given

(6)

U. S. Standard Form No. 25-A Approved by the Secretary of the Treasury Sept. 16, 1935

BOND NO. 1046347

PAYMENT BOND

(CONSTRUCTION)

Pursuant to the Act of Congress, Approved August 24, 1935 49 Stat. 1011

ELECTRO PROTESTIVE COEPORATION know all Men by these Presents, That we, corporation of the State of Des Bersey (See Instructions 4, 5, and 7)

as PRINCIPAL, and THE PICHLITY AND CASUALTY COMPANY OF NON YORK, a corporation of the State of New York, with principal offices at 00 Maiden Lane, New York as SURETY, Sew York (See Instructions 2, 3, 4, and 7)

are held and firmly bound unto the United States of America, hereinafter the penal sum of ONE TROMAND EXTENNEL RELEASED FIFTY IN CONTROL Government, in dollars - 24 for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a pertain contract, hereto attached, with the Government, dated

Supply & Installation of complete electric burglar alarm system in Munitions Bullding, Machineton, D. C.

Now, THEREFORE, If the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

In witness whereor, the above-bounden parties have excepted this instrument under their several day of , the name and corporate seal of each seals this , 19

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corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

n presence of—			
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			[SEAL]
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		(Individual surety)	
(Address)		(Business address)	
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(2)

U.S. Standard Form No. 25-A-(Approved Sept. 16, 1935)

[PAYMENT BOND]

CERTIFICATE AS TO CORPORATE PRINCIPAL , certify that I am the taked I. secretary of the corporation named as principal in the within bond; that as Chapman , who signed the said bond on behalf of the principal, was then eut of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body. Herbert h AFFIDAVIT BY INDIVIDUAL SURETY ante a construction and STATE OF 88: COUNTY OF , being duly sworn, depose and say that I am Ι, one of the sureties to the foregoing bond; that I am a citizen of the United States, and of full age and legally competent; that I am by occupation a last past doing business at for in 'n 1 1 and residing at ; that I am worth in real estate and personal property the sum of dollars over and above (1) all my debts and liabilities, owing and incurred, (2) any property exempt from execution, (3) any pecuniary interest I have in the business of the principal on said bond, and (4) any interest I have in any so-called community property; that I am the sole owner in fee simple of certain real estate described as follows, which is located at e se la barga p an than a start for the (a)_____ (Description of property) ----that the fair valuation of said real estate is (\$ 100 million in a bit is assessed value of that property for taxation purposes is (\$); that said property is not exempt from seizure and sale under any homestead law, community, or marriage law, or upon attachment, execution, or judicial process; that the mortgages or other encumbrances against said real estate are the following: in March and Anna and that there are no encumbrances against said real estate other than as above stated; that my liabilities owing and incurred do not exceed \$ mean reasonant pin addition to the real property above described, I am worth the sum of \$ over and above my just debts and liabilities in property subject to execution and sale, and that the additional personal property consists of the following: (Describe personal property fully)

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REF ID:A71995 INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, shall be used in connection with all contracts exceeding two thousand dollars in amount, for the construction, alteration, or repair of any public building or public work of the United States. There shall be no deviation from this form except as authorized by the Director of Procurement.

2. The surety on the bond may be any corporation authorized by the Secretary of the Treasury to act as surety, or two responsible individual sureties. Each individual surety shall justify in a sum not less than the penalty of the bond.

3. A firm, as such, will not be accepted as a surety, nor a partner for copartners or for a firm of which he is a member. Stockholders of a corporate principal may be accepted as sureties provided their qualifications as such are independent of their stock holdings therein. Sureties, if individuals, shall be citizens of the United States, except that sureties on bonds executed in any foreign country, the Canal Zone, the Philippine Islands, Puerto Rico, Hawaii, Alaska, or any possession of the United States, but if not citizens of the United States shall be domiciled in the place where the contract is to be performed.

4. The name, including full Christian name, and residence of each individual party to the bond shall be inserted in the body thereof, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal, and if signed in Maine or New Hampshire, an adhesive seal shall be affixed opposite the signature.

5. If the principals are partners, their individual names shall appear in the body of the bond, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.

6. The signature of a witness shall appear in the appropriate place, attesting the signature of each individual party to the bond.

7. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.

8. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached thereto. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

9. Each individual surety shall justify, under oath, according to the form appearing on the bond, before a United States commissioner, a clerk of a United States court, a notary public, or some other officer having authority to administer oaths generally. If the officer has an official seal it shall be affixed, otherwise the proper certificate as to his official character shall be furnished. Where citizenship is not required, as provided in paragraph 3 of these Instructions, the affidavit may be amended accordingly.

10. Each certificate of sufficiency shall be signed by an officer of a bank or trust company, a judge or clerk of a court of record, a United States district attorney or commissioner, a postmaster, a collector or deputy collector of internal revenue, or any other officer of the United States acceptable to the department or establishment concerned.

Further certificates as to the financial qualification of the sureties may be required from time to time; which certificates must be based on the personal investigation of the certifying officers at the time of the making thereof, and not upon prior certificates.

11. The date of this bond must not be prior to the date of the contract in connection with which it is given.

(A)

0-2203 U.S. GOVERNMENT PRINTING OFFICE

CIRCUITS AND OPERATION OF E. P. C. LOCAL BURGLAR ALARM SYSTEM AS PROPOSED FOR UNITED STATES WAR DEPARTMENT SIGNAL CORPS

A. C. Operations

Operation from A. C. power lines is obtained by the use of a transformer and copper oxide rectifier. The rectifier is connected across the dry cells with two resisters in series with the positive line. A 25Mfd 25 volt electrolytic condenser is shunted across the output of the rectifier to provide filtering action for the rectified current. The adjustable resister (R-5) is provided so that the current required for the system can be varied and should be adjusted so that no current is flowing either into or out of the batteries.

A Resister R8 is utilized to prevent a ground on the normally ungrounded loop from causing a "short circuit" across the 70 volt secondary of the transformer, eliminating the possibility of injury to the transformer.

In the accompanying schematic drawings "sketch B", the A. C. power supply and trouble locating system, wiring is indicated in red so that it is readily identified from the system as called for in the basic bid. The operation of the trouble locating system is readily apparent and in view of the inherent characteristics of Neon gas it can be seen that normally the trouble locating Neon lamps have no effect on the system, however, upon operation of the trouble switch 70 volt A. C. is applied to the protection wiring and the Neon gas becomes active and the lamps will glow.

The resistor R-7 is included to provide a completed circuit through the protective wiring when the trouble locating switch is operated to its "on" position. An Sma A. C. circuit is established through the contacts, window contacts, wall panels, etc. This current is decided upon in order to burn out any locating corrosive coating on small particles of foreign matter that may accumulate on the contacts during the protection "off" period.

Normal "Protection On" Gondition:

The circuit as shown on sketch B is in its normal "protection on" position. It consists of a conventional single circuit that may be traced from the positive terminal of the battery to the alarm magnet, then through Resister R3, the housing lining and tampers, continuing through control pryoff tamper, contact Si73 and contact Tsl to the ungrounded side of the premises wiring. The circuit may be further traced through contact Ts2, resister R1 to the millianmeter, the control unit door tamper, contact Si71, to the magnet of the alarm relay A, through contact Si72 and grounded loop of the protective premise wiring, to ground. The circuit continues through contact Al of the alarm relay to the negative side of the battery. The relay L is connected parallel with the alarm bell by a circuit established through the fuse, contacts C1 and SN4. The current in the night protective circuit is adjusted to .010A by means of the adjustable resister RL.

Alarm Condition:

The opening of any attachment, a break or cross in the premises wiring will cause the magnet of the alarm relay to become de-energized. Upon de-energization, the contact Al of the alarm relay will open and contact A2 will close. Contact A2 connects the alarm device and locking relay directly across the dry cell batteries and output of the rectifier, causing the alarm device to sound continuously and the locking relay to become energized. The back contact L(11) of the locking relay opens, making it impossible to restore the circuit by merely closing the attachment or opening or removing the cross in the protective wiring, and the front contact L(11) closes, creating a holding circuit through the magnet of the locking relay and maintaining the circuit through the alarm device. The parallel connection of contacts A1 and A2 of the alarm relay and L(11) of the locking relay is utilized to minimize the possibility of false alarms from extraneous (building) vibrations, etc., and to eliminate the use of a wiring suspension method of mounting the alarm relay.

The locking relay is also arranged to perform the following functions: contact L (R-3) operates the headquarters annunciators. Contact L (RL) shunts out the adjustable (rectifier) resistor R5 so that the greater portion of the current required for the operation of the bell is taken from the rectifier and only a minor portion is taken from tho dry cells. This feature is included to obtain dry cell economy and eliminate frequent replacements.

"DAY" OR "PRETECTION OFF" CONDITION:

When the premise is to be opened, the shunt switch is first operated to "off" (contact closed) position. This places a shunt around the contacts on the main entrance door, and other removable attachments, allowing entry without sounding the alarm. The control cabinet is then opened and the key switch returned to its "off" position. The circuit through the protective (premises wiring) is opened by contacts 301, 502 and 503 of the switch. A holding circuit for the alarm relay is established from the battery and output of the rectifier through the resister RB, the key switch, alarm relay magnet and closed contact of 302. The current in this circuit will be .010 amperes.

Test Procedure:

When the key switch in the control unit is operated to its "test" position a test circuit is established from the positive side of the battery and rectifier, through the alarm bell mechanism, R3, the housing lining and tamper contacts, to the protective (premises) wiring (live side), continuing through resister R1, the milliaumeter, the back contact of the control -3-

cabinet door tamper, resister R4, the grounded protective loop, returning through the ground conductor to the outer housing and contact Al to the negative side of the battery. With the circuit in this condition the meter should read .010 amperes. If no reading is obtained on the meter, it indicates an improperly closed attachment or a defect or trouble in the wiring. The trouble can generally be located by use of the Neon trouble locating feature, previously described.

The operation as indicated here is for one control, controlling one area and the alarm unit in both the message room and guard room. The procedure for the other area is identical and is independent of the first area.

DESCRIPTION OF E. P. C. LOCAL BURGLAR ALARM SYSTEM

General:

The E. P. C. Grade "A" Morcantile Burglar Alarm System is the most modern and efficient available on the American market. In it, features are incorporated which take advantage of modern developments in electrical science. Basically, E. P. C. systems exceed the rigid requirements of the Underwriters Laboratories, Inc. for Grade "A" Burglar Systems.

The system as called for in Signal Corps Outline Specification, Invitation No. (R-4875) W-1049-40-1, would not include many of the features incorporated in the E. P. C. Grade "A" system. However, an additional quotation has been made over and above our basic bid which would be the cost of adding these features to the system as specified.

A description of the system as specified follows:

Protection Methodst

The protection methods to be employed are to follow standard practice as recommended by the Underwriters' Laboratories, Inc. and in each detail will comply with the specifications; specifically, double circuit protective circuits are to be employed in such a manner as to afford the highest possible degree of immunity against attack. All screens are to be of stendard recommended material, dimensions, and circuit wiring. A choice of two types of screen circuit wiring is offered, ie-alternate bars of the same polarity which is known as 1-4 wiring or adjacent bars of the same polarity which is known as 1-9 wiring. This circuiting cannot be changed once the screens are constructed.

All contact devices, door shunt switches, connection and circuit wiring shall be approved standard as recommended for burglar alarm practice. (See photograph).

Local Control Units:

Local control units in each protected area shall consist of E. P. C. key operated control cabinet which contains an "on"-"off" lock switch, supervisory meter, and necessary wiring and devices for its proper functioning. The cabinet is equipped with a hinged door operated by a key, such hinged door being equipped with tamper contacts. One control unit is to be provided in each protected area. (See photograph).

The E. P. C. key control has circuits which are so arranged that it requires the operation of the key switch in the control cabinet <u>and</u> the key switch on the outside of the premises at the time of setting the alarm. If the switch in the control cabinet is left in the "off" position and the operator attempts to operate the door switch upon leaving the premises, an alarm will sound immediately notifying the subscriber of his neglect.

In other systems it is possible to completely forget and omit the operation of the "on" and "off" switches in the control unit cabinet and to
leave the premises, operating the door switch in the usual manner. In doing so, the operator would naturally assume protection on the area as being established but inasmuch as the "on" and "off" switch in the control unit was in the "off" position, there would be absolutely no protection on the area.

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It is this circumstance which forces some manufacturers to employ the use of an outside system operation light in an attempt to overcome the above described operation deficiency. The weakness of the light is apparent in view of the fact that it is something else to operate and can itself be forgotten.

On the average installation, it is possible for an intruder to hide in the protected area during the open period and after the area is closed and protection applied, the intruder can go to the control unit and with a knowledge of the location of the control tamper contact, use means to prevent its operation while prying open the cover on the local control unit. Once the cover is open the system can be turned off at the local control and all protection removed from that area.

This possibility does not exist with the E. P. C. system inasmuch as <u>both</u> the door shunt switch and the switch in the control unit must be operated to their "off" position before the alarm is inoperative.

When an attack of the type mentioned above is mide, the intruder may pry or otherwise succeed in opening the E. P. C. control unit, however the alarm will ring when an attempt is made to turn the system off even with the proper key because it is also necessary to operate the door switch before the system is inoperative. It is absolutely necessary that the outside door switch also be operated before the alarm bell could be silenced. The lock switch used on the outside door consists of a cylindrical type locking barrel and this arrangement has been approved as pick-proof by the Underwriters' Laboratories, Inc. Further-Amore the keys furnished cannot be duplicated except at the factory, due to their unique type, and then only when a proper code number is supplied to the manufacturer.

This code number does not appear on any of the keys nor can be identified in any manner on the lock. E. P. C. contains no record of such numbers and keys can be ordered only by authorized representatives of the subscriber. Many lock switches employing ordinary Yale keys or other flat tumbler keys can easily be duplicated at the nearest hardware store.

Alarm Units:

Alarm units are to be of E. P. C. manufacture and are to be connected in accordance with the specifications to the local control units by fully supervised double circuit wiring in such a manner as to prevent tampering without initiating proper signals in the alarm unit. The alarm unit shall consist of a steel cabinet equipped with tarper contacts which will prevent access to the arlarm equipment without sounding an

-3-

alarm. The cabinet shall contain the necessary relays, wiring, bells, anunciator drops, etc., for the proper and efficient operation and control of the system. Dry cell batteries will be included either in this cabinet or in a tarper-proof cabinet adjacent thereto as required:

In the E. P. C. circuit design, the bell is under constant electrical supervision and should there be anyderangement of the bell wiring, it would be impossible to place the system in service at closing. This feature eliminates the need of normal operation of the alarm bell for testing purposes when unlocking the system, which procedure is worthless inasmuch as the test occurs <u>after</u> the use of the system instead of before. (Equipment shown in photograph to be modified in accordance with the specifications).

Tall Protection:

For the protection of wall surfaces we recommend and propose the use of foiled panels which is considered the most effective method of protecting such surfaces. This method consists of the application of an approved foil directly on the selected type panels. The foil is spaced and circuited in accordance with specifications.

The construction of these panels is as follows:

Panels of pre-determined dimensions designed to accurately fit the wall space are cut to size and approved foil of not less than 2" width nor more than 1" width, is fastened to the surface of each panel, with high-grade asphaltum, on 5" centers and circuited in a manner which provides approved 1-3 or 2-4 wiring as selected. The entire surface of the panel is then covered with asphaltum and the foiling is covered with a sheet of building paper, thus forming a moisture-proof envelope for the foil. The panels are then installed on the wall to be protected and painted as required. The advantages of this method of protection are as follows:

- (1) The panels are moisture-proof thereby reducing false alorm and trouble difficulties due to corrosion or moisture short circuits.
- (2) The panels are less susceptible to open circuits because of the flexible nature of the foil.
- (3) The protection offers the greatest resistance to attack or tampering by virtue of the concealed nature of the foil and the inherent susceptibility of the foil to break ge upon direct attack.
- (4) Test blocks in each panel are provided so that ready access to the circuits for testing purposes is available.
- (5) This is the only method approved by the Underwriters' Laboratories for the direct protection of walls where the highest possible quality of protection is necessary.

Screens for Mindows & Doors:

Due to the fact that electrical protection applied to windows and doors is susceptible to mechanical injury, it is recommended and proposed that electrical wood screens be provided, these screens to be constructed as follows:

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Wood frame works of approximately 1" x 1" poplar are constructed to proper window size and supported in the frame work are 3/8" wood dowels spaced on 4" centers, such dowels to be slotted to receive 24 gauge enameled wire. The circuiting of the screens is to be as described above under "Protection Methods". Applied to each corner of each screen will be a removable contact ear through which the circuit is carried to the window frame by means of a corresponding latch, in other words, there will be four latches on the frame for each screen and the screen can be easily removed for washing windows, etc. The latches and ears as well as carrying the electrical circuit to the screen provide mechanical support for each screen. All such exposed screens are to be painted at our factory to match the present color of paint on the window frames. This came type screen construction is proposed for the protection of door surfaces.

Contacts on Doors and Windows:

Approved contacts (See photographs 317, 318, 319, 320, 321 and 322) are to be used as window contacts and door contacts.

E. P. C. BURGLAR ALARM SYSTEM WITH ADDITIONAL FEATURES NOT INCLUDED IN THE SPECIFICATIONS

General:

The following are some of the main features which we strongly recommend to be incorporated in the system to be installed in order to provide the highest possible quality protection obtainable:

(1) It is recommended that the E. P. C. System which uses both alternating current from building power supply as well as dry cells for its operation be used. A special circuit arrangement provides for normal operation of the system from the building supply and the dry cells are used as stand-by power to be used only in emergencies in case of failure in building power supply or an attempt to defeat the system by disconnection of the building power supply to the system. This circuit is so arranged that there is no normal drain on the dry cells, this keeps the dry cell's energy at its full operating capacity at all times. There is no danger of the system failing to operate, due to power failure, in case of an attack.

The advantages of using two sources of power supply such as recommended is apparent when comparison is made to a system which uses dry cells only as a power source. Dry cells such as are ordinarily used, generally have the capacity for operating the system for approximately one year when no alarms are experienced on the system. However, as the batteries age, their capacity decreases and it is possible that even though the batteries maintain the protection circuit in proper operating condition there may not be sufficient energy to operate the alarm bells upon attack. es from buttory oper

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Failure of the batteries from battery operated systems at the time of closing would prevent the use of the system until such batteries were replaced. Also failure of the protective circuit batteries during the protected period would cause a false alarm and the system would be out of service until the batteries were replaced.

(2) Systems operated from dry cells alone usually do not employ more than 5 milliamperes drain in the protection circuit. This amount of current is sometimes insufficient to break down oxides or small particles of dust which may collect on window and door contact surfaces, thus the presence of such dust or oxide in any one contact would prevent the use of the system until the trouble was located and remedied. The E. P. C. system, because of the use of building power which does not require the conservation of battery energy. can employ up to ten milliamperes in the protection circuit which current is much more effective in breaking down the oxides and small dust particles which normally collect on the various contact surfaces. than the smaller currents necessarily used when batteries alone are used. This feature alone tends to reduce the number of times that it may be impossible to place the system in operation at closing time and further provents false alarms after the system is set.

- (3) The E. P. C. arrangement of floating the dry cell betteries in the circuit consists of a signal transformer power unit containing a transformer with 12 volt and 70 volt taps and a copper oxide full wave rectifier with filtering resisters and condensers. The 12 volt rectifying supply is used to float the batteries and to supply normal current to the system, while the 70 volts A. C. is used to operate trouble locating devices later described.
- (4) The trouble location feature is of extreme importance in view of the fact that it makes it possible to operate the system in regular dayin and day-out service with the minimum of operating difficulty. The trouble locating feature makes it possible to immediately locate improperly closed windows or doors and other forms of trouble which prevent ready and convenient closing and setting of the system.

In this particular installation where there will be a considerable amount of wall protection made immediately inaccessible due to the wallboard covering, it is obvious that a broken wire or other fault in the concealed wiring would introduce unusual difficulty in locating the exact point of the fault. It is our experience with regard to the use of electrical wall protection that regardless of manufacture, open circuits constinues occur and are a serious consideration in the maintenance of the system. These openings sometimes occur due to the normal settling, building vibration, impact of office furniture, chairs, etc. (5) E. P. C. provides a special circuit arrangement very simple but effective which makes it possible to place small Neon lights in the protective wiring at various intervale, such as at each group of windows and in each section of wall protection, so that when an O. H. signal cannot be obtained at the local control panel, a trouble locating switch supplied in the local control panel, a immediately operated and the Neon lights can be observed throughout the protected area. These lights can be arranged near the ceiling so that it is only necessary for the operator to observe the lights in proper sequence until a point is reached where an unlighted lamp is found. The defective portion of the system would then be between the last lighted lamp and the first unlighted lamp. Should the defect be found to be in a wall panel, that panel is immediately identified and the trcuble is immediately isolated for repair.

It is obvious that this method of trouble location eliminates many sources of annoyance and inconvenience in the operation of the system and further assures a minimum of time that the system might not be available for use. As can be seen from the accompanying circuit diagram, the source of supply for the Neon lamps is obtained from the 70 volt taps in the power supply transformer. The Neon light method of locating openings is the latest and most efficient method designed and utilizes recent scientific advances in electrical engineering.

The Neon light method of locating openings and trouble in connection with the protective circuits is an exclusive and patented feature used in conjunction with E. F. C. systems only.

E. P. C. agrees to furnish and install all accessorires, devices, equipment, etc. for the addition of the above described double power source and Neon trouble locating system for the sum of TWO HUNDRED DOLLARS (\$200.00), in addition to the basic bid. A. B. CHAPMAN, President REINHOLD H. FORSTMANN, Survey Trea

REF ID:Ą71,99

- B. JEFFERY, Vice President

HERBERT M. LAFORD, And Secretary Treasurer

ELECTRO - PROTECTIV 3

Fire . Burglary . Holdup Systems and Services

560 BROAD STREET, NEWARK, N. J. TELEPHONE • MITCHELL 2-4076 Republic 2131 Albee Building Washington, D. C.

CORPORATION

Office of the Chief Signal Engineer Supply Division Munitions Building Washington, D. C.

Reference: OCSIGO, Invitation No. (R-4875 W-1049-40-1) Attention: C. D. Cuny, Major, Signal Corps, U. S. A.

Gentlemen:

Attached hereto you will find our bid with regard to the subject invitation for Burglary Protection as specified in Restricted Document #2.

Attached hereto you will find:

- 1. Executed standard Government form of bid #21 in triplicate
- 2. Standard Government form of bid bond #24 in triplicate
- 3. A group of photographs of E. P. C. equipment
- 4. Description of E. P. C. Local Burglar Alarm System
- 5. Description of Circuits and Operation of E. P. C. Local Burglar Alarm System.
- 6. Sketch A, Straight Line Diagram of Proposed Installation
- 7. Sketch B, Engineering Schematic Diagram of complete system.

The complete schematic diagram was submitted in its present form due to the fact that insufficient time was available for proper preparation of blue prints. However, the sketch used in conjunction with the descripation of circuit operation should enable you to determine the merits of the system offered.

All restricted documents, still in our possession, will be returned in accordance with the standard agreement which was executed by us.

We trust that consideration of our bid will enable you to decide in favor of our proposal.

Very truly yours,

ELECTRO-PROTECTIVE CORPORATION

Robert S. Meyers Commercial Manager

RSM/cab

TREVENTING LOSS Furnishes Broadest Scope of Protection against Destruction of both Tangible and Intangible Assets, Business Continuity, and other Complications caused by Far-Reaching Effects of Fire, Burglary and Holdups.

February 8, 1940

SIGNAL CORPS OUTLINE SPECIFICATIONS

(Constituting RESTRICTED DOCULENT NO. 2, attached to and forming part of OCSIGO. INVITATION NO. (R-4875) W 1049-40-1.)

<u>RESTRICTED</u>

Notice. - This document contains information affecting the national defense of the United States within the meaning of the Espionage Act (U.S.C. 50:31, 32). The transmission of this document or the revelation of its contents in any manner to any unauthorized person is prohibited.

Section I - General Conditions: Description of Specifications; Drawings Required of the Contractor and Installation and Maintenance Instructions; Material and Workmanship; Final Inspection and Test; Control of and Access to Work; Liability for Damages; Compensation Insurance; Notice.

Section II - Special Conditions: Federal Tax; Certificate Reference Growth & Production United States; Patents; Eight-Hour Law - Convict Labor; Bonds Required; Termination when Contractor not in Default; Descriptive Data with Bid; Experience and Facilities; Statement of Facts; Prevailing Rates of Wages.

Section I - General Conditions:

I - 1 - Description of Specifications: These specifications cover the requirements of the United States Signal Corps for the supply and installation of a complete local electric burglar alarm system in Rooms 3335 to 3337 inclusive and Rooms 3341 to 3350 inclusive, Munitions Building, Washington, D. C., including the corridor within this area. This system shall be of the double-closed circuit, fully supervised type (A.D.T. or equal).

Declassified by NSA/CSS

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Deputy Associate Director for Policy and Records

on 20130501

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Sheet 1 of 8 sheets.

SHEET NO. 2

SIGNAL CORPS OUTLINE SPECIFICATIONS (Cont.)

Section I - General Conditions: (Cont.) <u>I - 1 - Description of Specifications</u>: (Cont.) Scope:

The rooms designated shall be protected by means of burglar alarm screens on all windows, exterior doors and walls, - all to be installed as hereinafter described, so that when protection is established, any attempt to enter the rooms through protected points or any unauthorized tampering with the protective wiring will automatically cause an alarm gong to ring and an annunciator drop to operate in the alarm units in the Guard Room, Munitions Building, on first floor and in the Message Center, Munitions Building, on third floor. Operation of the drop will indicate the room into which entrance is being attempted or whose protective wiring is being tampered with, before access to the room is obtainable.

Each suite of rooms as underlined above shall be operated under one local control unit and shall be considered as one protective area, a total of two areas to be covered in this project.

All equipment and apparatus shall constitute a unified system for the satisfactory operation of which one manufacturer shall be responsible.

Wires & Cables & Conduit:

Wirings inside of the rooms specified shall consist of individually insulated conductors or cables of a character and size recommended by the manufacturers and approved by the contracting officer. Wiring from local control units to alarm units to be of double-closed circuit fully supervised type in lead-covered, non-coded cables. Wiring from room to room across corridors shall be inclosed in galvanized or sherardized conduit. All circuits shall be so arranged and installed that the breaking or shorting of the protective circuit or cutting of the protective cable will automatically initiate an alarm and indicate in the alarm units the protective circuit or circuits in trouble.

Room Protection:

All outside windows shall be fully protected with removable double circuited screens and contacts. The window screens are to be applied direct ly to the inside of the sash and must be so designed that the sash must be closed before the protection can be established. The screens must be such as not to interfere with the opening and closing of the windows without removing screens. The circuit shall be so arranged that thereafter any unauthorized opening of the sash will initiate an alarm. Walls and partitions, except beams and columns, shall be fully protected with permanent double circuited screens. All screens to provide continuous electric circuits not over 4" apart, the breaking of any one of which will initiate an alarm. All circuits on walls shall be covered by suitable wall board, unpainted.

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SHEET NO. 3

SIGNAL CORPS OUTLINE SPECIFICATIONS (Cont.)

Section I - General Conditions: (Cont.) I - 1 - Description of Specifications: (Cont.) Room Protection: (Cont.)

> Screens and contacts similar to those on the windows shall be applied to the inside of the doors leading into the protected room, screens to cover entire surface of door. A light will be mounted in each of the two areas so that when the system is turned on a check as to the operative condition of the system can be determined. A suitable switch is to be provided to turn this light off after check has been made.

Local Control Equipment:

A single local control panel shall be installed within each of the two protected areas near entrance. Each panel shall house switch, supervisory meter and other equipment necessary to control its respective protected area; all enclosed in cabinet. In addition, a lock switch shall be installed at each entry door to the protected areas. Upon entering an area, lock switch at door must be operated, followed by operation of switch in local control panel to disconnect protection in its respective area. Alarm should be given whenever anyone enters even with proper key. Leaving the area, lock switch at door is operated and switch in control panel set for protection. Tamper springs must be provided on cabinets.

Alarm Units:

These units shall be located in the Guard Room, Munitions Building, on first floor and in the Message Center, Munitions Building, where designated. They shall consist of necessary control apparatus and a drop for each area as visual signals. In addition, a 6" alarm bell and trouble bell shall be included at each. All cabinets shall be tampered and shall include necessary dry cells for the operation and supervision of the system. The alarm bells shall have tamper proof contacts so that signal will be given if attempt is made to disconnect the bell. This installation shall comply with The National Electrical Code and the Fire and Building Regulations of the District of Columbia.

<u>I - 2 - Drawings Required of the Contractor and Installation and Maintenance</u> <u>Instructions</u>: At the time of completion of this installation, contractor shall submit for approval and in accordance with the general provisions of these requirements, complete drawings in quadruplicate of the various items and units required for the installation, complete wiring diagrams showing the manner of connecting and installing each of the various units and general instructions for the regular maintenance and inspection and tests of the system.

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SHEET NO. 4

SIGNAL CORPS OUTLINE SPECIFICATIONS (Cont.)

Section I - General Conditions: (Cont.)

I - 3 - Material and Workmanship: All the material used in the construction of the apparatus shall be selected as the best available for the purpose for which used, considering strength, conductivity, durability, and the best engineering practice. All work shall be done and completed in a thorough workmanlike manne and shall follow the best modern practice in the manufacture of high-grade machinery notwithstanding any omissions from these specifications. All work shall be done by mechanics skilled in their various trades. All parts shall be made accurately to standard gauge where possible so as to facilitate replacement and repair. All equipment shall be of a type which is commercially standard and which has proved satisfactory in service over a period of years.

I - 4 - Final Inspection and Test: When the installation has been completed, the contractor shall furnish a responsible technical expert to give the installed system one thorough checking and complete testing and adjustment. The system shall be guaranteed for a period of one year against mechanical defects.

I - 5 - Control of and Access to Work: The work is entirely under the control of the contracting officer and he or his authorized representative shall have access to same at all times.

<u>I - 6</u> - Liability for Damages: The contractor will be held responsible for all damage to the work under construction of whatever nature. He will also be held responsible for all damages which may occur to persons, property, animals or vehicles from want of proper safety precautions or from any accidents arising from defective apparatus or any negligence on the part of himself or his employees.

<u>I - 7 - Compensation Insurance</u>: The contractor shall provide adequate workmen's compensation insurance for all labor employed on the project who may come within the protection of such laws and shall provide, where practicable, employers' general liability insurance for the benefit of his employees not protected by such compensation laws and proof of such insurance shall be given to the contracting officer to his satisfaction.

<u>I - 8 - Notice</u>: These specifications are furnished with the explicit understanding that when Government drawings, specifications, or other data are used for any purpose other than in connection with a definitely related Government procurement operation, the United States Government thereby incurs no responsibility or any obligation whatsoever; and the fact that the Government may have formulated, furnished, or in any way supplied the said drawings, specifications or other data is not to be regarded by implication or otherwise as in any manner licensing the holder or any other person or corporation, or conveying any rights or permission to manufacture, use or sell any patented invention that may in any way be related thereto.

SIGNAL CORPS OUTLINE SPECIFICATIONS

Section II - Special Conditions:

<u>II - 1 - Federal Tax</u>: 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)) as amended; nor any tax imposed by a state, county or municipality upon the transaction of this procurement of these materials.

<u>II - 2 - Certificate Reference Growth and Production in United States</u>: It is hereby warranted that in the event award is made to the undersigned the unmanufactured articles, materials, or supplies furnished the United States will have been mined or produced in the United States, and the manufactured articles, materials, and supplies will have been manufactured in the United States all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States, except as noted below or otherwise indicated in this bid.

Bidder's Signature

Title

<u>II - 3 - Patents</u>: The contractor shall hold and save the Government, its officers, agents, servants, and employees, harmless from liability of any nature or kind, including costs and expenses, for or on account of any patented or unpatented invention, article, or appliance manufactured or used in the performance of this contract, including their use by the Government.

<u>II - 4 - Eight-Hour Law - Convict Labor</u>: (a) No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the contractor or any subcontractor contracting for any part of said work contemplated, shall be required or permitted to work more than eight hours in any one calendar day upon such work at the site thereof. For each violation of the requirements of this article a penalty of five dollars shall be imposed upon the contractor for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than eight hours upon said work, and all penalties thus imposed shall be withheld for

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SHEET NO. 6

SIGNAL CORPS OUTLINE SPECIFICATIONS (Cont.)

Section II - General Conditions: (Cont.)

II - 4 - Eight-Hour Law - Convict Labor: (Cont.)

the use and benefit of the Government: Provided, That this stipulation shall be subject in all respects to the exceptions and provisions of the act of June 19, 1912 (37 Stat. 137), relating to hours of labor. (b) The contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

II - 5 - Bonds Required:

Payment Bond: Payment Bond, with a surety or sureties satisfactory to the contracting officer for the protection of all persons supplying labor and material in the prosecution of the work provided for in this contract for the use of each such persons shall be furnished herewith in the sum of fifty percent (50%) of the total consideration of this contract.

<u>Performance Bond</u>: Bond, with surety satisfactory to the contracting officer, guaranteeing the faithful performance of the provisions of this contract shall be furnished herewith in the sum of ten percent (10%) of the total consideration of this contract.

II - 6 - Termination when Contractor not in Default: If, in the opinion of the contracting officer upon the approval of the Secretary of War, the best interests of the Government so require, this contract may be terminated by the Government, even though the contractor be not in default, by a notice in writing relative thereto from the contracting officer to the contractor. In case such notice be given the contractor this contract shall terminate. ipso facto, upon the giving of said notice. Upon such termination the contractor shall forthwith deliver to the Government f.o.b. factory, in their then state of completion, all articles, spare parts, drawings, and other information and things called for herein, not previously delivered, and all work in process, materials, and fabricated parts acquired and/or produced by the contractor for the performance of this contract, and the Government shall then forthwith pay the contractor all amounts, if any, remaining due and unpaid under this contract for completed articles, spare parts, drawings, and other information and things called for herein, theretofor completed, delivered, and accepted by the Government; and the Government shall also forthwith pay the contractor for all partially completed articles, spare parts, work in process, materials, fabricated parts, drawings, and other information and things to be so delivered hereunder, an amount to be computed as follows:

(a) There shall be determined by an audit conducted by or for the contracting officer, the total net amount of all expenditures and obligations made and/or incurred by the contractor under this contract in designing, manufacturing, and delivering said partially completed articles, spare parts, work in process, materials, fabricated parts, drawings, and other information and things so delivered hereunder.

RESTRICTED

SHEET NO. 7

SIGNAL CORPS OUTLINE SPECIFICATIONS (Cont.)

Section II - General Conditions: (Cont.)

II - 6 - Termination when Contractor not in Default: (Cont.)

(b) The contractor and the contracting officer shall agree upon an estimate, based on the foregoing audit and any other pertinent data, of the net cost to the contractor of fully completing and delivering said partially completed articles, spare parts, drawings, and other information and things called for herein, all in accordance with the requirements of this contract had it not been terminated, including in such estimate all cost previously incurred under this contract in designing and manufacturing said partially completed articles spare parts, dra wings, and other information and things, as well as those costs which would be required in the future for the entire completion and delivery thereof. In the event of the failure of the contractor and the contracting officer to arrive promptly at such an agreement, said estimate shall be determined in the manner provided in this contract for the adjustment of claims and disputes.

(c) The percentage which the foregoing item (a) is of item (b) shall then be determined and a sum of money equal to that same percentage of the total contract price (plus or minus any additions or deductions for changes), of such partially completed articles, spare parts, drawings, and other information and things, had they been completed, delivered, and accepted in accordance with the terms of this contract, shall then be computed.

(d) The total of all payments, if any, previously made to the contractor on account of such partially completed articles, spare parts, drawings, and other information and things, shall then be ascertained.

(e) The contractor shall then be paid the same sum of money computed in accordance with (c) above, less the total of item (d).

Upon the making of said payment all obligations of the Government to make further payments or to carry out other undertakings hereunder shall cease forthwith and forever, except that all rights and obligations of the respective parties under the articles, if any, of this contract applicable to Patent Infringements and Reproduction Rights shall remain in full force and effect.

II - 7 - Descriptive Data with Bid: Bidder shall submit with his bid the following data:

- (a.) Complete descriptive data of the equipment offered.
- (b.) A complete schematic diagram of the proposed circuits.
- (c.) Such theoretical and practical data as may be necessary to determine fully, without further reference to the bidder, the excellence of the equipment offered and the need for any unusual circuit or appliance.

RESTRICTED

SHEET NO. 8

SIGNAL CORPS OUTLINE SPECIFICATIONS (Cont.)

Section II - General Conditions: (Cont.)

<u>II - 8 - Experience and Facilities</u>: The bidder may be required to furnish satisfactory evidence of experience and facilities for handling the work and may also be required to furnish satisfactory evidence that he has adequate shops, plants, facilities, equipment, financial resources, business and technical organizations and working capital to begin the work properly and prosecute it vigorously in such manner as to secure completion within the time specified.

<u>II - 9 - Statement of Facts</u>: The Signal Corps reserves the right to require, prior to the award of the contract, a statement of facts in detail of the business and technical organization of the bidder available for the contemplated work including financial resources for such part of the work to be used, and experience of organization in construction of comparable work. The Signal Corps reserves the right to reject any bid respecting when the facts as to business and technical organizations, financial resources, or experience, compared with the project bid upon, justify such rejection.

<u>II - 10 - Prevailing Rates of Wages</u>: The Act of Congress (Public #403, 74th Congress), approved August 30, 1935, "To amend the Act approved March 3, 1931, relating to the rates of wages for laborers and mechanics employed by Contractors and Subcontractors on Public buildings," applies to this project and in accordance with the provisions of said Act, the following schedule of minimum hour wage rates has been determined by the Secretary of Labor to be the prevailing rates of wages for the crafts specified to be employed on the installation of a Protective System at Washington, D. C.:

CLASSIFICATION OF LABOR:	RATES PER HOUR
Carpenters, journeymen	\$1.56-1/4
Electricians	1.80
Laborers	.75
Painters	1.57-1/7

Labor Classes Not Listed - Any class of laborers and mechanics not listed in the preceding paragraph, which will be employed on this contract, shall be classified or reclassified conformably to the foregoing schedule. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question, accompanied by the recommendation of the contracting officer, shall be referred to the Secretary of Labor for final determination.

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Sheet 8 of 8 sheets.

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FOUR STATION Headquarters Signal Receiving Set

ALARN UNIT

(This must to be matified in casadance with specifications)









4. POWER UNIT & NEON TROUBLE LOCATING SYSTEM NOT INCLUDED IN BASIC BID.



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