

THE NATIONAL ARCHIVES
LITTERA
SCRIPTA
MANET
1934
OF THE UNITED STATES

FEDERAL REGISTER

VOLUME 28
NUMBER 229

Washington, Saturday, November 23, 1963

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Volume 76**UNITED STATES
STATUTES AT LARGE**

[87th Cong., 2d Sess.]

Contains laws and concurrent resolutions enacted by the Congress during 1962, Reorganization Plan No. 2 of 1962, proposed amendment to the Constitution, and Presidential proclamations.

Price: \$10.00

Published by Office of the Federal Register,
National Archives and Records Service,
General Services Administration

Order from Superintendent of Documents,
Government Printing Office,
Washington, D.C., 20402

FEDERAL REGISTER

Telephone

WOrth 3-3261

prescribed by the Administrative Committee of the Federal Register, approved by the President. Distribution is made only by the Superintendent of Documents, Government Printing Office, Washington, D.C., 20402.

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The regulatory material appearing herein is keyed to the CODE OF FEDERAL REGULATIONS, which is published, under 50 titles, pursuant to section 11 of the Federal Register Act, as amended August 5, 1953. The CODE OF FEDERAL REGULATIONS is sold by the Superintendent of Documents. Prices of books and pocket supplements vary.

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Rules and Regulations

Title 5—ADMINISTRATIVE PERSONNEL

Chapter I—Civil Service Commission

PART 25—FEDERAL EMPLOYEES' PAY REGULATIONS

PART 531—PAY UNDER THE CLASSI- FICATION ACT SYSTEM

General Provisions

Effective upon publication in the FEDERAL REGISTER, subparagraph (4) of paragraph (c) of § 25.103 is amended as set out below.

§ 25.103 General provisions.

(c) Computation of highest previous rate. * * *

(4) If the highest previous rate was earned in a Classification Act position, it shall be increased by any subsequent amendments to the Classification Act pay schedules. If such highest previous rate was earned in a position not subject to the Classification Act, this rate shall be computed as follows: The actual rate earned at the time of such service shall be converted to the equivalent per annum rate under the Classification Act as of the time of such service; where there was an exact equivalent per annum rate under the Classification Act, that rate shall be used, and where this rate occurs within two or more grades under the Act, the rate in the grade which gives the employee the maximum benefit shall be used; where there was no exact equivalent per annum rate under the Classification Act and the actual rate fell between two rates under the Act, the higher Classification Act rate shall be considered an equivalent; where the actual rate fell between two rates within the range of two or more grades under the Act, the rate in the grade which gives the employee the maximum benefit shall be used as the equivalent annual rate; the equivalent Classification Act rate thus determined shall be converted to the equivalent per annum rate under the current Classification Act pay schedule and shall be the employee's highest previous rate.

(Sec. 1101, 63 Stat. 971; 5 U.S.C. 1072)

Reorganization and Revision of Chapter. In the FEDERAL REGISTER for October 12, 1963, the Civil Service Commission published new pay and leave regulations to become effective December 15, 1963, superseding the corresponding old regulations on that date. The first amendment of these new regulations was published in the FEDERAL REGISTER on October 15, 1963. Complete background information appears in the explanatory statements published with the new regulations and the first amendment respectively.

A fifth amendment of these new regulations is set out below, i.e., the new pay and leave regulations published in the FEDERAL REGISTER on October 12, 1963, as amended, which are to become effective December 15, 1963, are further amended as follows:

In Part 531—*Pay Under the Classification Act System*, Subparagraph (4) (i) of paragraph (c) of § 531.203 is amended as set out below.

§ 531.203 General provisions.

(c) Computation of highest previous rate. * * *

(4) (i) The actual rate earned at the time of service computed on an annual basis is compared to the annual rates under the act as of the time of service to select an equivalent annual rate. When the actual rate is the same as a rate under the act, the rate under the act is the equivalent annual rate. When the actual rate is the same as a rate under the act and that rate occurs within two or more grades under the act, the rate which gives the employee the maximum benefit when it is converted under subdivision (ii) of this subdivision is the equivalent annual rate. When the actual rate falls between two rates under the act, the higher rate is the equivalent annual rate. When the actual rate falls between two rates within the range of two or more grades under the act, the rate which gives the employee the maximum benefit when it is converted under subdivision (ii) of this subdivision is the equivalent annual rate.

(Sec. 1101, 63 Stat. 971; 5 U.S.C. 1072)

UNITED STATES CIVIL SERVICE COMMISSION,

[SEAL] MARY V. WENZEL,
*Executive Assistant to
the Commissioners.*

[F.R. Doc. 63-12271; Filed, Nov. 22, 1963;
8:50 a.m.]

Title 7—AGRICULTURE

Chapter IX—Agricultural Marketing Service (Marketing Agreements and Orders; Fruits, Vegetables, Tree Nuts), Department of Agriculture

[Navel Orange Reg. 38]

PART 907—NAVEL ORANGES GROWN IN ARIZONA AND DESIG- NATED PART OF CALIFORNIA

Limitation of Handling

§ 907.338 Navel Orange Regulation 38.

(a) *Findings.* (1) Pursuant to the marketing agreement, as amended, and Order No. 907, as amended (7 CFR Part 907; 27 F.R. 10087), regulating the handling of navel oranges grown in Arizona

and designated part of California, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601-674), and upon the basis of the recommendations and informations submitted by the Navel Orange Administrative Committee, established under the said amended marketing agreement and order, and upon other available information, it is hereby found that the limitation of handling of such navel oranges as hereinafter provided will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable and contrary to the public interest to give preliminary notice, engage in public rule-making procedure, and postpone the effective date of this section until 30 days after publication hereof in the FEDERAL REGISTER (5 U.S.C. 1001-1011) because the time intervening between the date when information upon which this section is based became available and the time when this section must become effective in order to effectuate the declared policy of the act is insufficient, and a reasonable time is permitted, under the circumstances, for preparation for such effective time; and good cause exists for making the provisions hereof effective as hereinafter set forth. The committee held an open meeting during the current week, after giving due notice thereof, to consider supply and market conditions for navel oranges and the need for regulation; interested persons were afforded an opportunity to submit information and views at this meeting; the recommendation and supporting information for regulation during the period specified herein were promptly submitted to the Department after such meeting was held; the provisions of this section, including its effective time, are identical with the aforesaid recommendation of the committee, and information concerning such provisions and effective time has been disseminated among handlers of such navel oranges; it is necessary, in order to effectuate the declared policy of the act, to make this section effective during the period herein specified; and compliance with this section will not require any special preparation on the part of persons subject hereto which cannot be completed on or before the effective date hereof. Such committee meeting was held on November 21, 1963.

(b) *Order.* (1) The respective quantities of navel oranges grown in Arizona and designated part of California which may be handled during the period beginning at 12:01 a.m., P.s.t., November 24, 1963, and ending at 12:01 a.m., P.s.t., December 1, 1963, are hereby fixed as follows:

- (i) District 1: 850,000 cartons;
- (ii) District 2: Unlimited movement;
- (iii) District 3: 125,000 cartons;
- (iv) District 4: 30,000 cartons.

RULES AND REGULATIONS

(2) As used in this section, "handled," "District 1," "District 2," "District 3," "District 4," and "carton" have the same meaning as when used in said amended marketing agreement and order.

(Secs. 1-19, 48 Stat. 31, as amended; 7 U.S.C. 601-674)

Dated: November 22, 1963.

FLOYD F. HEDLUND,
Director, Fruit and Vegetable
Division, Agricultural Market-
ing Service.

[F.R. Doc. 63-12369; Filed, Nov. 22, 1963;
11:23 a.m.]

[Lime Reg. 5, Amdt. 2]

PART 911—LIMES GROWN IN FLORIDA

Quality and Size Regulation

(a) *Findings.* (1) Pursuant to the marketing agreement, as amended, and Order No. 911, as amended (7 CFR Part 911), regulating the handling of limes grown in Florida, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601-674), and upon the basis of the recommendations of the Florida Lime Administrative Committee, established under the aforesaid marketing agreement and order, and upon other available information, it is hereby found that the limitation of handling of limes, as hereinafter provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable unnecessary, and contrary to the public interest to give preliminary notice, engage in public rule-making procedure, and postpone the effective date of this amendment until 30 days after publication thereof in the FEDERAL REGISTER (5 U.S.C. 1001-1011) in that the time intervening between the date when information upon which this amendment is based became available and the time when this amendment must become effective in order to effectuate the declared policy of the act is insufficient; a reasonable time is permitted, under the circumstances, for preparation for such effective time; and good cause exists for making the provisions hereof effective not later than November 25, 1963. Shipments of Florida limes are currently regulated pursuant to Lime Regulation 5 as amended (28 F.R. 3969, 5493) and, unless sooner terminated, will continue to be so regulated until May 1, 1964, determinations as to the need for, and extent of, continued regulation of Florida lime shipments must await the development of the crop and the availability of information on the demand for such fruit; the recommendations and supporting information for regulation of lime shipments subsequent to November 25, 1963, and in the manner herein provided, were promptly submitted to the Department after an unassembled meeting of the Florida Lime Administrative Committee on November 19, 1963, held to consider recommendations for regulation; the provisions of this amendment are identical with the aforesaid recommendations of the committee, and information concerning such provisions

has been disseminated among handlers of Florida limes; it is necessary, in order to effectuate the declared policy of the act, to make this amendment effective as hereinafter set forth; and compliance with this amendment will not require any special preparation on the part of the persons subject thereto which cannot be completed by the effective time hereof.

(b) It is, therefore, ordered that the provisions of paragraph (b)(1)(ii) of § 911.307 (Lime Regulation 5, as amended; 28 F.R. 3969, 5493) are hereby amended to read as follows during the period beginning at 12:01 a.m., e.s.t., November 25, 1963, and ending at 12:01 a.m., e.s.t., January 20, 1964:

§ 911.307 Lime Regulation 5.

* * * * *

(b) * * *

(1) * * *

(ii) Any limes of the group known as large fruited or Persian limes (including Tahiti, Bearss, and similar varieties) which do not grade at least U.S. Combination, Mixed Color, with not less than 60 percent, by count, of the limes in each container thereof grading at least U.S. No. 1, Mixed Color, and the remainder thereof grading not less than U.S. No. 2, Mixed Color; or

* * * * *

(Secs. 1-19, 48 Stat. 31, as amended; 7 U.S.C. 601-674)

Dated: November 21, 1963.

FLOYD F. HEDLUND,
Director, Fruit and Vegetable
Division, Agricultural Mar-
keting Service.

[F.R. Doc. 63-12323; Filed, Nov. 22, 1963;
8:53 a.m.]

PART 982—FILBERTS GROWN IN OREGON AND WASHINGTON

Free and Restricted Percentages for the 1963-64 Fiscal Year; Termina- tion

Pursuant to the provisions of amended Marketing Agreement No. 115 and Order No. 982 (7 CFR Part 982), regulating the handling of filberts grown in Oregon and Washington, effective under the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601-674) and on the basis of recommendations of the Filbert Control Board and other available information, it was found that the establishment of free and restricted percentages limiting the quantity of merchantable filberts which may be handled during the 1963-64 fiscal year which began August 1, 1963, would tend to effectuate the declared policy of the act. Such percentages were established and published in the FEDERAL REGISTER (28 F.R. 10401).

The Filbert Control Board has now unanimously recommended that in view of a smaller filbert crop than it had estimated earlier in the season (on the basis of which it recommended the establishment of percentages), the supply of filberts subject to regulation should be estimated at 10.1 million pounds compared to its earlier estimate of 13.1 million pounds. Such reduced quantity is

insufficient to meet the projected inshell trade demand and handler carryover for the 1963-64 fiscal year. Moreover, the application of any restricted percentage to the reduced quantity would further reduce the availability of merchantable filberts to meet such requirements. The Filbert Control Board also recommended that the free and restricted percentages should, therefore, be terminated.

On the basis of the foregoing and other available information, it is hereby found that continuation in effect of free and restricted percentages for the 1963-64 fiscal year is not now necessary to effectuate the declared policy of the act.

Therefore, § 982.213 *Free and restricted percentages for merchantable filberts during the 1963-64 fiscal year* (28 F.R. 11401), is hereby terminated.

It is hereby further found that it is impracticable, unnecessary and contrary to the public interest to give preliminary notice, engage in public rulemaking procedure, and to postpone the effective date of this action later than the date of publication in the FEDERAL REGISTER (5 U.S.C. 1001-1011) in that: (1) The maintenance in effect of the current free and restricted percentages for the remainder of this fiscal year will, in view of the estimated small filbert crop, reduce the availability of merchantable filberts for the inshell market below its needs; and (2) the termination of the percentages relieves restrictions on handlers, and restricted filberts should be freed from withholding and handlers' restricted obligations reduced as soon as possible.

(Secs. 1-19, 48 Stat. 31, as amended; 7 U.S.C. 601-674)

Dated: November 18, 1963, to become effective upon publication in the FEDERAL REGISTER.

ARTHUR E. BROWNE,
Acting Director,
Fruit and Vegetable Division.

[F.R. Doc. 63-12281; Filed, Nov. 22, 1963;
8:53 a.m.]

Title 38—PENSIONS, BONUSES, AND VETERANS' RELIEF

Chapter I—Veterans Administration

PART 6—UNITED STATES GOVERN- MENT LIFE INSURANCE

PART 8—NATIONAL SERVICE LIFE INSURANCE

Dividends; How Paid

1. In Part 6, § 6.95 (b) and (g) is amended to read as follows:

§ 6.95 How paid.

* * * * *

(b) Unless and until the Veterans Administration receives a written request from the insured that United States Government life insurance regular annual dividends be paid in cash, or that they be used to pay an insurance indebtedness, or that they be placed on deposit or be used to pay premiums in advance, or that they be used to pay the premiums on a particular policy or policies, any

such dividends shall be held to the credit of the insured to be applied, to pay monthly premiums becoming due and unpaid after the date such dividends are payable on any United States Government life insurance policy or policies held by the insured: *Provided*, That such dividend credits will be applied as of the due date of any unpaid premium. Dividend credits will earn interest at such rate and in such manner as the Administrator may determine.

(g) At the written request of the insured, United States Government life insurance regular annual dividends may be left to accumulate on deposit at interest which will be credited in such manner and at such rate as the Administrator may determine, but a rate never less than 3½ percent: *Provided*, That the policy is in force on a basis other than extended term insurance or 5-year level premium term insurance. Dividend credit of the insured held for payment of premiums or dividends left to accumulate on deposit may be applied to the payment of premiums in advance upon written request of the insured made before default in payment of a premium. Dividends on deposit under the provisions of this paragraph will be used in addition to the reserve on the policy for the purpose of computing the period of extended term insurance or the amount of paid-up insurance as provided in §§ 6.105 and 6.110, respectively. Any dividend credit of a person who no longer has insurance in force by payment or waiver of premiums will be paid in cash to such person. If a person has a dividend credit option on a lapsed 5-year level premium term policy or a permanent plan policy on which extended term insurance has expired and such person has another policy in force by payment or waiver of premiums, any dividend credit or unpaid dividends on the lapsed policy, in the absence of instructions from the insured to the contrary, will be transferred to the policy which is in force and will be held on such policy as a dividend credit. Such dividend credit will be deemed to have accrued on the policy which is in force. Upon maturity of the policy, any dividend on deposit, any unpaid dividend payable in cash, and any dividend credit accruing from such policy which cannot be used to pay premiums as provided in section 746 of Title 38, United States Code, will be paid to the person currently entitled to receive payments under the policy. If the policy is not in force at death, any such unpaid dividends and dividend credits will be paid to the insured's estate.

2. In Part 8, § 8.26 (b) and (g) is amended to read as follows:

§ 8.26 How paid.

(b) Unless and until the Veterans Administration receives a written request from the insured that National Service life insurance dividends be paid in cash, or that they be used to pay an insurance indebtedness, or that they be placed on

deposit or be used to pay premiums in advance, or that they be used to pay the premiums on a particular policy or policies, any such dividends shall be held to the credit of the insured to be applied to pay monthly premiums becoming due and unpaid after the date such dividends are payable on any National Service life insurance policy or policies held by the insured: *Provided*, That such dividend credits will be applied as of the due date of any unpaid premium. Dividend credits will earn interest at such rate and in such manner as the Administrator may determine.

(g) At the written request of the insured, National Service life insurance dividends may be left to accumulate on deposit at interest which will be credited in such manner and at such rate as the Administrator may determine: *Provided*, That the policy is in force on a basis other than extended term insurance or level premium term insurance. Dividend credit of the insured held for payment of premiums or dividends left to accumulate on deposit as provided in this paragraph may be applied to the payment of premiums in advance upon written request of the insured made before default in payment of a premium. Dividends on deposit under the provisions of this paragraph will be used in addition to the reserve on the policy for the purpose of computing the period of extended term insurance or the amount of paid-up insurance as provided in §§ 8.29 and 8.30, respectively. Any dividend credit of a person who no longer has insurance in force by payment or waiver of premiums will be paid in cash to such person. If a person has a dividend credit option on a lapsed level premium term policy or a permanent plan policy on which extended term insurance has expired and such person has another policy in force by payment or waiver of premiums, any dividend credit or unpaid dividends on the lapsed policy, in the absence of instructions from the insured to the contrary, will be transferred to the policy which is in force and will be held on such policy as a dividend credit. Such dividend credit will be deemed to have accrued on the policy which is in force. Upon maturity of the policy, any dividend on deposit, any unpaid dividend payable in cash, and any dividend credit accruing from such policy which cannot be used to pay premiums will be paid to the person currently entitled to receive payments under the policy. If the policy is not in force at death, any such unpaid dividends and dividend credits will be paid to the insured's estate.

(72 Stat. 1114; 38 U.S.C. 210)

These VA Regulations are effective January 1, 1964.

Approved: November 18, 1963.

By direction of the Administrator.

[SEAL]

W. J. DRIVER,
Deputy Administrator.

[F.R. Doc. 63-12263; Filed, Nov. 22, 1963; 8:48 a.m.]

Title 50—WILDLIFE AND FISHERIES

Chapter I—Bureau of Sport Fisheries and Wildlife, Fish and Wildlife Service, Department of the Interior

PART 32—HUNTING

Horicon National Wildlife Refuge, Wisconsin

The following special regulation is issued and is effective on date of publication in the FEDERAL REGISTER.

§ 32.32 Special regulations; big game; for individual wildlife refuge areas.

WISCONSIN

HORICON NATIONAL WILDLIFE REFUGE

Public hunting of big game on the Horicon National Wildlife Refuge, Wisconsin, is permitted on all the refuge area except that portion designated by signs as closed. The open area, comprising 20,400 acres or 98 percent of the total refuge area, is delineated on a map available at the refuge headquarters and from the Regional Director, Bureau of Sport Fisheries and Wildlife, 1006 West Lake Street, Minneapolis, Minnesota, 55408. Hunting shall be subject to the following conditions:

(a) Species permitted to be taken: White-tailed deer only, during the season specified below.

(b) Open season: From one-half hour before sunrise to sunset December 7 through December 31, 1963.

(c) Bag limit: One deer, of any age or sex, per person per season.

(d) Methods of hunting:

(1) Weapons—Bows and arrows only. Bows must have a pull of not less than 30 pounds. Arrows must have well sharpened metal broadhead blades not less than seven-eighths of an inch long and not more than one and one-half inches in width. Arrows with poisoned or explosive points may not be used. Bows held or released by mechanical means may not be used.

(e) Other provisions:

(1) The provisions of this special regulation supplement the regulations which govern hunting on wildlife refuge areas generally which are set forth in Title 50, Code of Federal Regulations, Part 32.

(2) A Federal permit is not required to enter the public hunting area.

(3) The provisions of this special regulation are effective to January 1, 1964.

R. W. BURWELL,
Regional Director, Bureau of
Sport Fisheries and Wildlife.

NOVEMBER 18, 1963.

[F.R. Doc. 63-12251; Filed, Nov. 22, 1963; 8:48 a.m.]

Title 32—NATIONAL DEFENSE

Chapter I—Office of the Secretary of Defense

SUBCHAPTER A—ARMED SERVICES PROCUREMENT REGULATIONS

MISCELLANEOUS AMENDMENTS TO SUBCHAPTER

The following amendments to this subchapter are issued by direction of the Assistant Secretary of Defense (Installations and Logistics) pursuant to the authority contained in Department of Defense Directive No. 4105.30, dated March 11, 1959 (24 F.R. 2260), as amended, and 10 U.S.C. 2202, and have the concurrence of the military departments.

PART 1—GENERAL PROVISIONS

1. New § 1.201-22 is added and §§ 1.302-2 and 1.302-3 are revised, as follows:

§ 1.201-22 Classified procurement.

Classified procurement is that which requires access to classified information ("Confidential", including "Confidential—Modified Handling Authorized", or higher) either to submit a bid or proposal or to perform the contract or that which because of other considerations should not be publicly disclosed; see § 1.320.

§ 1.302-2 Sources outside the government.

Irrespective of whether the procurement of supplies or services from sources outside the Government is to be effected by formal advertising or by negotiation, competitive proposals ("bids" in the case of procurement by formal advertising, "proposals or quotations" in the case of procurement by negotiation) shall be solicited (see Subpart J of this part) from all such qualified sources of supplies or services as are deemed necessary by the contracting officer to assure such full and free competition as is consistent with the procurement of types of supplies and services necessary to meet the requirements of the military department concerned, and thereby to obtain for the Government the most advantageous contract—price, quality, and other factors considered.

§ 1.302-3 Production and research and development pools.

(a) *Description.* A production or research and development pool is a group of concerns (1) who have associated together for the purpose of obtaining and performing jointly, or in conjunction with each other, contracts for supplies or services, or for research and development, for Defense use (2) who have entered into a pool agreement governing their organization, relationship, and procedure, and (3) whose agreement has been approved either in accordance with section 708 of the Defense Production Act of 1950, as amended (Defense Production Pool) or in accordance with sections 9(d) or 11 of the Small Business Act, P.L. 85-536 (Small Business Pools). Pool participants are exempt from the "manufacturer or regular dealer" requirement of the Walsh-Healey Public

Contracts Act. (See Subpart F of Part 12 of this subchapter.) Information on types of small business production pools, their purpose, and procedures for establishing such pools and for securing their approval by the Small Business Administration (SBA) is contained in the SBA publication "Small Business Production Pools for Defense".

(b) *General rule.* Except as provided in this section, a pool shall be treated for purposes of Government procurement on exactly the same basis as any other prospective or actual contractor.

(c) *Ascertainment of status.* The contracting officer is responsible for ascertaining whether a group of firms seeking to do business with the Government is a pool. In ascertaining the status of a group representing that it is a pool, contracting officers may rely on a copy of the SBA or Office of Emergency Planning (OEP) notification of approval of the pool. If the contracting officer has any question as to whether a given pool has been approved, he shall consult the regional office of the SBA. Each department will expeditiously disseminate to contracting officers information received from SBA or OEP concerning the approval of pools.

(d) *Contracting with pools.* (1) A bid or proposal of a pool is not eligible for award to the pool unless submitted either by the pool in its own name or by an individual member expressly disclosing that it is on behalf of the pool. Except as to contracts to be awarded to incorporated pools, the contracting officer shall prior to award to a pool require to be deposited with him a certified copy of a power of attorney from each member of the pool who is to participate in the performance of the contract authorizing an agent to execute the bid, proposal, or contract on behalf of such member. A copy of each such power of attorney shall be appended to each executed copy of the contract retained by the Government.

(2) Membership in a pool shall not of itself preclude individual members from submitting bids or proposals as individuals on appropriate procurements. Bids or proposals submitted by an individual member of a pool shall not be considered when the individual member has participated in the bid or proposal submitted by the pool.

(e) *Responsibility of pool member.* Where a member of a production pool has submitted a bid or proposal in its own name and not on behalf of a pool, the pool agreement shall be a factor to be considered in determining its responsibility pursuant to Subpart I of this part.

(f) *Small business status.* Approval of an organization as either a defense production or research and development pool or a small business production or research and development pool does not automatically confer upon such pools the preferences and privileges accorded to "small business concerns". Such consideration shall be accorded only to those pools which have also been designated as small business concerns by SBA.

2. In § 1.308(b), subparagraph (3) is revised; in § 1.319, paragraph (b) is revised; and new §§ 1.320 and 1.321 are added, as follows:

§ 1.308 Records of contract actions.

* * * *

(3) The list of sources solicited or justification for limiting such sources and a list of any firms or persons whose requests for copies of the solicitation were denied, together with the reasons for denial;

* * * *

§ 1.319 Renegotiation performance reports.

* * * *

(b) *Maintenance of renegotiation information in contract files.* The contracting officer shall include in the file of each contract information pertaining to the extent and effectiveness of competition obtained in the negotiation and award of the contract, the reasonableness of the prices and profits negotiated, any target and incentive formulae incorporated in the contract, the extent of risk assumed by the contractor, the contractor's efficiency in performance of the contract, and any other information which would facilitate compilation of the performance reports described in paragraph (c) of this section. This is particularly important in the case of incentive type contracts where the question may be raised as to whether additional profits paid to the contractor by operation of the incentive provisions have been earned. To insure the collection of accurate and detailed information, the aforementioned data shall be included in the contract file as soon as it becomes available. The foregoing is not applicable to:

(1) Purchases made pursuant to the provisions of Subpart F of Part 3 of this subchapter;

(2) Delivery orders placed under Federal Supply Schedule contracts; and

(3) Those contracts known to be exempt from renegotiation.

* * * *

§ 1.320 Industrial security.

Certain required procedures designed to safeguard classified defense information are set forth in the Armed Forces Industrial Security Regulation (AR 380-130, OPNAV Instruction 5540.8B, AFR 205-4) (hereinafter cited as AFISR), and DD Form 441 "Security Agreement" and its attachment, the Department of Defense Industrial Security Manual, together with supplements thereto. Security requirements governing work to be performed outside the United States, its possessions, and Puerto Rico by United States or foreign nationals, or work to be performed in the United States by foreign nationals (including companies located in the United States which are owned, controlled, or influenced by nationals of a foreign country), are subject to security agreements which the United States maintains with a number of foreign countries. The requirements of these agreements are set forth in the AFISR.

§ 1.321 Procurements involving work to be performed in foreign countries.

Prior to entering into a contract which requires work to be performed in a foreign country by personnel of a United

States contractor, coordination shall be effected with the appropriate component Commander of the unified Command concerned to assure compliance with off-shore procurement policies and country-to-country agreements (see § 1.320). The purchasing activity shall provide the appropriate commander with all essential data, including security requirement and logistic support provisions of the proposed contract.

3. Sections 1.702(b)(2), 1.706-4, 1.706-7 and 1.804-2(d)(1) are revised as follows:

§ 1.702 General policy.

(b) ***
(2) Invitations for bids or requests for proposals shall be sent to all firms on the appropriate list except that where less than a complete list is to be used pursuant to § 2.205-4 of this chapter, a pro rata number of small business suppliers shall be solicited;

§ 1.706-4 Reporting for Department of Commerce Procurement Synopsis.

See § 1.1003-8.

§ 1.706-7 Automatic dissolution of set-asides.

If the entire set-aside portion is not procured by the method set forth in § 1.706-5, as to total set-asides, or in § 1.706-6, as to partial set-asides, the determination referred to in § 1.706-1 is automatically dissolved as to the unawarded portion of the set-aside and such unawarded portion may be procured by advertising or negotiation as appropriate in accordance with existing regulations (see §§ 3.201-2(b)(2) and 3.210-3 of this chapter as to negotiation).

§ 1.804-2 Set-aside procedures.

(d)(1) After the award price for the non-set-aside portion has been determined, negotiations may be conducted for the set-aside portion. Procurement of the set-aside portion shall in all instances be effected by negotiation, with those bidders or offerors who have submitted responsive bids or proposals on the non-set-aside portion at a unit price no greater than 120 percent of the highest award made or to be made on the non-set-aside portion and who are determined to be responsible prospective contractors for the set-aside portion of the procurement. Negotiations shall be conducted in the order of priority indicated in the foregoing notices; provided that, where equal low bids are received on the non-set-aside portion from concerns which are equally eligible for the set-aside portion, the concern which is awarded the non-set-aside portion (under the equal low bid procedures of § 2.407-6 of this chapter) shall have first priority with respect to negotiations for the set-aside portion. The set-aside portion shall be awarded at the highest unit price awarded or to be awarded for the non-set-aside portion. If the entire set-aside portion cannot be awarded by the method described herein, any unawarded portion may be procured by advertising or negotiation, as appropriate,

in accordance with existing regulations (see §§ 3.201-2(b)(1) and 3.210-3 of this chapter as to negotiation).

4. Section 1.1002 is revised and new §§ 1.1002-1, 1.1002-2, 1.1002-3, 1.1002-4, 1.1002-5, and 1.1002-6 are added as follows:

§ 1.1002 Dissemination of information relating to invitations for bids and requests for proposals.

§ 1.1002-1 Availability of invitations for bids and requests for proposals at the contracting office.

A reasonable number of copies of invitations for bids and requests for proposals, which are required to be publicized in the Commerce Business Daily, including specifications and other pertinent information, shall be maintained at the contracting office. Upon request, prospective contractors not initially solicited may be mailed or otherwise provided copies of such invitations for bids or requests for proposals to the extent they are available. Where a solicitation for proposals has been limited as a result of a determination that only a specified firm or firms possess the capability to meet the requirements of a procurement, requests for proposals shall be mailed or otherwise provided upon request to firms not solicited, but only after advice has been given to the firm making the request as to the reasons for the limited solicitation and the unlikelihood of any other firm being able to qualify for a contract award under the circumstances; but see § 4.205-2 of this chapter. In addition, to the extent that invitations for bids or requests for proposals are available, they shall be provided on a "first come-first served" basis, for pick up at the contracting office, to publishers, trade associations, procurement information services, and other members of the public having a legitimate interest therein; otherwise, the contracting office may limit the availability of such information to perusal at the contracting office (for construction, see § 4.102-1 of this chapter). In determining the "reasonable number" of copies to be maintained, the contracting officer shall consider, among other things, the extent of initial solicitation, reproduction costs, the nature of the procurement, whether access to classified matter is involved, the anticipated requests for copies based upon responses to synopses and other means of publication in previous similar situations, and the fact that publishers and others who disseminate information regarding proposed procurements normally do not require voluminous specifications or drawings. With regard to classified procurements, the foregoing instructions apply to the extent consistent with departmental security instructions and procedures.

§ 1.1002-2 Limited availability of certain specifications, plans, and drawings.

Where the purchasing activity is not in possession of complete sets of specifications, plans, and drawings (as in some procurements of airframes, shipbuilding, or major weapons systems), or the draw-

ings and specifications are classified, or are so voluminous that display and distribution in accordance with §§ 1.1002 through 1.1002-6 is impracticable, the solicitation shall contain notice of this fact and of the locations at which the specifications, plans, or drawings may be examined (see § 1.1203).

§ 1.1002-3 Distribution to the Small Business Advisory Service Center.

A copy of each unclassified invitation for bids issued in the United States, a copy of each unclassified request for proposals, and a copy of each letter solicitation (including all documents affixed to the invitation for bid, request for proposal, or letter of solicitation, except copies of drawings and specifications) issued in the United States and required to be publicized in the Commerce Business Daily, and a copy of every amendment to each such invitation for bids or request for proposals, shall be sent directly, on the date issued, to the Small Business Advisory Service Center, Small Business Administration, 811 Vermont Avenue NW., Washington, D.C., 20416. This center is maintained to provide information to all persons having an interest in Government procurement opportunities.

§ 1.1002-4 Displaying in public place.

A copy of each solicitation for an unclassified procurement in excess of \$2,500 shall be displayed at the contracting office, and, if appropriate, at some additional public place (other than the Small Business Advisory Service Center) from the date issued until seven days after bids or proposals have been opened.

§ 1.1002-5 Information releases to newspapers and trade journals.

A brief announcement of the proposed purchase may be made available to newspapers, trade journals, and magazines for publication without cost to the Government.

§ 1.1002-6 Paid advertisements in newspapers and trade journals.

(a) *Scope.* This section implements 5 U.S.C. 22a; 44 U.S.C. 321, 322, and 324; and Title 7, Chapter 5200, General Accounting Office Policy and Procedures Manual for Guidance of Federal Agencies.

(b) *Definition.* As used in this paragraph 1-1002.6, "newspaper" means a publication printed and distributed at stated intervals to convey news and includes trade journals which carry news in addition to technical matter.

(c) *General.* Generally, paid advertisements in newspapers shall not be used. However, when time will permit, the publication of essential details of invitations for bids in newspapers as paid advertisements may be authorized, as indicated below, when necessary to secure effective competition, provided written authority to advertise has been obtained in advance.

(d) *Limitation.* No advertisement of a proposed procurement shall be published in any newspaper published and printed in the District of Columbia unless the supplies are to be furnished for use, or the labor is to be performed, in

the District of Columbia or in the adjoining counties of Maryland or Virginia.

(e) *Authority and delegation.* Authority to approve the publication of paid advertisements in newspapers is vested by statute in the Secretary of each Department. This authority may be delegated by the Secretary in writing, by position designation, to subordinates within his Department. The delegation shall specify the limitations, if any, of the authority granted. Administrative duties involved in accomplishing the advertising may be assigned by the delegate to subordinates, by name or position, by suitable instruments in writing, personally signed by the delegate, setting forth the extent of the administrative duties involved. A copy of the instrument delegating authority to advertise and a copy of the instrument assigning administrative duties thereunder will either be attached to the first voucher submitted for payment or shall be forwarded immediately upon issuance of the General Accounting Office address to which records of the Department are submitted for audit purposes. Copies of such instruments shall also be attached to the duplicate voucher submitted to the paying office pursuant to paragraph (1) of this section.

(f) *Request for authority to place advertisement.* (1) Special or general authority to place advertisements in newspapers must be secured in advance and as prescribed by each Department. Special authority authorizes the publication of a given advertisement a specified number of times in a designated newspaper or newspapers. General authority authorizes the publication during a fiscal year, as designated, as such advertisements for bids as may be required by the duties of officers engaged in making frequent purchases or contracts.

(2) Requests for authority to advertise shall specify the newspapers in which it is deemed advantageous to advertise.

(g) *Preparation of advertisement.* (1) Except as provided in subparagraph (2) of this paragraph, all advertisements will be set solid, without paragraphing, in accordance with usual Government requirements, a sample of which is shown on Standard Form 1143 (Advertising Order).

(2) When advertising to be set other than solid is purchased, the specifications for such advertising must be definite, clear, and specific. No allowance shall be made for paragraphing, for display leaded or prominent headings, unless specifically ordered, or for additional space required by the use of type other than that specified. Specifications for advertising other than solid will accompany the advertisement copy submitted to the publisher with the advertising order, and copies of both documents will be transmitted to the General Accounting Office with the voucher.

(h) *Insertion.*—(1) *Number of insertions.* No greater number of newspapers or insertions shall be used in any case than is necessary to give proper and sufficient public notice. Ordinarily, advertisements will be given six insertions in daily or four insertions in weekly papers. Such insertions shall be placed

in sufficient time prior to the date of opening of bids to allow interested bidders to obtain plans and specifications and prepare bids. In case of emergency, advertisements may be inserted one or more times, as time and circumstances permit.

(2) *Limitations on time of publications.* No authorization will be given for the publication of an advertisement beyond the morning of the day on which the opening of bids is to occur, and no payments will be made for continuing such publication beyond the period authorized.

(i) *Rates.* Advertising may be paid for at rates not to exceed the commercial rates charged to private individuals, with the usual discounts.

(j) *Proof of publication.* (1) Every voucher rendered for official advertising should be accompanied with a copy of each issue (or tear sheet) of the publication in which the advertisement appeared. However, if copies of the publications (or tear sheets) are not available, an affidavit of publication may be furnished in lieu thereof.

(2) Copies of publications (or tear sheets), or affidavits in lieu thereof, submitted as proof of publication shall be retained in the paying officer's files until settlement of his account by the General Accounting Office, after which they may be disposed of.

(k) *Forms.* (1) Standard Form 1143 (Advertising Order) shall be signed by the person to whom authority to advertise has been delegated, or by the person to whom administrative authority to place the advertising has been assigned (see paragraph (e) of this section). In the latter case, the date and number of such instrument of assignment shall be put in the box on the standard form to the left of the signature. The date and number of the instrument delegating authority to advertise shall be put in the box in the upper right hand corner of the form. See paragraph (g) of this section, with reference to the composition of the advertising copy, in connection with the preparation of this form.

(2) The public voucher will be prepared by publishers to bill their charges against the Department for advertising published in accordance with the advertising order (Standard Form 1143). The Public Voucher for Advertising (original) is printed on the reverse of the original advertising order (Standard Form 1143). The Public Voucher for Advertising (memorandum) is printed on the reverse of the memorandum advertising order (Standard Form 1143a). Separate instruments shall not be used for ordering advertising and the payment therefor. The instructions in paragraph (j) of this section apply when this form is used.

(l) *Payment.* Upon receipt of the public voucher, supported by proof of publication, from a publisher, the officer placing the advertisement will assemble and attach appropriate supporting documents (see paragraph (e) of this section), sign the second certificate on the reverse of Standard Form 1143, and

submit the account in duplicate to the proper paying office for payment.

5. Sections 1.1003-1, 1.1003-2, 1.1003-3, 1.1003-4, 1.1003-6, 1.1003-8 and 1.1003-9 (a), (b), and (e) are revised to read as follows:

§ 1.1003-1 General.

(a) Every proposed advertised or negotiated procurement made in the United States, which may result in an award in excess of \$10,000 shall be publicized promptly in the Commerce Business Daily "Synopsis of U.S. Government Proposed Procurement, Sales and Contract Awards" except for procurements described in paragraphs (b) and (c) of this section.

(b) Classified procurements (Exception 1 in Item 13 Code E of DD Form 350), where the information necessary to be included in the Synopsis would disclose classified information or where the mere disclosure of the Government's interest in the area of the proposed procurement would violate security requirements, shall not be publicized in the Synopsis. All other classified procurements shall be publicized in the Synopsis, even though access to classified matter might be necessary in order to submit a proposal or to perform the contract (see § 1.1003-9(e)(3)). The intent of the exception for classified procurement in the synopsis requirements of Public Law 87-305 is not to exempt every classified procurement from publicizing, but to provide a safeguard against violating security requirements.

(c) The following need not be publicized in the Synopsis (Exceptions 2 through 9 in Item 13, Code E, of DD Form 350):

(1) Procurement of perishable substance.

(2) Procurement of electric power or energy, gas (natural or manufactured), water, or other utility services.

(3) Procurement (whether advertised or negotiated) which is of such urgency that the Government would be seriously injured by the delay involved in permitting the date set for receipt of bids, proposals, or quotations to be more than 15 calendar days from the date of transmittal of the synopsis or the date of issuance of the solicitation, whichever is earlier.

(4) Procurement to be made by an order placed under an existing contract.

(5) Procurement to be made from or through another Government department or agency, or a mandatory source of supply such as an agency for the blind under the blind-made products program.

(6) Procurement of personal or professional services.

(7) Procurement from educational institutions to be negotiated under § 3.205 of this chapter.

(8) Procurement in which only foreign sources are to be solicited.

§ 1.1003-2 Time of publicizing.

To allow concerns which are not on current bidders lists ample time to prepare bids, proposals or quotations, purchasing offices should, when feasible, synopsisize proposed procurements at least ten days before the issuance of solicita-

tions, in accordance with § 1.1003-9(b) (8).

§ 1.1003-3 Pre-invitation notices.

Where pre-invitation notices (see § 2.205-4 of this chapter) are used, the pre-invitation information shall be included in the synopsis. This information need not be re-published in the synopsis when the invitation for bids is issued.

§ 1.1003-4 Advance notice for research and development.

In order that potential sources may learn of research and development programs, advance notices of the Government's interest in a specific research and development field shall be published in the Commerce Business Daily in accordance with § 1.1003-9(d) so as to give such sources adequate opportunity to submit information for evaluation of their research and development capabilities, except where security considerations prohibit such publication. Each specific procurement of research and development projects shall be publicized in the Commerce Business Daily unless one of the exceptions in § 1.1003-1 is applicable or unless an advance notice of the Government's requirements in the particular field, published in the Commerce Business Daily in accordance with § 1.1003-9(d), has been sufficiently specific to permit potential sources to request solicitations for the prospective procurement. (See § 4.203 of this chapter.)

§ 1.1003-6 Synopses of subcontract opportunities.

(a) *By contracting officers.* (1) In order to broaden the opportunity in negotiated procurement for subcontracting by small business concerns and others, contracting officers shall, unless not in the Government's interest or subcontracting opportunities do not exist, publish in the Commerce Business Daily the names and addresses of firms to whom requests for proposals are to be issued. This procedure will offer opportunity to small business concerns and others interested in subcontracting to make direct contract with prospective prime contractors at an early stage in the procurement. An addition to the regular synopsis prepared in accordance with § 1.1003-9 shall be made as set forth in § 1.1003-9(f).

(2) Contracting officers shall, unless not in the Government's interest or subcontracting opportunities do not exist, publish in the Commerce Business Daily the names and addresses of firms which have submitted acceptable technical proposals in the first step of two-step formal advertising and will therefore be issued invitations for bids in the second step (see § 2.503 of this chapter). Such lists should be followed by a statement substantially as follows:

It is suggested that small business firms or others interested in subcontracting opportunities in connection with this procurement make direct contact with the above firms.

(b) *By prime contractors and subcontractors.* Prime contractors and subcontractors should be encouraged to use

the Commerce Business Daily to publicize opportunities in the field of subcontracting stemming from their defense business. Prime contractors and their subcontractors will be advised to mail subcontract information directly to the U.S. Department of Commerce (Synopsis), Administrative Service Office, Room 1300, 433 West Van Buren St., Chicago, Ill., 60607, under the heading "Subcontracting Assistance Wanted" and in the form of the following example.

XYZ Co. attn John Z. Smith, Tele. No. RAndolph 6-1111, 102 First Ave., Chicago, Ill., 60607, seeks Subcontractor on items to be used in connection with Contract No. ----- awarded -----

(Date)

Coils, induction, dwg. No. 10-742-- 10,000 ea.

(Name, description, and quantity of other items or services may be included as long as contract assistance is desired under the same contract number)—if interested, make inquiry before ----- to above contractor.

(Date)

§ 1.1003-8 Responsibility of small business specialists.

Small business specialists in each purchasing office are responsible for screening all proposed procurements and for recommending action to be taken with respect to publicizing such procurements in accordance with the requirements of this paragraph §§ 1.1003 through 1.1003-9. In those offices where no small business specialist is assigned, the contracting officer or other designated representative shall accomplish the foregoing.

§ 1.1003-9 Preparation and transmittal.

(a) Each purchasing office shall transmit a synopsis of proposed procurements as follows:

(1) When teletypewriter service is available, all synopses shall be forwarded daily as soon as practical via teletypewriter covering invitations for bids, requests for proposals or quotations issued on that day, or at the earliest practical time prior to issuance of the invitation for bids, requests for proposals or quotations, as is deemed appropriate, to the following address.

Synopsis (Attn: RUCMDW),
U.S. Department of Commerce,
Administrative Service Office,
Chicago, Illinois.

(2) When teletypewriter service is not available, synopses shall be dispatched by airmail or ordinary mail, whichever is considered most expeditious, addressed as follows:

U.S. Department of Commerce (Synopsis),
Administrative Service Office,
Room 1300,
433 West Van Buren Street,
Chicago, Illinois, 60607.

(b) Each synopsis shall be prepared as described below:

(1) Lines in the text commencing flush with left margin will not exceed 69 typewritten spaces. Double spaced lines will be used to describe each procurement action. Descriptions of different procurement actions will be distinguished by indenting the first line 5 spaces.

(2) The first line of the text of the message will state the number of the synopsis being sent. Synopses will be numbered con-

secutively by the purchasing office during the calendar year. New numerical series beginning with number one will start as of the first working day of January of each year. Double space between this line and the next line.

(3) The second line of the text of the message will state name and location of the purchasing office straight across the page, not to exceed 69 typewritten spaces. No abbreviations are to be used except for name of State. If more than one line is required for name and location of purchasing office, double space and continue on subsequent line or lines if necessary, double spacing between each line. The address may include an attention phrase directed to an official by name or title.

(4) Four spaces below the preceding line entry (name and address of purchasing office), indent 5 spaces. Using the Department of Defense Procurement Coding Manual, Section I of Volume I, Commodities and Services Reported on DD Form 350, select code applicable to procurement action and insert as appropriate:

(i) "EDTR", for any procurement classified under Part A;

(ii) The single letter code for procurement actions classified under Part B (use "Z" for services which do not fall within the categories cited in Part B); or

(iii) The first two digits of the 4-digit code for procurement actions classified under Part C of the Manual.

If more than one classification is applicable to the procurement action, enter the code accounting for the largest dollar volume of the procurement. Two hyphens will be inserted after the code followed by a description of the supplies or services being procured stated in narrative paragraph form, double spaced, with each line commencing flush with the left margin. The length of the lines in the description will not exceed 69 typewritten spaces. The description will be clear, concise, and with a minimum number of words but sufficient for understanding by interested parties. It will include, as appropriate, commonly used names of supply items, basic materials from which fabricated, general size or dimensions, citations of specification or drawing numbers, or other data. If the material being procured is covered by one or more specifications requiring qualification testing and approval and such requirement has not been waived by competent authority, the notation "(QPL)" shall be inserted immediately following the specification number. The Federal stock number will also be included where one has been assigned. In the absence of a Federal stock number, the service stock number will be included where one has been assigned. However, where more than six items are listed in the synopsis, stock numbers will be listed only for the six items of highest value. No abbreviations will be used in describing supplies or services, although standard abbreviations may be used in listing the quantity purchase reference numbers, specifications and bid opening date. Punctuation symbols will be used as in normal correspondence. Fractions on typewriter keys will not be used but fractions may be expressed by (number)/(number) e.g., 11/16, 1/4, 1/2. The symbols # or @ or * may not be used since they are not used in teletypewriter operation.

(5) Following the complete description of the supplies or services which will end with a period, two hyphens will be used to set off the quantity to be procured. The quantity usually will be stated in numerals followed by the unit (abbreviations of units are permissible, e.g., lbs., ea., doz.). Whenever it is necessary to use "Indefinite Quantity," the description should include a statement as to the duration of the contract or period covered.

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(6) The quantity will be followed by two hyphens before indicating the place of delivery as follows: "Deliveries to -----". Places of delivery should be stated specifically when there are not more than three destinations. When delivery points are more numerous, they will be grouped, if practicable, to show the general geographic area, e.g., "West Coast", "East Coast", or other appropriate regional description. Otherwise, the places of delivery will be stated as "Various Destinations" or "Destination(s) to be furnished".

(7) The places of delivery will be followed by two hyphens before commencing with the invitation for bids number or other purchase reference number, which may consist of letters, numerals, or abbreviations separated by hyphens or spaces. Invitation for bids numbers shall be identified and followed by the letter "B"; request for proposals and request for quotations numbers shall be followed by the letter "Q." Purchase reference numbers should not be broken or appear on one line carried over on the subsequent line, as the insertion of a hyphen for the carry-over would change the reference number.

(8) Two hyphens will be used following the invitation for bids number or purchase reference number to set off the bid opening date or the advance notification date. The date should be stated in military style (date, month and year, e.g., 1 Aug 63). If the synopsis is published prior to issuance of the invitation for bids or request for proposals or quotations, the synopsis shall include a statement to the effect that requests for such invitations, proposals or quotations should be received not later than 10 days from the date of publication of such synopsis in order to enable the purchasing office to mail such invitation for bids, request for proposals, or request for quotations directly to the inquirer at the time of issuance thereof.

* * * * *

(e) Certain procurements involve demands on the contractor which may make it virtually impossible for concerns not having special capabilities or qualifications to compete realistically for the contract. So as to alert such concerns to the need for special capabilities or qualifications and thus permit them to avoid improvident expenditures for bid preparation and the like, procurements for which (1) it is impracticable to distribute plans, drawings or specifications, (2) adequate plans, drawings or specifications to describe requirements are not available, (3) security clearance is required, or (4) other circumstances exist which should be brought to the attention of prospective sources for consideration in order to clearly indicate those qualifying factors affecting the procurement, should be so identified in the synopsis. Appropriate notations for inclusion in the synopsis, such as set forth below, should be devised to meet the needs of specific situations.

(1) Availability of Specifications, Plans or Drawings:

It will be impracticable to distribute the applicable -----

(Insert "specifications," "plans," "drawings" or other appropriate words)

with the solicitation. This data may be examined or obtained at -----

(Be specific)

(2) Complete Data Not Available:

Available specifications, plans, or drawings, relating to the procurement described below

do not fully provide all necessary manufacturing and construction details.

(3) Security Requirements:

Security clearance will be required of all bidders or offerors (or of the successful bidder or offeror).

(4) Availability of Background Research Report:

This procurement of basic research is a continuation of an effort conducted for the past ----- A research report

(Insert period) containing findings to date is not available to the Government.

(5) Production Requirements:

The production of the supplies listed requires a substantial initial investment or an extended period of preparation for manufacture.

6. Section 1.1004 is revised; § 1.1004-1 is revoked; and §§ 1.1005, 1.1005-1 and 1.1005-2 are revised as follows:

§ 1.1004 Disclosure of information prior to award.

A high level of business security must be maintained in order to preserve the integrity of the procurement process. Occasionally, it is necessary to contact potential contractors and others outside the Department of Defense to obtain information regarding wage rates, material costs, and the like, in order to prepare Government estimates in connection with proposed procurements; however, these estimates and other details regarding such proposed procurements shall not be publicized nor discussed with prospective contractors. Maximum information will be made available to the public except (a) advance information on proposed plans regarding procurements, which information would provide undue or discriminatory advantage to private or personal interests, (b) information which is received in confidence, or (c) information which requires protection in the public interest. Information submitted by the bidder or offeror in confidence, and information which might jeopardize the position of the Government or any prospective contractor shall not be released outside the Department of Defense, except as provided in §§ 1.1006(a) and 3.106 of this chapter. (See § 1.705-4 as to information to be released to the SBA.)

§ 1.1004-1 Preparation and transmittal. [Revoked]

§ 1.1005 Publicizing award information.

§ 1.1005-1 Synopsis of contract awards.

(a) *General.* Awards of all unclassified contracts to be performed in whole or in part within the United States, exceeding \$25,000 in amount, shall be published in the Commerce Business Daily "Synopsis of U.S. Government Proposed Procurement, Sales and Contract Awards."

(b) *Preparation and transmittal.* (1) Purchasing officers shall prepare and forward single copies of synopses of contract awards, using the same format as prescribed for synopses of proposed procurements in § 1.1003-9, to the address below, by airmail or ordinary mail whichever is considered most expeditious, before the close of business at the end of each week.

U.S. Department of Commerce (Synopsis)
Administrative Service Office
Room 1300
433 West Van Buren Street
Chicago, Illinois, 60607.

(2) The synopsis of contract awards shall contain the following information:

(i) The name and address of purchasing office;

(ii) The classification code applicable to the procurement action;

(iii) A clear and concise description of the supplies or services being procured, such description to be followed by the contract number and date and, in parentheses, by the applicable number of the invitation for bids or request for proposals;

(iv) The quantity of each item;

(v) The dollar amount of the award;

(vi) The name and full address of the contractor;

(vii) For FOB destination procurement when total shipments from a point of origin to a point of destination will exceed 200,000 pounds and destinations are firm—

(a) Origin point of shipment when different from subdivision (vi) of this subparagraph;

(b) CONUS destination of shipment (see § 1.1003-9(b)(6)); and

(c) Scheduled delivery period (beginning and ending dates); and

(viii) When requested by the prime contractor, a statement of the industries, crafts, processes, or component items in or for which subcontracts are available and subcontractors are desired, together with the general area, if any, indicated by the prime contractor, such as Southeast States, West Coast, New England.

§ 1.1005-2 Other publication of award information.

In addition to the Synopsis required above, contract awards may be the subject of press releases or other public announcements. When such press releases or public announcements are made, for procurements of \$10,000 or more, they shall include the following information:

(a) For awards after formal advertising, state that the contract was awarded after competition by formal advertising and include the number of bids solicited and the number received, and state in general terms the basis for selection, e.g., the lowest responsible bidder.

(b) For awards after procurement by negotiation, include the information contained in the notice prescribed by § 3.106(b)(1) of this chapter and where the award was made after competitive negotiation (either price or design competition), include a statement to this effect and state in general terms the basis for selection.

7. Sections 1.1005-3, 1.1005-4, 1.1005-5, 1.1005-6, 1.1005-7, 1.1005-8, 1.1005-9, 1.1005-10, 1.1005-11 and 1.1005-12 are revoked, as follows:

§ 1.1005-3 General. [Revoked]

§ 1.1005-4 Limitation. [Revoked]

§ 1.1005-5 Authority and delegation. [Revoked]

§ 1.1005-6 Request for authority to place advertisement. [Revoked]

§ 1.1005-7 Preparation of advertisement. [Revoked]

§ 1.1005-8 Insertions. [Revoked]

§ 1.1005-9 Rates. [Revoked]

§ 1.1005-10 Proof of publication. [Revoked]

§ 1.1005-11 Forms. [Revoked]

§ 1.1005-12 Payment. [Revoked]

8. Section 1.1006 is revised; §§ 1.1006-1 and 1.1006-2 are revoked; and §§ 1.1101 (c) and 1.1105 are revised, as follows:

§ 1.1006 Members of Congress.

(a) *Individual procurement information.* In addition to having access to that information available to members of the public, Members of Congress upon their request, shall be given detailed information regarding any particular Department of Defense procurement. The information given shall be responsive to the congressional request; however, where responsiveness would result in disclosure of classified matter, business confidential information, or information which would be prejudicial to competitive procurement, the proposed reply, with full documentation, shall be referred to the Secretary of the Department concerned, and the appropriate legislative liaison office shall be informed. When a proposed reply is to be so referred to a Secretary, an interim reply shall be made to the congressional request indicating the action being taken.

(b) *Inclusion on bidders mailing lists.* Any member of any Committee or Subcommittee of the Congress which is interested in procurement matters shall, upon request of the Committee or Subcommittee Chairman, be placed on applicable bidders mailing lists to receive automatic distribution of bid and proposal information in the specified area of interest.

§ 1.1006-1 Awards after formal advertising. [Revoked]

§ 1.1006-2 Awards after procurement by negotiation. [Revoked]

§ 1.1101 General.

(c) Specifications which require products to be tested and qualified are identified in the Department of Defense Index of Specifications and Standards Chapter IV, Defense Standardization Manual (M200) is the basic directive concerning the qualified products and qualification procedures. Copies of the Index and the Manual may be obtained by the public from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C., 20402.

§ 1.1105 Opportunity for qualification.

Upon determination that a product is to be covered by a qualified products list, manufacturers shall be urged to submit their products for qualification and where possible shall be given sufficient time to arrange for qualification testing prior to issuance of the initial invitation

for bids or request for proposals for the item as a qualified product. Appropriate notice of such determination shall be furnished to the U.S. Department of Commerce (Synopsis), Administrative Service Office, Room 1300, 433 West Van Buren Street, Chicago, Illinois, 60607, for publication in the daily "Synopsis of U.S. Government Proposed Procurement, Sales and Contracts Award". The publicity given to the requirement for qualification testing shall include the following:

(a) An intention to establish a qualified products list for a product;

(b) The specification number and nomenclature of the product, and the name and address of the office to which the request for qualification should be submitted; and

(c) Notice that in making future awards consideration shall be given only to such products as have been accepted for inclusion in a qualified products list.

Lists shall always be kept open for inclusion of products from additional suppliers.

PART 2—PROCUREMENT BY FORMAL ADVERTISING

9. In § 2.201(a), subparagraphs (25) and (27) are revised and §§ 2.203-1, 2.203-2, 2.203-3, and 2.205-5(c) are revised to read as follows:

§ 2.201 Preparation of invitation for bids.

(a) ***
(25) Pending revision of paragraph 4 of the Terms and Conditions of the Invitation for Bids on the back of Standard Form 30 (October 1957 edition) and Standard Form 33 (October 1957 edition) and of paragraph 7 of Standard Form 22 (January 1961 edition), the following provision shall be substituted, as to each form, for the cited paragraph:

LATE BIDS AND MODIFICATIONS OR WITHDRAWALS (AUG. 1963)

(a) Bids and modifications or withdrawals thereof received at the office designated in the invitation for bids after the exact time set for opening of bids will not be considered unless:

(i) they are received before award is made; and either

(ii) they are sent by registered mail, or by certified mail for which an official dated post office stamp (postmark) on the original Receipt for Certified Mail has been obtained, or by telegraph if authorized; and it is determined by the Government that the late receipt was due solely to delay in the mails, or delay by the telegraph company, for which the bidder was not responsible; or

(iii) if submitted by mail (or by telegram if authorized), it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation; *provided*, that timely receipt at such installation is established upon examination of an appropriate date or time stamp (if any) of such installation, or of other documentary evidence of receipt at such installation (if readily available) within the control of such installation or of the postoffice serving it.

However, a modification which makes the terms of the otherwise successful bid more favorable to the Government will be considered at any time it is received and may thereafter be accepted.

(b) Bidders using certified mail are cautioned to obtain a legibly postmarked, dated Receipt for Certified Mail and retain it against the chance that the postmark thereon will be required as evidence that a late bid was timely mailed. If the postmark on such receipt, or on the registered mail wrapper, shows the hour of mailing as well as the date, the time of mailing shall be established accordingly; if it shows the date but not the hour, the time of mailing shall be deemed to be the last minute of the date shown; unless the bidder furnishes evidence from the post office of mailing which, (i) in the case of registered mail, establishes an earlier time; or (ii) in the case of certified mail, where the Receipt for Certified Mail identifies the post office station of mailing, establishes that the business day of that station ended at an earlier time, in which case, the time of mailing shall be deemed to be the last minute of the business day of that station. If any such Receipt for Certified Mail does not show the date, the bid shall not be considered.

(27) A statement substantially as follows (prominently placed in the invitation):

CAUTION TO BIDDERS—LATE BIDS

See the special provision entitled "Late Bids and Modifications or Withdrawals" which provides that late bids and modifications or withdrawals thereof sent through the mails ordinarily will be considered only if timely mailed by registered mail or by certified mail for which a postmarked receipt has been obtained as specified in such provision (Aug. 1963).

§ 2.203-1 Mailing or delivery to prospective bidders.

Invitations for bids (or pre-invitation notices) shall be mailed (or delivered) to a sufficient number of prospective bidders so as to elicit adequate competition and, in accordance with § 1.1002-1 of this chapter, may be provided to others having a legitimate interest to the extent invitations for bids are available.

§ 2.203-2 Displaying in public place.

Copies of unclassified invitations for bids shall be displayed at the purchasing office or at some other appropriate public place. (See § 1.1002-1 of this chapter, for availability of such copies to interested persons.)

§ 2.203-3 Publicity in newspapers and trade journals.

(a) *Free publicity.* A brief announcement of the proposed purchase may be made available for free publication to newspapers and to trade journals and magazines. Copies of unclassified invitations for bids for construction projects may be furnished to trade journals for the construction field, except that drawings, specifications, general and special provisions will not be so furnished.

(b) *Paid advertisements.* See § 1.1002-6 of this chapter.

§ 2.205-5 Release of bidders mailing lists.

(c) A list of firms which have submitted acceptable technical proposals in the first step of two-step formal advertising will be listed in the Commerce Business Daily for the benefit of prospective subcontractors in accordance with § 1.1003-6 (a) (2) of this chapter.

10. Sections 2.302, 2.303-2 and 2.303-3 are revised; the introductory portion of § 2.303-6 is revised; and §§ 2.304 and 2.305 are revised, as follows:

§ 2.302 Time of bid submission.

Bids shall be submitted so as to be received in the office designated in the invitation for bids not later than the exact time set for opening of bids. Where telegraphic bids are authorized, a telegraphic bid received in such office by telephone from the receiving telegraph office not later than the time set for opening of bids shall be considered if such bid is confirmed by the telegraph company by sending a copy of the telegram which formed the basis for the telephone call.

§ 2.303-2 Consideration for award.

A late bid shall be considered for award only if:

(a) It is received before award; and either

(b) It was sent by registered mail, or by certified mail for which an official dated post office stamp (postmark) on the original Receipt for Certified Mail has been obtained, or by telegraph if authorized, and it is determined that the lateness was due solely to a delay in the mails (based on evidence pursuant to § 2.303-3), or to a delay by the telegraph company for which the bidder was not responsible; or

(c) If submitted by mail (or by telegram where authorized), it was received at the Government installation in sufficient time to be received at the office designated in the invitation by the time set for opening and, except for delay due to mishandling on the part of the Government at the installation, would have been received on time at the office designated. The only evidence acceptable to establish timely receipt at the Government installation is that which can be established upon examination of an appropriate date or time stamp (if any) of such installation, or of other documentary evidence of receipt at such installation (if readily available) within the control of such installation or of the post office serving it.

§ 2.303-3 Mailed bids.

(a) *Registered mail.* The time of mailing of a late bid mailed by registered mail shall be determined by the date, and hour if shown, in the postmark. If the postmark shows the date but not the hour of mailing, the time of mailing shall be deemed to be the last minute of the date shown unless the bidder furnishes evidence from the post office of mailing which establishes an earlier time. If the postmark does not show the date of mailing, the bid shall be deemed to have been mailed too late unless the bidder furnishes evidence from the post office of mailing which establishes a timely date.

(b) *Certified mail.* The time of mailing of a late bid mailed by certified mail for which a postmarked receipt for certified mail was obtained shall be determined by the official post office stamp (postmark) on the original receipt for certified mail, to be furnished by the

bidder, showing the date of receipt by the post office at the time of mailing. If this postmark shows the hours of mailing as well as the date, the time of mailing shall be established accordingly; if it shows the date but not the hour, the time of mailing shall be deemed to be the last minute of the date shown, except that, where the receipt for certified mail identifies the post office station of mailing and the bidder furnishes evidence from the post office station of mailing that the business day of that station ended at an earlier time, the time of mailing shall be deemed to be the last minute of the business day of that station. If this postmark does not show the date of mailing, the bid shall be deemed to have been mailed too late.

(c) *Delivery time.* Information concerning the normal time for mail delivery shall be obtained by the purchasing activity from the postmaster, superintendent of mails, or a duly authorized representative for that purpose, of the post office serving that activity. When time permits, such information shall be obtained in writing.

§ 2.303-6 Notification to late bidders.

Where a late bid is received and it is clear from available information that under § 2.303-2 such late bid cannot be considered, the contracting officer or his authorized representative shall promptly notify the bidder that his bid was received late and will not be considered (see also § 2.303-7). However, where a late bid is transmitted by registered mail and received before award but it is not clear from available information whether the bid can be considered, or in any case of a late bid transmitted by certified mail received before award, the bidder shall be promptly notified substantially as follows:

§ 2.304 Modification or withdrawal of bids.

(a) Bids may be modified or withdrawn by written or telegraphic notice received in the office designated in the invitation for bids not later than the exact time set for opening of bids. A telegraphic modification or withdrawal of a bid received in such office by telephone from the receiving telegraph office not later than the time set for opening of bids shall be considered if such message is confirmed by the telegraph company by sending a copy of the telegram which formed the basis for the telephone call. Modifications received by telegram including a record of those telephoned by the telegraph company shall be sealed in an envelope by a proper official who shall write thereon the date and time of receipt and by whom, the invitation for bid number, and his signature. No information contained herein shall be disclosed prior to the time set for bid opening. See § 2.401 for receipt and safeguarding of modifications.

(b) A bid may be withdrawn in person by a bidder or his authorized representative: *Provided*, His identity is made known and he signs a receipt for the bid, but only if the withdrawal is prior to the exact time set for opening of bids.

§ 2.305 Late modifications and withdrawals.

Modifications of bids and requests for withdrawal of bids which are received in the office designated in the invitation for bids after the exact time set for opening are "late modifications" and "late withdrawals", respectively. A late modification or late withdrawal shall be subject to the rules and procedures applicable to late bids set forth in § 2.303. However, a late modification of the otherwise successful bid shall be opened at any time it is received; and if in the judgment of the contracting officer it makes the terms of the bid more favorable to the Government, it shall be considered.

11. In § 2.405, revise the introductory portion and paragraph (d) (2); revise §§ 2.407-6, 2.407-7, and 2.409; revise subparagraph (6) in § 2.503-1(a); and in § 2.503-2, revise paragraph (d) as follows:

§ 2.405 Minor informalities or irregularities in bids.

A minor informality or irregularity is one which is merely a matter of form or is some immaterial variation from the exact requirements of the invitation for bids, having no effect or merely a trivial or negligible effect on price, and no effect on quality, quantity, or delivery of the supplies or performance of the services being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial to, bidders. The contracting officer shall either give to the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid, or, waive any such deficiency where it is to the advantage of the Government. Examples of minor informalities or irregularities include:

(d) ***
(2) The amendment clearly would have no effect or merely a trivial or negligible effect on price, and no effect on quality, quantity, delivery, or the relative standing of bidders, such as an amendment correcting a typographical mistake in the name of the Government purchasing activity; and

§ 2.407-6 Equal low bids.

(a) (1) Where two or more low bids are equal in all respects, considering all factors except the priorities set forth in subparagraph (2) of this paragraph, award shall be made in accordance with the order of priorities therein. Where two or more low bids are equal in all respects, considering all factors including the priorities set forth in subparagraph (2) of this paragraph, award shall be made by a drawing by lot which shall be witnessed by at least three persons and which may be attended by the bidders or their representatives, subject to subparagraph (3) of this paragraph.

(2) For the purposes of subparagraph (1) of this paragraph, preference shall be given in the following order of priority:

(i) Persistent labor surplus area concerns (§ 1.801 of this chapter) that are

also small business concerns (§ 1.701 of this chapter);

(ii) Other persistent labor surplus area concerns;

(iii) Substantial labor surplus area concerns (§ 1.801 of this chapter) that are also small business concerns;

(iv) Other substantial labor surplus area concerns;

(v) Other small business concerns.

(3) If the application of the priorities in subparagraph (2) of this paragraph results in two or more bidders being eligible for award, the award shall be made to the concern that will make the most extensive use of small business subcontractors, rather than by drawing lots. If two or more bidders still remain eligible for award, the award shall be made by a drawing by lot limited to such bidders.

(b) When award is to be made by drawing by lot and the information available shows that the product of a particular manufacturer has been offered by more than one bidder, a preliminary drawing by lot shall be made to ascertain which of the bidders offering the product of a particular manufacturer will be included in the final drawing to determine the award.

(c) When an award is determined by drawing by lot, the names and addresses of the three witnesses and the person supervising the drawing shall be placed on all copies of the abstract of bids or otherwise recorded.

(d) In each award where preference is to be given under this part, the contracting officer shall, prior to award, obtain from such concern a written statement that it will perform, or cause to be performed, the contract in accordance with the circumstances justifying the priority.

§ 2.407-7 Statement and certificate of award.

(a) For all contracts made by formal advertising, the contracting officer shall prepare and execute a statement and certificate of award on Standard Form 1036, in accordance with § 16.801 of this chapter. Such certificate shall either state that the accepted bid was the lowest bid received, or list all lower bids received and set forth reasons for their rejection. These reasons shall be set forth in such detail as is necessary to justify the award. For the purposes of this certificate, the lowest bid received is considered to be that bid which is lowest after consideration of price factors only. The cost of transportation to the destination indicated in the invitation for bids, and any acceptable discount offered by a bidder, and if the invitation so specifies, any other Government cost factors, shall be considered price factors in determining the lowest bidder for purposes of this certificate. The foregoing price factors need not be applied to nonresponsive bids; however, each nonresponsive bid shall be listed on Standard Form 1036 if, without consideration of other price factors, it is apparently lower than any bid on which an award was made. The following are representative of low or apparent low bid situations in which there is a requirement to make a report on Standard Form 1036:

(1) Mistake in bid,

(2) Violation of covenant against contingent fees (see § 1.508(c) of this chapter),

(3) Unauthorized agency or undisclosed principal,

(4) Nonconformity to essential requirements of invitations for bids (see § 2.402-2),

(5) Lack of bidder responsibility,

(6) Expiration of the bid acceptance time.

(b) In each case of equal low bids where an award is made pursuant to § 2.407-6(a), the certificate required by this section shall briefly recite the circumstances under which award was made. Where such award is to a small business or a labor surplus area concern the certificate shall state it has been administratively determined that the award will further the Congressional policy with respect to small business expressed in 10 U.S.C. 2301 or will further the policy with respect to labor surplus areas, or both, as the case may be.

(c) Where an award involves a mistake in bid and the matter has been resolved by administrative action, the Standard Form 1036 will be accompanied with (1) a copy of the bidder's verification in the case of an apparent or obvious mistake or (2) the written administrative determination concerning a mistake of the type described in § 2.406-3. Where an award involves a mistake in bid on which the Comptroller General has rendered a decision, the certificate will contain a citation by number and date of the decision or will have a copy attached.

(d) Where an award is made after consideration of a late bid, the certificate will contain a brief statement of the facts supporting such award (see § 2.303-8).

§ 2.409 Synopsis of contract awards.

See § 1.1005-1 of this chapter.

§ 2.503-1 Step one.

(a) *Requests for technical proposals.*

* * *

(6) The date by which the proposal must be received and a statement as follows:

LATE TECHNICAL PROPOSALS (AUG. 1963)

(a) Proposals received at the office designated in the request for technical proposals after the close of business on the date set for receipt thereof (or after the time set for receipt, if a particular time is specified) will not be considered unless:

(i) they are received before the invitation for bids in step two is issued; and either

(ii) they are sent by registered mail, or by certified mail for which an official, dated post office stamp (postmark) on the original Receipt for Certified Mail has been obtained, and it is determined by the Government that the late receipt was due solely to delay in the mails for which the offeror was not responsible; or

(iii) if submitted by mail, it is determined that the late receipt was due solely to mishandling by the Government after receipt at the Government installation, *provided*, that timely receipt at such installation is established upon examination of an appropriate date or time stamp (if any) of such installation, or of other documentary evidence of receipt at such installation (if readily available) within the control of such installation or of the post office serving it.

(b) Offerors using certified mail are cautioned to obtain a legibly postmarked, dated receipt for certified mail and retain it against the chance that the postmark thereon will be required as evidence that a late proposal was timely mailed. If the postmark on such receipt, or on the registered mail wrapper shows the hour of mailing as well as the date, the time of mailing shall be established accordingly; if it shows the date but not the hour, the time of mailing shall be deemed to be the last minute of the date shown, unless the offeror furnishes evidence from the post office of mailing which (i) in the case of registered mail, establishes an earlier time; or (ii) in the case of certified mail where the receipt for certified mail identifies the post office station of mailing, establishes that the business day of that station ended at an earlier time, in which case the time of mailing shall be deemed to be the last minute of the business day of that station. If any such receipt for certified mail does not show the date, the offer shall not be considered.

§ 2.503-2 Step two.

(d) Will not be synopsisized (see Subpart J, Part 1 of this chapter) or publicly posted (see § 2.203-2), except that the names of firms which have submitted acceptable technical proposals in the first step of two-step formal advertising will be listed in the Commerce Business Daily for the benefit of prospective subcontractors in accordance with § 1.1003-6 (a) (2) of this chapter.

PART 3—PROCUREMENT BY NEGOTIATION

12. Paragraph (b) in § 3.201-2 is revised; § 3.210-3 is revised; and subparagraph (2) in § 3.303(a) is revised, as follows:

§ 3.201-2 Application.

(b) For the duration of the national emergency declared pursuant to Presidential Proclamation 2914, dated December 16, 1950, the Assistant Secretary of Defense (Installations and Logistics) has determined that only the following procurements may be made pursuant to the authority of 10 U.S.C. 2304(a) (1):

(1) Procurements made in keeping with (i) labor surplus set-aside programs, including, when no other negotiating authority is appropriate and the use of formal advertising is not feasible and practicable, the placement of contracts for the total or any part of the requirements set-aside which are not filled by awards made in accordance with the provisions of the Notice of Labor Surplus Area Set-Aside (see § 1.804-2(c) of this chapter), or (ii) disaster area programs; and

(2) Procurements made in keeping with the small business programs (i) after unilateral determinations for set-asides, or (ii) to place the total or any part of the requirements set-aside which are not filled by awards to small business concerns, when no other negotiating authority is appropriate and the use of formal advertising is not feasible and practicable (see § 1.706-7 of this chapter).

§ 3.210-3 Limitation.

The authority of §§ 3.210 through 3.210-3 shall not be used when negotiation is authorized by any other authority set forth in §§ 3.201 through 3.217, except that this authority shall be used in preference to § 3.212. The authority illustrated in § 3.210-2 (c) and (d) shall not be used in cases where "Small Business Restricted Advertising" has been used. However, the authority may be used in the case of partial set-asides unless in the judgment of the contracting officer the failure to obtain sufficient responsive bids was caused by the existence of set-aside. The authority contained in § 3.210-2 (m) and (o) shall not be used in procurements in excess of \$10,000 unless its use is approved in advance at a level higher than the contracting officer. Every contract that is negotiated under the authority of §§ 3.210 through 3.210-3 shall be accompanied with a determination and findings justifying its use, signed by the contracting officer and prepared in accordance with the requirements of Subpart C of this part.

§ 3.303 Determinations and findings below the Secretarial level.

(a) * * *

(2) Determinations and findings with respect to authority to enter into contracts by negotiation required by §§ 3.202-3, 3.207-3, 3.208-3, 3.210-3, and 3.211-3; provided, that under § 3.211-3 the basic contract or any single modification thereto does not obligate the Government to pay more than \$100,000 (where it is known in advance that the scope of the contract will be expanded to include additional phases or where it is incrementally funded, the total estimated cost of all increments will be used as the basis for determining whether a determination and finding will be made at the Secretarial level or by the contracting officer);

13. Subparagraph (2) in § 3.405-5(c) is revised; subparagraph (5) in § 3.408 (d) is revised; and in § 3.501(b), subparagraphs (4) and (23) are revised and subparagraph (44) is added, as follows:

§ 3.405-5 Cost-plus-a-fixed-fee contract.

(c) *Limitations.* * * *

(2) 10 U.S.C. 2306(d) provides that in the case of a cost-plus-a-fixed-fee contract the fee shall not exceed ten percent (10 percent) of the estimated cost of the contract, exclusive of the fee, as determined by the Secretary concerned at the time of entering into such contract (except that a fee not in excess of fifteen percent (15 percent) of such estimated cost is authorized in any such contract for experimental, developmental, or research work and that a fee inclusive of the contractor's cost and not in excess of six percent (6 percent) of the estimated cost, exclusive of fees, as determined by the Secretary concerned at the time of entering into the contract, of the project to which such fee is applicable is authorized in contracts for architectural or engineering services relating to any public works or utility projects).

As to fee limitations on subcontracts, see § 3.807-10(d).

§ 3.408 Letter contract.

(d) *Content.* * * *

(5) A consent to subcontracts clause in accordance with § 3.903-1 and as many other definitive contract provisions as possible;

§ 3.501 Preparation of request for proposals or request for quotations.

(b) * * *

(4) Closing date and time.

(23) A provision for late proposals as set forth in § 3.804-2(d) and, in addition, the following notice shall be prominently set forth in the request for proposals (in the case of request for quotations, the provision in § 3.804-2(d) and the following notice will be appropriately modified).

CAUTION—LATE PROPOSALS. See the special provision entitled "Late Proposals" which provides that late proposals sent through the mails ordinarily will be considered ONLY IF TIMELY MAILED BY REGISTERED MAIL OR BY CERTIFIED MAIL FOR WHICH A POSTMARKED RECEIPT HAS BEEN OBTAINED AS SPECIFIED IN SUCH PROVISION.

(44) Such general contract provisions or conditions as are required by law or by this subchapter.

14. Sections 3.604-1(a), 3.610-2 (d) and (g), 3.804-2 (a) and (d), and 3.807-10(d) are revised to read as follows:
§ 3.604-1 Conditions for use.

Imprest funds shall be used in accomplishing small purchases when all of the following conditions are present.

(a) The transaction is not in excess of \$100 (\$250 under emergency conditions).

§ 3.610-2 Procurement and payment.

(d) The supplier shall be notified that where the total price will exceed the estimated monetary limitation, or if material or services cannot be furnished in exact accordance with the description and delivery schedule set forth, the contracting officer shall be notified and performance shall be withheld pending advice from the contracting officer.

(g) The following clause shall be included in each unpriced purchase order:

NOTICE TO SUPPLIER

This is a firm order if the total price is \$----- or less. Make delivery or perform in accordance with the delivery provisions of this order and submit invoice to the Contracting Officer of the purchase office named herein.

If total price of this order will exceed the above amount or if you cannot furnish material or services in exact accordance with the description and delivery schedules set forth herein, notify the undersigned Contracting Officer immediately, giving your quotation or proposed substitution or changes, and withhold performance pending reply. (Aug. 1963)

§ 3.804-2 Late proposals.

(a) Proposals which are received in the office designated in the requests for proposals after the time specified for their submission are "Late Proposals." Late proposals shall not be considered for award, except under the circumstances set forth in § 2.303 of this chapter relating to late bids and § 2.305 of this chapter relating to late modifications, or where only one proposal is received. (For the purpose of applying the late bid rules to late proposals, unless a specific time for receipt of proposals is stated in the request for proposals, the time for such receipt shall be deemed to be the time for close of business of the office designated for receipt of proposals on the date stated in the request for proposals.) Notwithstanding the provisions of § 1.109 of this chapter, exceptions may be authorized only by the Secretary concerned, and only where consideration of a late proposal is of extreme importance to the Government, as for example where it offers some important technical or scientific breakthrough. To determine the possible existence of such extreme importance, notwithstanding § 2.303-7 of this chapter, all late proposals shall be opened prior to award and if not considered for award shall be returned to the offeror.

(d) Written requests for proposals shall contain the following provisions:

LATE PROPOSALS (Aug. 1963)

(a) Proposals received at the office designated in the request for proposals after the close of business on the date set for receipt thereof (or after the time set for receipt if a particular time is specified) will not be considered unless:

(i) They are received before award is made; and either

(ii) They are sent by registered mail, or by certified mail for which an official dated post office stamp (postmark) on the original receipt for certified mail has been obtained, or by telegraph; and, it is determined by the Government that late receipt was due solely to delay in the mails, or delay by the telegraph company, for which the offeror was not responsible; or

(iii) If submitted by mail or telegram, it is determined that the late receipt was due solely to mishandling by the Government after receipt at the Government installation: *Provided*, That timely receipt at such installation is established upon examination of an appropriate date or time stamp (if any) of such installation, or of other documentary evidence of receipt at such installation (if readily available) within the control of such installation or of the post office serving it.

(b) Offerors using certified mail are cautioned to obtain a legibly postmarked, dated receipt for certified mail and retain it against the chance that the postmark thereon will be required as evidence that a late proposal was timely mailed. If the postmark on such receipt, or on the registered mail wrapper shows the hour of mailing as well as the date, the time of mailing shall be established accordingly; if it shows the date but not the hour, the time of mailing shall be deemed to be the last minute of the date shown, unless the offeror furnishes evidence from the post office of mailing which, (i) in the case of registered mail, establishes an earlier time; or (ii) in the case of certified mail where the receipt for certified mail identifies the post

office station of mailing, establishes that the business day of that station ended at an earlier time, in which case the time of mailing shall be deemed to be the last minute of the business day of that station. If any such receipt for certified mail does not show the date, the offer shall not be considered.

§ 3.807-10 Subcontracting considerations in cost analysis.

(d) In considering cost-plus-fee subcontracts while negotiating prime contracts where cost analysis is performed, the contracting officer shall make every effort to insure (but in consenting to cost-plus-fee subcontracts, the contracting officer shall insure) that fees under such subcontracts never exceed—

(1) Fifteen percent (15%) of the estimated cost, exclusive of fee, in the case of any subcontract for experimental, developmental, or research work; or

(2) Ten percent (10%) of the estimated cost, exclusive of fee, in the case of any other subcontract, except as provided in subparagraph (3) of this paragraph; or

(3) Six percent (6%) of the estimated cost of a public work or utility, exclusive of fees, in the case of a subcontract for architectural or engineering services for such work or utility project.

These limits should not be inserted in the prime contract because such action might tend to inflate fees customarily negotiated at lower rates.

15. Sections 3.808, 3.808-1, 3.808-2, 3.808-3, 3.808-4, and 3.808-5 are revised, and new §§ 3.808-6 and 3.808-7 are added.

§ 3.808 Profit, including fees under cost-reimbursement type contracts.

§ 3.808-1 Policy.

(a) *General.* It is the policy of the Department of Defense to utilize profit to stimulate efficient contract performance. Profit generally is the basic motive of business enterprise. The Government and defense contractors should be concerned with harnessing this motive to work for more effective and economical contract performance. Negotiation of very low profits, the use of historical averages, or the automatic application of a predetermined percentage to the total estimated cost of a product, does not provide the motivation to accomplish such performance. Furthermore, low average profit rates on defense contracts overall are detrimental to the public interest. Effective national defense in a free enterprise economy requires that the best industrial capabilities be attracted to defense contracts. These capabilities will be driven away from the defense market if defense contracts are characterized by low profit opportunities. Consequently, negotiations aimed merely at reducing costs by reducing profits, with no realization of the function of profit cannot be condoned. For each contract in which profit is negotiated as a separate element of the contract price, the aim of negotiation should be to employ the profit motive so as to impel effective contract performance by which overall contract costs are economically controlled. To this end, the profit ob-

jective must be fitted to the circumstances of the particular procurement, giving due weight to each of the performance, risk, and other factors set forth in §§ 3.808 through 3.808-7. This will result in a wider range of profits which, in many cases, will be significantly higher than previous norms.

(b) *Contracts priced on the basis of cost analysis.* When cost analysis is performed pursuant to § 3.807-2, profit considerations shall be in accordance with the objectives set forth below. As an inducement for broad reductions in defense costs, the Government should:

(1) Establish a profit objective for contract negotiations which will allow the contractor an opportunity to earn profits commensurate with the extent of cost risk he is willing to assume—the greater the risk assumption, the greater the profit objective established;

(2) Reward those contractors who have a very good record of past performance and conversely provide for lower profits to contractors whose performance has been mediocre or poor; and

(3) Reward contractors who provide their own facilities and financing or who have established their competence through prior development work undertaken at their own risk.

The weighted guidelines method set forth in § 3.808-2 for establishing profit objectives is designed to provide reasonably precise guidance in applying these principles. This method, properly applied, will tailor profits to the circumstances of each contract in such a way that long range cost reduction objectives will be fostered, and a wider spread of profits will be achieved.

(c) *Contracts without cost analysis.* On many contracts and subcontracts, good pricing does not require an examination into costs or profits. Where adequate price competition exists and in other situations where cost analysis is not required (see § 3.807), firm fixed-price contracts will be awarded to the lowest responsible offerors without regard to the amount of their profits. Under these circumstances, the profit which is anticipated, or in fact earned, should not be of concern to the Government. In such cases, if a low offeror earns a large profit, it should be considered the normal reward of efficiency in a competitive system and efforts should not be made to reduce such profits.

§ 3.808-2 Weighted guidelines method.

(a) *General.* The weighted guidelines method provides contracting officers with (1) a technique that will insure consideration of the relative value of the appropriate profit factors described in § 3.808-4 in the establishment of profit objectives and the conduct of profit negotiations; and (2) a basis for documentation of this objective, including an explanation of any significant departure from this objective in reaching a final agreement. The contracting officer's analysis of these profit factors is based on information usually available to him prior to negotiations. Such information is furnished in proposals,

audit data, performance reports, preaward surveys, and the like. The weighted guidelines method shall be used in all contracts where cost analysis is performed except as set forth in paragraph (b) of this section.

(b) *Exceptions.* (1) Under the following circumstances, other methods for establishing profit objectives may be used *provided* such methods accomplish the two features of the weighted guidelines method set forth in paragraph (a) of this section. These circumstances are:

- (i) Architect engineering contracts;
- (ii) Personal or professional service contracts;
- (iii) Management contracts, e.g., for maintenance or operation of Government facilities;
- (iv) Contracts with nonprofit organizations where fees are involved; and
- (v) Termination settlements.

(2) Other exceptions may also be made in the negotiation of contracts presenting unusual pricing situations when specifically authorized by the head of a procuring activity. Such exceptions shall be justified in writing and authorized only in situations where the weighted guidelines method is determined to be unsuitable.

(c) *Statutory limitations.* In the event this or any other method would result in establishing a fee objective in violation of limitations established by statute or this subchapter, the maximum fee objective shall be the percentage allowable pursuant to such limitations.

§ 3.808-3 Profit objective.

(a) A profit objective is that part of the estimated contract price objective or value which, in the judgment of the contracting officer, is appropriate for the procurement being considered, covering the profit or fee element of the price objective and is to be used in commencing negotiations with a contractor. This objective should realistically reflect the total overall task to be performed and the requirements placed on the contractor. Prior to negotiation of contracts or modifications thereto, when cost analysis is undertaken, the negotiator shall develop a profit or fee objective.

(b) Contracting officers shall, when appropriate, request contractors to develop profit objectives using the weighted guidelines method to price their proposals accordingly and be prepared to negotiate, using this method. This information will provide a basis for negotiation of contract profit.

(c) Development of a profit objective should not begin until after a thorough (1) review of proposed contract work; (2) review of all available knowledge regarding the contractor, pursuant to Subpart I, Part 1 of this chapter, including performance, capability reports, audit data, preaward survey reports and financial statements, as appropriate; and (3) analysis of the contractor's cost estimate and comparison with the Government's estimate or projection of cost.

§ 3.808-4 Profit factors.

(a) The factors set forth below shall be considered in all cases in which profit is to be specifically negotiated. The

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weight ranges listed after each factor shall be used in all instances where the weighted guidelines method is used:

<i>Profit factors</i>	<i>Weight ranges</i>
Contractors' input to total performance—	
Direct materials:	
Purchased parts.....	1-4%
Subcontracted items.....	1-5%
Other materials.....	1-4%
Engineering labor.....	9-15%
Engineering overhead.....	6-9%
Manufacturing labor.....	5-9%
Manufacturing overhead.....	4-7%
General and administrative expenses.....	6-8%
Contractor's assumption of contract cost risk.....	0-7%
Type of contract.....	
Reasonableness of cost estimates.....	
Difficulty of contract task.....	
Record of contractor's performance	-2-+2
Management.....	
Cost efficiency.....	
Reliability of cost estimates.....	
Timely deliveries.....	
Quality of product.....	
Inventive and developmental contributions.....	
Small business and labor surplus area participation.....	
Selected factors.....	-2-+2
Source of resources.....	
Government or contractor.....	
Source of financial.....	
Material and technical.....	
Resources.....	
Special achievement, if any, required in contract.....	
Other.....	

(b) Under the weighted guidelines method, the contracting officer shall first measure the "Contractor's Input to Total Performance" by the assignment of a profit percentage within the designated weight ranges to each element of contract cost recognized by the contracting officer. Such costs are multiplied by the specific percentages, which have been selected in accordance with § 3.808-5(b), to arrive at specific dollar profits. The sum of the dollar profits for all of the cost elements of the Contractor's Input to Total Performance represents the profit objective at this point.

(c) The suggested categories under the Contractor's Input to Total Performance are similar to those on the Cost and Price Analysis (DD Form 633). Often, individual proposals will be in a different format; but, since these categories are broad and basic, they provide sufficient guidance to evaluate all other items of cost.

(d) Although certain classifications of acceptable cost, including travel, subsistence, facilities, test equipment, special tooling, federal manufacturers excise taxes, and royalty expenses, may have been historically excluded from the base upon which profit has been computed, they shall not be excluded when using the weighted guidelines method. If Contractor's Input to Total Performance includes costs for facilities purchased for the account of the Government, they shall be evaluated under the Source of Resources factor (see § 3.808-5(e)(1)).

(e) After the contracting officer has computed a total dollar profit for the Contractor's Input to Total Performance, he shall divide this amount by the total recognized costs to determine the com-

posite profit percentage for this factor. To this composite percentage, he shall then add the specific percentages assigned for cost risk, performance, and the other selected factors, to arrive at a total profit percentage. He shall then multiply the total recognized contract costs by this total profit percentage to determine the profit objective. A cardinal principle of the weighted guidelines method is that the specific percentages assigned for cost risk, performance, and other factors are applied to total recognized costs in establishing the profit objective.

§ 3.808-5 Assignment of values to specific factors.

(a) *General.* In making his judgment of the value of each factor, the contracting officer should be governed by the definition, description, and purpose of the factors together with considerations for evaluating them as set forth herein.

(b) *Contractor's input to total performance.* This factor is a measure of how much the contractor himself is expected to contribute to the overall effort necessary to meet the contract performance requirements in an efficient manner. This factor which is apart from the contractor's responsibility for contract performance, takes into account what resources are necessary and what the contractor himself must do to accomplish a conversion of ideas and materials into the final product called for in the contract. This is a recognition that within a given total performance output, or within a given sales dollar figure, necessary efforts on the part of individual contractors can vary widely in both value and quantity, and that the profit objective should reflect the extent and nature of the contractor's contribution to total performance. The evaluation of this factor requires an analysis of the cost content of the proposed contract as follows.

(1) *Direct materials (purchased parts, subcontracted items, and other material).* Analysis of these cost items shall include an evaluation of the managerial and technical effort necessary to obtain the required purchased parts, subcontracted items, and other materials, including special tooling. This evaluation shall include consideration of the number of orders and suppliers, and whether established sources are available or new sources must be developed. The contracting officer shall also determine whether the contractor will, for example, obtain the material and tooling by routine orders for readily available supplies (particularly those of substantial value in relation to the total contract cost), or by detailed subcontracts for which the prime contractor will be required to develop complex specifications involving creative design or close tolerance manufacturing requirements. Consideration should be given to the managerial and technical efforts necessary for the prime contractor to administer subcontracts. These determinations shall be made for purchases of raw materials or basic commodities, purchases of processed material including all types of components of standard or near-standard character-

istics, and purchases of pieces, assemblies, subassemblies, special tooling and other products special to the end-item. In the application of this criterion it should be recognized that the contribution of the prime contractor to his purchasing program might be substantial. This might be applicable in the management of subcontracting programs involving many sources, involving new complex components and instrumentation, incomplete specifications, and close surveillance by the prime contractor's representatives. The normal low weight for direct materials is 2 percent. A weighting of less than 2 percent would be appropriate only in unusual circumstances when there is a minimal contribution by the contractor.

(2) *Engineering labor and manufacturing labor.* Analysis of the engineering labor and manufacturing labor items of the cost content of the contract shall include evaluation of the comparative quality and level of the engineering talents, manufacturing skills and experience to be employed. In evaluating engineering labor for the purpose of assigning profit dollars, consideration shall be given to the amount of notable scientific talent or unusual or scarce engineering talent needed in contrast to journeyman engineering effort or supporting personnel. The diversity, or lack thereof, of scientific and engineering specialties required for contract performance and the corresponding need for engineering supervision and coordination should be evaluated. Similarly, the variety of manufacturing labor skills required and the contractor's manpower resources for meeting these requirements shall be considered.

(3) *Engineering overhead, manufacturing overhead, and general and administrative expenses.* Analysis of these overhead items of cost includes the evaluation of the make up of these expenses and how much they contribute to contract performance. This analysis shall include a determination of the amount of labor within these overhead pools and how this labor would be treated if it were considered as direct labor under the contract. The allocable labor elements shall be given the same profit consideration that they would receive if they were treated as direct labor. The other elements of these overhead pools shall be evaluated to determine whether they are routine expenses such as utilities, depreciation, and maintenance, and hence given lesser profit consideration, or whether they are significant contributing elements. The composite of the individual determinations in relation to the elements of the overhead pools will be the profit consideration given the pools as a whole. The procedure for assigning relative values to these overhead expenses differs from the method used in assigning values to direct labor. The upper and lower limits assignable to the direct labor are absolute. In the case of overhead expenses, individual expenses may be assigned values outside the range as long as the composite ratio is within the range.

(c) *Contractor's assumption of contract cost risk.* (1) This factor reflects the policy of the Department of Defense

to shift the risk of contract costs to the fullest extent practicable to contractors and to compensate them for the assumption of this risk. Evaluation of this risk requires a determination of (i) the degree of cost responsibility the contractor assumes, (ii) the reliability of the cost estimates in relation to the task assumed, and (iii) the chances of the contractor's success or failure. This factor is specifically limited to the risk of contract costs. Thus, such risks on the part of the contractor as reputation, losing a commercial market, risk of losing potential profits in other fields, or any risk on the part of the purchasing activity, such as the risk of not acquiring an effective weapon, are not within the scope of this factor.

(2) The first and basic determination of the degree of cost responsibility assumed by the contractor is related to the sharing of total risk of contract cost by the Government and the contractor through the selection of contract type. The extremes are a cost-plus-fixed-fee contract requiring only that the contractor use his best efforts to perform a task, and a firm fixed-price contract for a complex item. Such cost-plus-fixed-fee contract would reflect a minimum assumption of cost responsibility, whereas such firm fixed-price contract would reflect a complete assumption of cost responsibility. Therefore, in the first step of determining what value is to be given for the contractor's assumption of contract cost risk, a zero rating shall be given to a proposed cost-plus-fixed-fee best efforts contract, and a 7 percent rating shall be given to a closely priced firm fixed-price contract for a new, complex item.

(3) The second determination is that of the reliability of the cost estimates. Sound price negotiation requires well-defined contract objectives and reliable cost estimates. Prior production experience assists the contractor in preparing reliable cost estimates on new procurements for similar equipment and does not in any way reduce his cost responsibility in a firm fixed-price contract. An excessive cost estimate reduces the possibility that the cost of performance will exceed the contract price, thereby reducing the contractor's assumption of contract cost risk.

(4) The third determination is that of the difficulty of the contractor's task. The contractor's task can be difficult or easy, regardless of the type of contract.

(5) Contractors are likely to assume greater cost risks only if contracting officers objectively analyze the risk incident to proposed contracts and are willing to compensate contractors for it. Generally, a cost-plus-fixed-fee contract would not justify a reward for risk in excess of 1 percent nor would a firm fixed-price contract justify a reward of less than 5 percent. Where proper contract type selection has been made the reward for risk by contract type would usually fall into the following percentage ranges:

Type of contract	Percentage ranges
Cost-plus-fixed-fee	0-1
Cost-plus-incentive-fee including cost incentive only	1-2

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Type of contract	Percentage ranges
Cost-plus-incentive-fee including cost performance and delivery incentives	1½-3
Fixed-price-incentive including cost incentive only	2-4
Fixed-price-incentive including cost, performance and delivery incentives	3-5
Prospective price redetermination	4-5
Firm fixed-price	5-7

These ranges may not be appropriate for all procurement circumstances. For instance, a fixed-price-incentive contract which is closely priced with a low ceiling price and a high incentive share may be tantamount to a firm-fixed contract, while a fixed-price-incentive contract with a high ceiling price and low cost incentive formula could be considered to contain cost-plus-incentive-fee contract features. Similarly, if a cost-plus-incentive-fee contract includes a ceiling or an unlimited downward (negative) fee adjustment on cost control, it could be comparable to a fixed-price-incentive contract.

(d) Record of contract performance.

(1) Contractors who have an excellent record of previous performance should receive more favorable profit consideration than poor performers, in order to provide an incentive for improved performance and to decrease the cost risk to the Government. The following factors are to be considered in evaluating a contractor's performance record.

(2) Management—stability and competence of management personnel, their willingness and ability to adjust company resources to meet peculiarly difficult and changing defense requirements are criteria for consideration. The degree of cooperation by the contractor, both business and technical, with the objectives of the Government should be considered.

(3) Cost efficiency—low cost performance reflecting economic use of facilities and manpower, sound purchasing methods and subcontracting procedures, and effective inventory control are criteria for consideration. Improvement in production efficiency through investment in plant modernization, past production efficiencies, or lack thereof, effectiveness of the contractor's make-or-buy program, purchasing and subcontracting system and inventory control shall be evaluated.

(4) Reliability of cost estimates—accuracy and reliability of previous cost estimates shall be considered.

(5) Timely deliveries—the contractor's delivery record, considering excusable delays and the contractor's efforts to overcome delays, shall be analyzed.

(6) Quality of product—experience with the contractor's product reliability, including the rate of rejection of his product and his acceptance of responsibility for continuing support shall be considered.

(7) Inventive and developmental contributions—extent and nature of contractor-initiated and financed research, development, design work, product engineering, quality control, value engineering, and manufacturing processes and techniques shall be analyzed.

(8) Small business and labor surplus participation—the contractor's policies

and procedures which energetically support Government, small business and labor surplus-area programs should be given favorable consideration. Any unusual efforts which the contractor displays in subcontracting with these concerns, particularly for development type work likely to result in later production opportunities, and the overall effectiveness of the contractor in subcontracting with and furnishing assistance to such concerns shall be considered.

(e) *Selected factors.* The following additional factors which may enter into particular procurement circumstances shall, as a group, be assigned a weight.

(1) *Source of resources (Government or private).* Application of this factor calls for an analysis of the contractor's dependence on Government financial assistance; material assistance in the form of special test equipment, facilities, and special tooling; and special technical assistance in the form of designs, processes, and techniques previously developed at Government expense. Contractor reliance upon Government resources shall be discouraged by providing for less favorable profit consideration. Commercial facilities to be rented by the contractor will be evaluated as contractor furnished. Customary progress payments and guaranteed loans with normal guarantees (90 percent or less) shall not be weighed in this evaluation. However, other forms of financial assistance such as extraordinary progress payments, guaranteed loans with abnormal guarantees, or advance payments shall be considered as a minus factor. Similarly, the reliance on any other type of Government assistance, including facilities, shall be evaluated as a minus from zero.

(2) *Special achievement, if any, required in the contract.* This factor indicates the need for extra profit consideration when outstanding performance is required. Such achievement may be in the form of a special technical requirement, such as production of some remarkable first, or achievements involving non-technical objectives, such as an extraordinarily fast delivery schedule.

(3) *Other.* Particular procurement situations may give rise to the desirability of using a profit factor other than those in subparagraphs (1) and (2) of this paragraph. Such factor shall be identified; and the reason for its use shall be documented in accordance with § 3.811.

§ 3.803-6 Special profit consideration.

Contractors who develop military items without Government assistance are entitled to special profit consideration on those items. This consideration shall be in addition to the profit objective arrived at through the weighted guideline method. One to four percent of recognized cost is established as the normal range of value for this profit factor. The criteria for selection of the specific percentage shall be the importance of the development in furthering defense purposes, the demonstrable initiative in determining the need and application of the development, the extent of the contractor's cost risk, and whether the develop-

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ment capital was recovered directly or indirectly from Government sources.

§ 3.808-7 Examples.

A number of examples of application of the weighted guidelines method of determining a profit objective are set forth below. These examples are drawn from hypothetical situations only and shall in no event be considered as requiring the use of identical or similar specific percentage values merely because of some believed similarity between an actual procurement action and the hypothetical facts of any of the examples.

EXAMPLE NUMBER 1—FFP CONTRACT FOR CONTRACTOR-DEVELOPED MILITARY ITEM

Factors	Estimated costs	Assigned weight	Profit
Contractor's input to total performance:		Percent	
Direct materials—			
Purchased parts.....	\$750,000	3	\$22,500
Subcontracted items.....	750,000	4	30,000
Other materials.....	500,000	3	15,000
Engineering labor.....	50,000	11.3	5,650
Engineering overhead.....	25,000	7.6	1,900
Manufacturing labor.....	1,100,000	6.4	70,400
Manufacturing overhead.....	1,325,000	6.4	84,800
General and administrative expenses.....	500,000	7.55	37,750
Totals.....	5,000,000		268,000
Composite weight (profit ÷ estimated costs).....		5.36	
Risk.....		7.00	
Performance.....		2.00	
Selected factors.....		2.00	
Totals using weighted guidelines method.....		16.36	\$18,000
Special consideration.....		3.00	150,000
Profit objective.....		19.36	\$68,000

1. *Contract type.* The contractor has proposed a FFP contract. The item to be procured is a sound measuring device developed by the contractor, without government assistance.

2. *Contractor's input to total performance—*a. Direct materials.** Analysis revealed that the purchased parts were priced on the basis of catalog or competitive prices and were purchased under many small contracts. The subcontract items are predominantly newly developed and will be mostly purchased through negotiation under a small number of separate orders. Other materials represent approximately 90 percent of raw materials and 10 percent of standard nuts, bolts and similar hardware. These materials will all be purchased on the basis of catalog or competitive prices. The contracting officer, after evaluating the technical and managerial effort received for the acquisition of these items assigned a 3 percent weight for purchased parts and other materials and a 4 percent weight for subcontract items.

b. Direct labor. The contracting officer determined that approximately 10 percent of the engineering labor cost represented the input of supervisory engineering to which he assigned a profit value of 14 percent and the remaining 90 percent represented support engineering labor to which he assigned a value of 11 percent, or an average weight of 11.3 percent. He also determined that 5 percent of the manufacturing labor to be applied to the proposal would be of a supervisory nature, justifying a profit weight of 9 percent; 70 percent would be provided by skilled assembly workers, to which he assigned a value of 7 percent and the remain-

ing input would be provided by unskilled labor on which he placed a value of 5 percent. This resulted in an average of 6.4 percent.

c. Overhead expenses. Contracting officer grouped the overhead expenses into the fol-

lowing classifications and assigned relative profit rates in accordance with his reasoning as to how the effort represented by these expenses contributed to effective contract performance.

	ENG. O/H		MFG. O/H		G & A	
	Total expenses	Weight assigned	Total expenses	Weight assigned	Total expenses	Weight assigned
Salaries and fringe benefits:	Percent	Percent	Percent	Percent	Percent	Percent
Supervisory.....	5	15	10	9	15	15
Skilled.....	15	12	20	7	15	10
Unskilled and support.....	15	9	5	5	10	7
Space occupancy expenses.....	15	5	20	5	5	7
Depreciation.....	25	8	30	8	20	7
Purchased professional services.....	10	5			15	5
Supplies.....	5	3	10	3	10	3
Miscellaneous (minimal contribution).....	10	3	5	3	10	3
Total.....	100		100		100	
Total estimated expenses in pool.....	\$1,000,000		\$5,000,000		\$1,000,000	
Total allocable to proposed contract.....	25,000		1,325,000		500,000	
Profit.....	1,900		84,800		37,750	

3. *Risk.* In selecting 7 percent for this factor, the contracting officer made a thorough analysis of the contractor's proposed fixed prices. This item had been developed in the contractor's laboratory and had never been built in production quantities. The contractor's proposal of estimated costs included amortization of tooling over total future military and civilian production. The contractor's estimates presumed the ability to incorporate the laboratory development techniques into his production facility with little difficulty. In light of his fixed-price proposal, the closeness of his cost estimates and the inherent difficulty involved with the first production run, the maximum assumption of contract cost risk was felt to be present.

4. *Performance.* This contractor has repeatedly demonstrated his technical competence and cost effectiveness. Although his sales are predominantly commercial, he has cooperated with Department of Defense policies and has maintained an excellent record of on-time delivery of quality products.

5. *Selected factors.* This contractor requires no Government facilities or financing. This contractor is primarily a commercial producer of hearing aid devices. The particular product involved in this contract has extensive commercial possibilities in this field. Since it is a significant advancement, the contractor has desired to obtain a competitive edge by being the first to introduce it into the commercial market. Because of its significant military uses, the Government has requested that the total initial production be for military use. The contractor has complied and is sacrificing some of his commercial potential to meet this military requirement. The contracting officer has therefore assigned a 2 percent weight for this special request.

6. *Special consideration.* The mix of this contractor's business is approximately 70 percent commercial and 30 percent military. The contractor maintains his own basic research group. This group is primarily devoted towards developing commercial products, but maintains a knowledge of defense requirements in its area of operation. The group recognized that the development of a more sophisticated sound measuring device would have significant military applications as well as being useful in the commercial hearing aid business. In the course of their development, these military applications were kept in mind and the specific product developed could be used in the military application without significant additional engineering research efforts. The costs of this basic research group are shared to some extent by the Government in the pricing of military business. The contract-

ing officer has therefore assigned a weight of 3 percent to this factor.

EXAMPLE NUMBER 2—FPI TYPE PRODUCTION CONTRACT

Factors	Estimated costs	Assigned weight	Profit
Contractor's input to total performance:		Percent	
Direct materials—			
Raw materials.....	\$3,000,000	2.00	\$60,000
Purchased parts.....	5,500,000	3.00	165,000
Subcontracted items.....	28,000,000	3.64	1,020,000
Engineering labor.....	1,500,000	11.3	169,000
Engineering overhead.....	1,000,000	7.88	78,800
Manufacturing labor.....	9,000,000	6.2	562,000
Manufacturing overhead.....	12,000,000	6.93	831,600
General and administrative expenses.....	4,000,000	7.35	294,000
Total.....	64,000,000		3,181,300
Composite weight (profit ÷ estimated costs).....		4.97	
Risk.....		4.80	
Performance.....		1.00	
Selected factors.....		1.20	
Profit objective.....		9.57	6,124,800

1. *Contract type.* The proposed contract calls for the delivery of 200 units of a complex missile system, utilizing a fixed price incentive type contract with a firm target price, and a ceiling price 5 percent above. Contractors proposed a 50-50 incentive formula on cost, plus performance and delivery incentives.

2. *Profit objective.* In establishing his profit objective, the contracting officer determined that the relative weights and profit dollars should be assigned to the specific factors on the following basis:

a. Contractor's input to total performance.
(1) *Raw Materials—\$3,000,000.* Analysis revealed that this amount represented approximately 100 orders for standard sizes of aluminum, steel, and other readily available materials which would be purchased on the basis of competitive or catalog prices. The contracting officer reasoned that the procurement of these materials represented a below-normal effort, justifying a profit weight below the median for this factor, and assigned a profit weight of 2 percent.

(2) *Purchased Parts—\$5,000,000.* Procurement of these parts will involve approximately 3,000 purchase orders, 90 percent of which will be purchased on the basis of competitive or catalog prices, and the remaining 10 percent will be negotiated on a cost analysis basis. The parts were pur-

chased to existing industry and military standards and the contractor's contribution was primarily related to selection of vendors and purchasing administration. The contracting officer assigned a weight of 3 percent.

(3) Subcontracted Items—\$28,000,000. The contracting officer's analysis indicated that the subcontracting program involved subcontracts of varying complexity to which he assigned the following profit weights:

Description	Estimated costs	Number	Assigned weight	Profit
Subcontracts involving new designs and new processes requiring extensive high level engineering supervision by the prime contractor	\$2,000,000	10	Percent 5	\$100,000
Many subcontracts, unstable design and specifications, and a high level of negotiation and prime contractor surveillance	16,000,000	3,000	4	640,000
Normal subcontracting program, mostly stable design and specifications	8,000,000	500	3	240,000
Continuation purchases, little changes in design	2,000,000	20	2	40,000
Totals	28,000,000	3,530	3.64	1,020,000
Composite weight				

(4) Engineering Labor—\$1,500,000.

Manufacturing Labor—\$9,000,000. In his analysis of engineering and manufacturing labor, the contracting officer assigned the following relative weights to the various categories of competence and responsibility among the engineering and manufacturing labor classifications:

Classification	Estimated costs	Assigned weight	Profit
Engineering labor:			
High level scientific or supervisory	\$20,000	15	\$3,000
Senior engineer	100,000	14	14,000
Engineer	380,000	13	42,900
Junior engineer	400,000	12	48,000
Draftsman	300,000	11	33,000
Technician	200,000	10	20,000
Support	100,000	9	9,000
Total	1,500,000		169,900
Composite weight		11.3	
Manufacturing labor:			
Supervisory	100,000	9	9,000
Skilled	3,900,000	7	273,000
Semiskilled	3,000,000	6	180,000
Unskilled	2,000,000	5	100,000
Total	9,000,000		562,000
Composite weights		6.2	

(5) Engineering Overhead—\$1,000,000.

Manufacturing Overhead—\$12,000,000. General and Administrative Expenses—\$4,000,000. In his analysis of these overhead expenses, the contracting officer grouped the various expenses in the overhead pools into the following categories and assigned relative weights on the same general basis used in the assignment of profit values to direct costs:

Category	Total estimated overhead expenses	Assigned weight	Profit
Engineering overhead:			
Salaries and fringe benefits:			
Management	\$400,000	15	\$60,000
Designers	800,000	10	80,000
Support and clerical	400,000	9	36,000
Outside purchases:			
Professional services	300,000	5	15,000
Rent and utilities	200,000	3	6,000
Supplies	50,000	2	1,000
Depreciation	1,300,000	7	91,000
Travel and subsistence	500,000	5	25,000
Taxes	50,000	2	1,000
Total	4,000,000		315,000
Composite weights		7.88	
Estimated engineering overhead expenses allocable to proposed contract			1,000,000
Profit value at 7.88 percent			78,800

Category	Total estimated overhead expenses	Assigned weight	Profit
Manufacturing overhead:			
Salaries and fringe benefits:			
Management	\$8,000,000	9	\$720,000
Support	4,500,000	7	315,000
Unskilled	2,000,000	5	100,000
Outside purchases:			
Professional services	1,000,000	5	50,000
Rent and utilities	1,000,000	3	30,000
Supplies	500,000	2	10,000
Depreciation	8,000,000	7	560,000
Travel and subsistence	1,500,000	5	75,000
Taxes	500,000	2	10,000
Total	27,000,000		1,870,000
Composite weights		6.93	
Estimated manufacturing overhead expenses allocable to proposed contract			12,000,000
Profit value at 6.93 percent			831,600
General and administrative expenses:			
Salaries and fringe benefits:			
Management	3,100,000	15	465,000
Support	2,200,000	10	220,000
Unskilled	200,000	5	10,000
Outside purchases:			
Professional services	600,000	5	30,000
Rent and utilities	100,000	3	3,000
Supplies	700,000	2	14,000
Depreciation	200,000	7	14,000
Travel and subsistence	400,000	5	20,000
Taxes	500,000	2	10,000
Total	8,000,000		588,000
Composite weights		7.35	
Estimated general and administrative expenses allocable to proposed contract			4,000,000
Profit value at 7.35 percent			294,000

b. Risk. In determining the weight to be assigned for assumption of risk, the contracting officer determined that a range of 3 to 5 percent would be appropriate for a fixed price incentive contract, containing cost, performance, and delivery incentives. The proposed contract called for first production following a pilot run. The price quoted appeared to be reasonably realistic. The contracting officer determined that a profit objective of 4.8 percent for risk would be appropriate in view of the complexity of the item, the realistic cost estimate, and the close ceiling price.

c. Performance. Contractor's management has demonstrated its willingness and

ability to adjust company resources to meet defense requirements. The contractor has an effective small business subcontracting program. The contractor has just completed a successful development program of this item on time but experienced a cost overrun of 12 percent. The contracting officer has rated the record of contractor's performance at 1 percent.

d. Selected factors. (1) Source of resources: Approximately 75 percent of the facilities to be used in the performance of the contract are owned by the Government. The contracting officer has therefore assigned a minus 1.5 percent weight to this factor.

(2) Special achievement required in the contract: The contractor has agreed to have available support spares for these items until complete squadrons are operational in the field. A reserve of such spares above production requirements will be maintained at contractor's expense. This delay in procurement of support items will result in cost savings to the Government and the contracting officer has determined a 0.3 percent weighting should be given this factor.

(3) The composite weight assigned to selected factors is minus 1.2 percent.

EXAMPLE NUMBER 3—FPI CONTRACT FOR MISSILE HARDWARE

Factors	Estimated costs	Assigned weight	Profit
Contractor's input to total performance:			
Direct materials:			
Purchased parts	\$4,000,000	3	\$120,000
Other materials	1,000,000	2.0	20,000
Subcontracted items	50,000,000	1.92	960,000
Engineering labor	300,000	11.50	34,500
Engineering overhead	200,000	8.85	17,700
Manufacturing labor	1,000,000	5.6	56,000
Manufacturing overhead	1,500,000	5.62	84,300
General and administrative expenses	6,000,000	6.96	417,600
Totals	64,000,000		1,710,100
Composite weight (profit ÷ estimated costs)		2.67	
Risk		2.5	
Performance		2.00	
Selected factors		-1.5	
Profit objective		6.67	4,268,000

1. Contract type. The proposed contract is of the fixed-price incentive type for 100 missiles and 300 sets of launching equipment. This will be the third production run of a continuing missile production program. The prime contractor is responsible for over-all system compatibility and operation. The missile (less guidance section) and the launching equipment will be subcontracted to a single subcontractor under a fixed-price incentive subcontract. Both the prime and major subcontract contain both cost and delivery incentives.

2. Profit objective. In establishing his profit objective, the contracting officer determined that the weights and profit dollars should be assigned to the various factors in accordance with the following considerations:

a. Contractor's input to total performance—(1) Direct materials. The contracting officer, after analysis of estimated direct material costs, classified these materials into the following categories and assigned relative weights as indicated:

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Category	Estimated costs	As- signed weight	Profit
		Percent	
Purchased parts: Many orders for readily available items.....	\$4,000,000	3	\$120,000
Other materials: Basic raw materials.....	1,000,000	2	20,000
Subcontracted items: Subcontracts— Complex subs requiring close technical supervision by prime.....	4,000,000	5	200,000
Components and subassemblies manufactured to prime contractor's design and specifications under competitive priced subs. Many subcontracts involved.....	10,000,000	4	400,000
Subcontract with X corporation for missile (less guidance system) and ground support equipment manufactured by 2d tier sub. Little supervision of subs by prime.....	36,000,000	1	360,000
Total subcontracted.....	50,000,000		960,000
Composite weight.....		1.92	

(2) *Direct labor.* The contracting officer classified engineering and manufacturing labor into the following categories to which he assigned the indicated profit weights and dollars.

Category	Estimated costs	As- signed weight	Profit
		Percent	
Engineering labor: Top supervisory.....	\$25,000	15	\$3,750
Senior engineer.....	200,000	12	24,000
Support.....	75,000	9	6,750
Totals.....	300,000		34,500
Composite weight.....		11.50	
Manufacturing labor: Supervisory.....	50,000	9	4,500
Skilled.....	200,000	7	14,000
Unskilled.....	750,000	5	37,500
Totals.....	1,000,000		56,000
Composite weight.....		5.6	

(3) *Overhead Expenses.* After his analysis of the total engineering and manufacturing overhead and administrative expense pools, the contracting officer grouped the various expenses in these pools into the following categories and assigned relative weights on the same general basis used in the assignment of profit values to direct costs:

Category	Total estimated overhead expenses	As- signed weight	Profit
		Percent	
Engineering overhead: Salaries and fringe benefits— Management.....	\$300,000	15	\$45,000
Designers.....	400,000	12	48,000
Support and clerical.....	400,000	9	36,000
Outside purchases— Professional services.....	200,000	5	10,000
Rent and Utilities.....	300,000	5	15,000
Supplies.....	50,000	3	1,500
Depreciation.....	200,000	7	14,000
Travel and subsistence.....	100,000	5	5,000

Category	Total estimated overhead expenses	As- signed weight	Profit
		Percent	
Engineering overhead— Continued Taxes.....	\$50,000	5	\$2,500
Totals.....	2,000,000		177,000
Composite weight.....		8.85	
Estimated engineering overhead expenses allocable to proposed contract.....			200,000
Profit value at 8.85 percent.....			17,700
Manufacturing overhead: Salaries and fringe benefits— Management.....	500,000	9	45,000
Support.....	1,000,000	7	70,000
Unskilled.....	1,000,000	5	50,000
Outside purchases— Professional services.....	225,000	5	11,250
Rent and utilities.....	300,000	3	9,000
Supplies.....	175,000	2	3,500
Depreciation.....	1,100,000	5	55,000
Travel and subsistence.....	150,000	5	7,500
Taxes.....	50,000	3	1,500
Totals.....	4,500,000		252,750
Composite weight.....		5.62	
Estimated manufacturing overhead expenses allocable to proposed contract.....			1,500,000
Profit value at 5.62 percent.....			84,300
General and administrative expenses: Salaries and fringe benefits— Management.....	1,000,000	15	150,000
Support.....	3,000,000	9	270,000
Unskilled.....	1,000,000	6	60,000
Outside purchases— Professional services.....	1,000,000	5	50,000
Rent and utilities.....	2,000,000	4	80,000
Supplies.....	500,000	3	15,000
Depreciation.....	2,000,000	7	140,000
Travel and subsistence.....	1,000,000	5	50,000
Taxes.....	500,000	4	20,000
Totals.....	12,000,000		835,000
Composite weight.....		6.96	
Estimated general and administrative expenses allocable to proposed contract.....			6,000,000
Profit value at 6.96 percent.....			417,000

b. *Risk.* The contractor has proposed a fixed-price incentive contract with cost and delivery incentives. The incentive reward (or penalty) is divided 80–20 between cost and delivery. The profit sharing ratio is 70–30. A ceiling of 120 percent is proposed. The contracting officer reasoned that the contractor's cost risk only justified a reward of 2.5 percent since his cost risk was substantially reduced by the high ceiling price and the fact that the incentive reward or penalty would be passed along to the major subcontractor.

c. *Performance.* The contracting officer reasoned that the past performance of this contractor entitled him to the maximum weight of 2 percent for past performance. The contractor's record in compressing a large research, development, and production program and fielding a complex missile system within a short period of time was considered an outstanding achievement. Furthermore, the contractor had consistently cooperated in the small business and labor surplus policies of the Department of Defense. He operated a research and development laboratory, which resulted in genuine

advances in the state-of-the-art in areas of benefit to the Department of Defense.

d. *Selected factors.* The contracting officer determined that the only one of the selected factors applicable to the proposed contract was related to the source of resources. The contractor has applied for both prime and subcontract progress payments. In addition, an estimated 30 percent of total facilities for performance of proposed contract will be furnished by the Government. The contracting officer assigned a minus profit weight of 0.5 percent in view of these considerations.

EXAMPLE NUMBER 4—CPFF BEST EFFORTS TYPE CONTRACT FOR BASIC RESEARCH

Factors	Estimated costs	As- signed weight	Profit
		Percent	
Contractor's input to total performance:			
Direct materials.....	\$5,000	3.0	\$150
Engineering labor.....	27,000	12.3	3,320
Engineering overhead.....	25,000	7.5	1,875
Consultant fees.....	3,000	5.0	150
Travel and subsistence.....	1,000	6.0	60
General and administrative expenses.....	5,000	7.0	350
Totals.....	66,000		5,905
Composite weight (profit ÷ estimated costs).....		8.95	
Risk.....		0	
Performance.....		2	
Selected factors.....		0	
Profit objective.....	66,000	10.95	7,227

1. *Contract type.* This contract calls for one year's effort utilizing the services of one principal investigator and such other technical and support engineering personnel as are required on a basic research project. The results of this contract will be four quarterly and one annual report, describing the results of the study.

2. *Profit objective.* In establishing his profit objective, the contracting officer determined that the following weights with the resulting dollars should be assigned to the various factors.

a. *Direct materials.* He decided that within the range of 2 to 4 percent that the 2 percent factor should be assigned to a limited number of purchases or large dollar value of catalog items; that a 2 percent factor should be assigned to the purchase of a greater number of units where some instruction had to be given to the vendor as to type of item to be furnished. The 4 percent factor would only be applicable to the procurement of many items involving detailed instructions to the vendor, involving a relative wide variety of items. He chose the 3 percent factor because the number of items and the dollars involved is not great and the items involved are not off-the-shelf and require some direction to the vendor.

b. *Engineering labor.* The weight to be given to this factor was determined as follows:

Labor category	Estimated costs	As- signed weight	Profit
		Percent	
Senior engineer.....	\$15,000	14	\$2,100
Support engineering.....	7,000	11	770
Technical.....	5,000	9	450
Totals.....	27,000		3,320
Composite weight.....		12.3	

In making his determination on the propriety of these factors, the contracting officer reasoned that while this project required a high level of scientific ability, that ability would be provided by the consultant, and that the senior engineer to be used was a step below the level of first-class scientific talent. The weights assigned to support engineering reflect the proposed use of junior engineers. Technical personnel costs are weighted in accordance with his estimate of the relative contribution the personnel concerned will make to the project.

c. *Engineering overhead.* The amount of \$25,000 represents approximately 5 percent of the contractor's total pool of engineering overhead expenses for the period under consideration. The contracting officer decided that a detailed analysis of overhead to determine the extent of contribution to contract effort would not be appropriate in these circumstances. On the assumption that overhead normally contributes to contract performance in the same degree as the related direct labor, he chose the mid-point of the overhead range.

d. *Consulting fees.* This item of cost is similar to and classified the same as a subcontracted item. In assigning profit value to this cost, the contracting officer used a weight of 5 percent. The consultant to be used will be responsible for the direction of the research effort and is a nationally respected expert in the particular research field.

e. *Travel and subsistence.* The value of 6 percent is assigned to these costs. This value reflects the opinion of the contracting officer that these costs represent a small contribution to contract effort. This item of cost which is generally classified as an overhead item is herein considered a direct cost; but, for purposes of profit evaluation, is considered the same as a general and administrative expense.

f. *General and administrative expenses.* The G&A expenses allocated to this contract represent approximately 1 percent of the total G&A pool. The contractor decided that an analysis of this pool to determine its contribution to contract effort would not be appropriate. He chose the mid-point of the 6-8 percent range suggested for general and administrative expenses on the basis that the contribution to contract effort represented by general and administrative expenses is comparable to the contribution represented by engineering overhead expenses.

3. *Contract cost risk.* The proposed contract is of the CPFF best effort type. A value of zero for this factor is considered appropriate.

4. *Performance.* The proposed contract is a continuation of similar studies conducted under prior contracts. Results of the prior contracts have been rated as excellent. Cost of the program in relation to achievements is satisfactory. The contracting officer determined that a +2 weight for this factor is appropriate.

5. *Selected factors.* No Government facilities or extraordinary financial assistance have been provided. No special achievement is called for. The contracting officer determined that a weight of zero is appropriate for this factor.

16. Sections 3.811, 3.901(a) and the introductory portion of § 3.903-1(a) are revised to read as follows:

§ 3.811 Record of price negotiation.

(a) At the conclusion of each negotiation of an initial or a revised price, the contracting officer shall promptly prepare or cause to be prepared a memorandum, setting forth the principal elements of the price negotiation, for inclusion in the contract file and for the use of any reviewing authorities. The memoran-

dum shall be in sufficient detail to reflect the most significant considerations controlling the establishment of the initial or revised price.

(b) As part of the requirement in paragraph (a) of this section, determination of the profit or fee objective, in accordance with § 3.808, shall be fully documented. Since the profit objective is the contracting officer's pre-negotiation evaluation of the total estimated profit under the proposed contract, the amounts set forth for each category of cost will probably change in the course of negotiation. Furthermore, the negotiated profit will probably vary from the profit objective, and from a detailed application of the weighted guidelines method to each element of the contractor's input to total performance as anticipated prior to negotiation. Since the profit objective is viewed as a whole rather than as its component parts, insignificant variations from the pre-negotiation profit objective, as a result of changes of the contractor's input to total performance need not be documented in detail. Conversely, significant deviations from the profit objective necessary to reach a final agreement on profit or fee shall be explained. The profit earned as a result of contract performance will generally vary from that anticipated at the time of the negotiation.

(c) Where the weighted guidelines method is not used because of unusual pricing situations (see § 3.808-2(b)(2)), the contract file shall be documented to support the exceptions.

§ 3.901 General.

(a) Information as to the contractor's "make-or-buy" program, purchasing system, and proposed subcontracts may be important to (1) negotiation of reasonable contract prices (see §§ 3.807-10 and 3.808); (2) assurance of satisfactory contract performance; or (3) carrying out Government policies regarding small business (§ 1.707-1 of this chapter), labor surplus areas (§ 1.805-1 of this chapter), acquisition and use of Government facilities, maintenance of mobilization base, or other policies which may be appropriate to the particular procurement. Therefore, Government surveillance of contractors' "make-or-buy" programs and proposed subcontracts is required as set forth in this subpart. Where "make-or-buy" decisions and subcontracting will have a substantial impact on any of the above mentioned factors, the contractor's "make-or-buy" program and subcontracting should, to the extent practicable, be evaluated and agreed on during negotiations.

§ 3.903-1 Contract clauses.

(a) The prescribed clauses, covering Government consent to subcontracts, for cost-reimbursement type contracts are set out in §§ 7.203-8 and 7.402-8 of this chapter. Except where definite and final evaluation of the contractor's subcontracting is accomplished during negotiations, the following clause (unless modified in accordance with paragraph (b) or (c) of this section) shall be included in all fixed-price incentive and

fixed-price redeterminable contracts where—

(1) It is anticipated that one or more subcontracts may each exceed \$100,000 or such other figure as is to be included in paragraph (b) (ii) and (iii) of the following clause in accordance with paragraph (c) of this section;

(2) The work of the prime contractor, or of the plant or division of the prime contractor which will perform the contract, is predominantly for the Government; or

(3) The estimated contract price is \$1,000,000 or more.

One of the clauses set forth in §§ 7.203-8 and 7.402-8 of this chapter, or below, whichever is appropriate, shall be included in each letter contract. In the event a letter contract is superseded by a definitive firm fixed-price contract or fixed-price contract with escalation, such clause shall be deleted at that time.

* * * * *

PART 4—SPECIAL TYPES AND METHODS OF PROCUREMENT

17. Section 4.203 is revised; subparagraph (2) of § 4.205-1(b) is revised; § 4.205-2 is revised; and § 4.503 is revoked, as follows:

§ 4.203 Publicizing procurement actions and expanding sources.

The Departments shall continually search for and develop information on sources (including small business concerns) competent to perform research and development. Advance publicity, including use of the Commerce Business Daily (see § 1.1003-4 of this chapter) to the fullest extent practicable, shall be given for this purpose. The search should include (a) a review of relevant data or brochures furnished by sources seeking research and development work and (b) a cooperative effort by technical personnel, small business specialists, and contracting officers to obtain information and recommendations with respect to potential sources and to consider the desirability of seeking other sources by publication of proposed procurements, in addition to the synopsis requirement.

§ 4.205-1 Selection of sources.

* * * * *

(b) Small business sources. * * *

(2) In order to cooperate with the Small Business Administration in carrying out its responsibility of assisting small business concerns to obtain contracts for research and development, contracting officers, technical personnel and small business specialists shall, upon request, provide to authorized SBA representatives information necessary to understand the Government's needs concerning research and development programs under consideration for specific future procurement actions. Normally, this information shall be provided to SBA representatives assigned to a purchasing activity, as early as practicable, and shall cover the Government's requirements for each proposed research and development procurement exceeding \$10,000. To the maximum extent feasible, SBA shall be afforded a minimum

of 15 working days to provide pertinent information concerning qualified potential small business sources developed through its investigation of the capabilities of specific firms in the particular field of research and development covered by such procurements. Full evaluation shall be given to any such information in selecting qualified sources. Exception to the policy of providing SBA a minimum 15 working day interval to recommend additional qualified small research and development sources for a proposed procurement will be permitted only in those cases where the head of the purchasing activity or his designated representative advises the SBA representative that such action would result in unjustifiable delay.

§ 4.205-2 Solicitation.

(a) In order to minimize the preparation of technical proposals, which can be both costly and wasteful of scientific or engineering manpower, contracting officers should request proposals only from sources which have been technically evaluated and found qualified to perform research or development in the specific field of science or technology involved. Where there is no substantial question as to the choice of the source, as where only one source is found fully qualified as a result of thorough technical evaluation or the purpose of the contract is to explore an idea or initial development submitted in confidence by one firm, solicitations may be limited to a single source. Where several sources are found fully qualified technically, proposals generally shall be solicited from each such source. Sources which become known as a result of synopses or other means of publicizing requirements shall be sent requests for proposals if such sources have been technically evaluated and determined reasonably qualified to perform, and possess any necessary security clearance. When a source not initially solicited requests a copy of a solicitation and such source has been technically evaluated and determined not qualified, he shall be so advised and his request shall be denied. In the event such source has not been technically evaluated, a copy of the request for proposal shall be furnished but only after advice has been given to the firm making the request as to the reasons for the limited solicitation and the unlikelihood of any other firm being able to qualify for a contract award under the circumstances. In all procurements of research or development in which no small business firm was solicited for a proposal, a statement shall be included in the solicitation file setting forth the reasons for not soliciting small business.

(b) In addition to paragraph (a) of this section, exploratory requests may be used to determine the existence of ideas or prior work in specific fields of research. However, the request for such information shall clearly state that it does not impose any obligation on the Government or signify a firm intention of the Government to enter into a contract.

§ 4.503 Procurement effected outside the United States. [Revoked]

PART 5—INTERDEPARTMENTAL AND COORDINATED PROCUREMENT

18. In § 5.102-3, the Federal Supply Schedules listed in paragraphs (a), (b), and (c) are amended by changing those listed under Group 25 in paragraph (a); by adding a Group 45 and a Group 68 in paragraph (a); by deleting the item

"Group 103, Regraining of Offset Duplicating Plates, Part II," in paragraph (b); and by completely revising paragraph (c), as follows:

§ 5.102-3 Applicability of listed Federal supply schedules.

(a) *Mandatory nationally.*

FSC		Title of schedule	Remarks
Group	Class		
*25	-----	VEHICULAR EQUIPMENT COMPONENTS	
	2520	Brake lining and clutch facings (metallic)-----	Mandatory on field service of the DOD for tire chains, clutch facings and metallic brake linings, only.
	2530	Brake band lining (nonmetallic) and brake shoes, bonded or riveted-lined.	
	2540	Tire chains and truck floor mats.	
	2990	*This schedule also includes certain items in the following classes:	
	4330	Engine Preheater-----	
***	***	Oil filter elements-----	***
45	-----	INCINERATORS	
	4540	Air-fed emergency incinerators, models 1 and 2, and air-fed incinerator model 3.	No exceptions.
***	***	***	***
68	-----	CHEMICALS AND GASES	
	6830	Gases, industrial and commercial (except helium).	No exceptions.
***	***	***	***

(b) *Mandatory in Washington, D.C., and contiguous area.*

FSC		Title of schedule	Remarks
Group	Class		
***	***	***	***
103	-----	Regraining of offset duplicating plates, Part II..	[Deleted.]
***	***	***	***

(c) *Mandatory in GSA regional areas other than Region 3.*

FSC		Title of schedule	Remarks
Group	Class		
68	-----	CHEMICALS, PART IV	
	6810	Gases, Industrial and medicinal-----	Mandatory on DOD activities in Region 10.

19. Sections 5.201, 5.301(a), and 5.302 are revised to read as follows:

§ 5.201 Procurement from General Services Administration stores depots.

It is the policy of the Department of Defense that for an item which has been decentralized for local purchase and which is available from the General Services Administration stores depots, such items will be ordered from the Depots unless delivery requirements cannot be met. The mandatory provisions of Department of Defense, General Services Administration Interagency Purchase Assignments (§ 5.1201-7) are not applicable to decentralized items which are within these assignments and which are available from the stores depots. Such items will be ordered in accordance with the above stated policy.

§ 5.301 Federal Supply Service Consolidated Purchase Program.

(a) Items identified in § 5.1201-7 as being covered by the Department of

Defense/General Services Administration Interagency Purchase Assignments; and

§ 5.302 DOD-GSA interagency purchase assignments.

Mandatory use of the General Services Administration consolidated purchasing program is required for those centrally managed items covered by the interagency purchase assignments held by the General Services Administration as listed in § 5.1201-7.

20. Sections 5.1201, 5.1201-1, 5.1201-2, 5.1201-3, and 5.1201-4 are revised, and new §§ 5.1201-5, 5.1201-6 and 5.1201-7 are added, as follows:

§ 5.1201 Assignment authority.

The commodity assignments set forth below have been made by the Assistant Secretary of Defense (Installations and Logistics) to the Military Departments, the Defense Supply Agency, and the General Services Administration.

§ 5.1201-1 Exclusions—Military Department assignments.

General exclusions to applicability of commodity assignments made to a Military Department are:

- (a) Emergency procurements;
- (b) Procurements not in excess of \$2,500;
- (c) Authorized local purchase items in amounts not exceeding the economic central buy point;
- (d) Research and development items; and
- (e) Items which require continuous redesign or modification during the production phase.

§ 5.1201-2 Exclusions—Defense Supply Agency.

With respect to commodity assignments made to the Defense Supply Agency, the following categories of items within an assigned class may be purchased by the Military Departments at their option:

- (a) Items in a research and development stage;
- (b) Items peculiar to atomic ordnance materiel because of design characteristics or because of test-inspection requirements which are controlled by the Atomic Energy Commission;
- (c) Items to be procured under the authority of a determination and findings issued pursuant to Title 10, U.S.C.

§ 5.1201-3 Department of the Army.

Federal supply class code	Commodity	Content
6850 P 1-----	ANTI-FREEZE Miscellaneous chemical specialties-----	Includes: Anti-freeze compounds which contain ethylene glycol, only.
6135 P-----	BATTERIES, PRIMARY MILITARY CHEMICAL WARFARE EQUIPMENT AND SUPPLIES 4	Includes: JAN type, dry cell batteries, only.
4230 P-----	Decontaminating and impregnating equipment-----	Includes: Items peculiar to chemical warfare only.
4240 P-----	Safety and rescue equipment-----	Includes: Military respiratory protective equipment for chemical warfare only.
6665 P-----	Hazard-detecting instruments and apparatus-----	Includes: Items peculiar to chemical warfare only.
6810 P 1-----	Chemicals-----	Includes: Calcium hypochlorite only.
6820 P 1-----	Dyes-----	Includes: Items peculiar to chemical warfare only.
6850 P 1-----	Miscellaneous chemical specialties-----	Includes: Agents decontaminating and impregnating for military protective clothing for chemical warfare only.
6910 P-----	Training aids-----	Includes: Items peculiar to chemical warfare only.

See footnotes at end of table.

2304(a) 12—Classified Purchases; i.e., purchases or contracts classified "Confidential" or higher, or where because of other considerations, a contract should not be publicly disclosed;

(d) Items to be procured under the authority of a determination and findings issued pursuant to Title 10, U.S.C. 2304(a) 14—Technical or Specialized Supplies, requiring substantial initial investment or extended period of preparation for manufacture;

(e) Items which are directly related to a weapon and which are both procured from and produced by the weapon manufacturer;

(f) Items subject to rapid design changes or to continuous redesign or modification during the production or operational use phases which necessitates continual contact between industry and technical personnel of the requiring service to insure that the item procured is exactly what is required;

(g) Containers procured only with items for which they are designed;

(h) Emergency procurements, as determined by the requiring activity;

(i) Procurements of service-managed or noncataloged items not in excess of \$2,500; and

(j) Noncataloged items in the nature of a one-time buy and not contemplated as an item of supply in the supply system.

Federal supply class code	Commodity	Content
2410-----	CONSTRUCTION AND AGRICULTURAL EQUIPMENT AND TRACTORS	
2420-----	Tractors, full track, low speed-----	
3210-----	Tractors, wheeled-----	
3210 P-----	Sawmill and planing machinery-----	
3805 P-----	Miscellaneous special industry machinery-----	Includes: Specialized logging equipment only.
3710-----	Soil preparation equipment-----	
3720-----	Harvesting equipment-----	
3805-----	Earth moving and excavating equipment-----	
3810-----	Cranes and crane-shovels-----	
3825-----	Road clearing and cleaning equipment-----	
3895-----	Miscellaneous construction equipment-----	
4520-----	Bridges, fixed and floating-----	
	ELECTRONIC EQUIPMENT	
4210 P-----	FIREFIGHTING EQUIPMENT	Each Department is assigned procurement responsibility for those items which the Department either designed or for which it sponsored the development, as listed in JANAP 140 and supplemental departmental listings. This assignment does not include firefighting trucks and airport crash firefighting vehicles developed by or under the sponsorship of a military department. The procurement responsibility for such trucks and aircraft firefighting vehicles is assigned to the developing department.
5430 P-----	MILLWORK Storage tanks-----	Includes: Tanks, wood, storage only.
	MOTOR VEHICLES, TRAILERS, AND CYCLES	
2310-----	Passenger motor vehicles-----	Excludes: Tracked landing vehicles, which are not under DOD procurement assignment; and airport crash rescue vehicles, which are under DOD procurement assignment to the Department of the Air Force.
2320 P-----	Trucks and truck tractors-----	Excludes: Two wheel lubrication trailers, two wheel steam cleaning trailers, and troop transporter semi-trailers, which are not under DOD procurement assignment; and airport crash rescue trailer units, which are under DOD procurement assignment to the Department of the Air Force.
2330 P-----	Trailers-----	Excludes: Bicycles and tricycles.
2340 P-----	Motorcycles, motor scooters, and bicycles-----	
2430-----	Tractors, track laying high speed-----	
	PAPER AND PAPER PRODUCTS	
8130 P-----	Reels and spools-----	Includes: Reels, paperboard; and spools, paperboard only.
	RAILWAY EQUIPMENT	
2110-----	Locomotives-----	Excludes: Locomotive cranes which are under DOD procurement assignment to the Department of the Navy, and specialized types of locomotive cranes used in overseas areas with other than U.S. standard gauges and standard clearances which are not under DOD procurement assignment.
2220-----	Rail cars-----	
2230 P-----	Right-of-way construction and maintenance equipment, railroad-----	
2240-----	Locomotive and rail car accessories and components-----	
2250-----	Track materials, railroad-----	
	TELEPHONE AND TELEGRAPH EQUIPMENT AND COMPONENTS, MILITARY	
5805 P-----	Telephone and telegraph equipment-----	Includes: Military (wire) equipment, field type, only.
5815 P-----	Teletype and facsimile equipment-----	Includes: Military (wire) equipment, field type, only.
5830 P-----	Intercommunication and public address systems except airborne-----	Includes: Military (wire) equipment, field type, only.
6025 P-----	Electrical and electronic properties measuring and testing instruments-----	Includes: Instruments for testing military (wire) equipment, field type, only.

Federal supply class code	Commodity	Content
6920 P-----	WEAPONS, FIRE CONTROL EQUIPMENT, AMMUNITION AND EXPLOSIVES—continued Armament training devices-----	Includes: Armament training devices as listed in Army Supply Manuals SM 9-1-6910, 20; SM 9-5-6910, 20. Excludes: Clay pigeons; all other training devices not included above. Includes: Boxes, packages and containers for ammunition herein assigned to the Army, as listed in Army Supply Manual SM 9-1-8140. Excludes: All other boxes, packages, and containers not assigned herein.
8140 P-----	Ammunition boxes, packages, and special containers.	
¹ Effective until procurement responsibility is assumed by the Defense Petroleum Supply Center. ² The implementing procedures for this DOD Procurement Assignment also cover selected mechanical smoke generators which are classified under FSC 1040 Chemical Weapons and Equipment. The entire FSC 1040 is under DOD Procurement Assignment to the Department of the Army. ³ For purposes of procurement, Naval Ordnance comprises all arms, armor, and armament for the Department of the Navy and includes all offensive and defensive weapons, together with their components, controlling devices and ammunition used in executing the Navy's mission in National Defense (except small arms and those items of aviation ordnance procured from the Army). ⁴ Mechanical smoke generators included in this FSC Class are covered in the implementing procedures for Chemical Warfare Equipment and Supplies. ⁵ Army responsible for loading, assembling and packing toxicological, smoke and incendiary shells.		
§ 5.1201-4 Department of the Navy.		
Federal supply class code	Commodity	Content
6910 P-----	ECCLESIASTICAL EQUIPMENT, FURNISHINGS AND SUPPLIES Training aids-----	Includes: Visual aids, chaplain, nonprojected; only. Each Department is assigned procurement responsibility for those items which the Department either designed or for which it sponsored development, as listed in JANAP 140 and Supplemental Departmental Listings.
9420 -----	FIBERS, FIBER ROPE, CORDAGE, AND TWINE Fibers, vegetable, animal, and synthetic.	
4210 P-----	FIREFIGHTING EQUIPMENT HAND TOOLS	This assignment does not include firefighting trucks and airport crash firefighting vehicles developed by or under the sponsorship of a Military Department. The procurement responsibility for such trucks and aircraft firefighting vehicle is assigned to the developing department.
3439 P-----	Miscellaneous welding, soldering, and brazing supplies and accessories. LIFESAVING EQUIPMENT, MARINE 1	Includes: Only soldering irons, and soldering gums, and related parts and accessories. Includes: Anchor, sea; oars, sectional, aluminum; paddles; and paddles, telescoping, hand; only. Includes: Buoy, breeches. Cases, carrying, deflated raft. Cases, parafit kit. Containers, emergency equipment life raft. Containers, parafit kit. CO ₂ cylinders for inflatable life preservers and life rafts. Cushions, buoyant. Equipment, containers, coated nylon. Harness, for lifting personnel aboard ship. Inflation gear, complete and parts therefor (life raft). Kits, accessory, life raft. Kits, canvas repairing for lifeboats, raft and jackets. Kits, fishing, survival. Kits, rubber repairing, for lifeboats, rafts and jacket.
2040 P-----	Marine hardware and hull items-----	
4220 P-----	Marine lifesaving and diving equipment.	

See footnotes at end of table.

Federal supply class code	Commodity	Content
4220 P-----	LIFESAVING EQUIPMENT, MARINE—continued Marine lifesaving and diving equipment—Continued	Includes the following items only: Life buoys, ring. Life floats (platform net rigging). Life preservers. Life rafts, pneumatic. Life rafts, pneumatic, airborne and shipborne. Life suits, waterproof. Life vest, shark chaser. Reflectors, corner, life raft. Water leaving nets and ladders. Includes: Lantern, electric, automatic, floating; and lights, life preserver, only. Includes: Mirrors, signaling, only. Includes: Compasses, lifeboat, and raft, only. Includes: Dye, sea marker, only.
6230 P-----	Electric portable and hand lighting equipment ³	
6350 P-----	Miscellaneous alarm and signal systems	
6605 P-----	Navigation instruments-----	
6850 P ¹ -----	Miscellaneous chemical specialties-----	
MATERIALS HANDLING EQUIPMENT		
2230 P-----	Right-of-way construction and maintenance equipment, railroad.	
6140 P-----	Batteries, secondary-----	Includes: Diesel, electric; diesel, mechanical; gasoline, mechanical; and steam locomotive cranes; together with their peculiar parts, attachments, and accessories; only. Excludes: Specialized types of locomotive cranes used in overseas areas with other than U.S. standard gauges and standard clearances which are not under DOD Procurement Assignment and all other right-of-way construction and maintenance equipment, railroad, which is under DOD Procurement Assignment to the Department of the Army. Includes: Industrial batteries for electrically operated materials handling equipment, only.
6840 ² -----	PEST CONTROL AGENTS Pest control agents and disinfectants--	
6605 P-----	SEXTANTS, AIRCRAFT Navigation instruments-----	Includes: Sextants, aircraft, only.
1905 P-----	SHIPS, SMALL CRAFT, AND RELATED MARINE EQUIPMENT Combat ships and landing vessels-----	
1910 P-----	Transport vessels, passenger and troop.	
1920 -----	Fishing vessels-----	Includes: Landing vessels, only. Includes: Ferryboats, only.
1925 -----	Special service vessels-----	
1930 -----	Barges and lighters, cargo-----	
1935 P-----	Barges and lighters, special purpose--	Excludes: Derrick, pile driver, rock cutter, concrete mixing plant, mechanical bank grader barges, other bank revetment barges; and power plant, barges, only. Includes: BuDocks type pontoons, only.
1940 ³ -----	Small craft-----	
1945 P-----	Pontoons and floating docks--	Includes: Commercial sailing vessels, only.
1950 -----	Floating dry docks-----	
1960 P-----	Miscellaneous vessels-----	
2010 -----	Ship and boat propulsion components.	
2020 -----	Rigging and rigging gear-----	
2030 -----	Deck machinery-----	
2040 P-----	Marine hardware and hull items-----	Excludes: Anchor, sea; oars, sectional, aluminum; paddles; and paddles, telescoping, hand only.
2060 -----	Commercial fishing equipment-----	
2090 -----	Miscellaneous ship and marine equipment.	Includes: Marine main propulsion steam engines, only.
2820 P-----	Steam engines, reciprocating, and components.	
2825 P-----	Steam turbines and components-----	Includes: Marine steam turbines, only.
4120 P-----	Self-contained air conditioning units and accessories.	Includes: Units and accessories for use aboard ships herein assigned, only.
4130 P-----	Refrigeration and air conditioning plants and components.	Includes: Plants and components for use aboard ships herein assigned, only.
4220 P-----	Marine lifesaving and diving equipment.	Includes: Diving equipment, only.
4410 P-----	Industrial boilers-----	Includes: Boilers for use aboard ships herein assigned, only.
4420 P-----	Heat exchangers and steam condensers.	Includes: Heat exchangers for use aboard ships herein assigned, only.
4450 P-----	Industrial fan and blower equipment--	Includes: Equipment for use aboard ships herein assigned, only.

Federal supply class code	Commodity	Content
	SHIPS, SMALL CRAFT, AND RELATED MARINE EQUIPMENT—continued	
5430 P	Storage tanks	Includes: Tanks, metal (enclosure only, not part of ship structure), for use aboard ships herein assigned, only.
6105 P	Motors, electrical	Includes: Motors for use aboard ships herein assigned, only.
6115 P	Generators and generator sets	Includes: Gasoline, diesel and steam engine-generator sets; generators, electric; and steam turbine-generator sets for use aboard ships herein assigned, only.
6125 P	Converters, electrical	Includes: Motor-generator sets for use aboard ships herein assigned, only.
6220 P	Electrical vehicular lights and fixtures	Includes: Fixed lights for use aboard ships herein assigned, only.
6320 P	Shipboard alarm and signal systems	Includes: Alarm systems; fire alarm systems; indicating systems; telegraph systems (signals and signaling) (less electronic type); for use aboard ships herein assigned, only.
6605 P	Navigational instruments	Includes: Hand leads (soundings); lead reels; sounding machines; stands, pelorus, for use aboard ships herein assigned, only.
6650 P	Optical instruments	Includes: Stands, telescope, for use aboard ships herein assigned, only.
6665 P	Hazard-detecting instruments and apparatus	Includes: Hazard-determining safety devices, for use aboard ships herein assigned, only.
8140 P	Ammunition boxes, packages, and special containers	Includes: Boxes, ammunition, for use aboard ships herein assigned, only.
TIME MEASURING INSTRUMENTS		
6645 P	Time measuring instruments	Includes: All clocks, chronometers, and spare parts thereof, as follows: alarm clocks; boat clocks; cans, chronometer shipping and storage; carrying cases, chronometer; carrying cases, make-break circuit, chronometer; cases, chronometer; cases, chronometer, gimbal; cases, chronometer, padded; chronometers, make-break circuit meters, engine running time; clocks, direct reading; clocks, electric; clocks, floor; clocks, interval timer; clocks, marine, mechanical; clocks, master control; clocks, master program; clocks, master regulating; clocks, mechanical; clocks, message center; clocks, nurses; clocks, program; clocks, shelf; clocks, wall; clocks, watchmen's; clock motors; clock movements; clock, movements, electric; deck clocks; dials, clock; hourmeters; interval timers; marine clocks; meters, hour recording; meters, time totalizing, electric; program control instruments; program timers; stop clocks; time period counters; timers, bombing; timers, engine hour; timers sequential; timers, stop.
WEAPONS, FIRE CONTROL EQUIPMENT, AMMUNITION AND EXPLOSIVES		
1095 P	Miscellaneous weapons	Includes: Guns, line throwing, only.
1310 P	Ammunition, over 30-mm up to 75-mm	Includes: 40-mm ammunition, only.
1325 P	Bombs	Includes: Armor-piercing; depth bombs, externally suspended low drag bombs; and components and practice bombs thereof, as listed in Ord Pamphlet 1250 and OP 988.
1340 P	Rocket's and rocket ammunition	Includes: 2.25 In. Rocket SCAR, Practice; Heads Mk 3 and Mods; Motors Mk 15 and Mods, Mk 16 and Mods, 2.75 In. Rocket FFAR, service and practice; Heads Mk 1 and Mods (General Purpose); Mk 5 and Mods (HEAT); Motors Mk 1 and Mods, Mk 2 and Mods, Mk 3 and Mods, Mk 4 and Mods, service and practice; Heads Mk 2 and Mods (common), Mk 6 and Mods (GP); Mk 7 and Mods (smoke), Mk 25 and Mods (ATAR); Motors Mk 10 and Mk 11, 5 In. Rocket FFAR service and practice; Heads Mk 24 and Mods (General Purpose); Mk 32 and Mods (Shaped Charged), Mk 26 and Mods (Illum); Motor Mk 16 and Mods.
Excludes: Rocket's included under above assignment to the Army.		

See footnotes at end of table.

Federal supply class code	Commodity	Content
	WEAPONS, FIRE CONTROL EQUIPMENT, AMMUNITION AND EXPLOSIVES—CON.	
1390 P	Fuzes and primers	Includes: Fuzes and Primers for Navy assigned ammunition and V.T. fuzes, rotating type, only.
4925 P	Ammunition maintenance and repair shops specialized equipment	Includes: Sets, kits, and outfits of explosive Ordnance tools and equipment as defined in OPNAV 8027.1B, AR 786-1300-6; AFR 130-8 and further, as described in Ord Pamphlet 1351(C) and other similar documents of other services.
8140 P	Ammunition boxes, packages, and special containers	Excludes: All others not included above. Includes: Boxes, packages and containers for 40-mm ammunition, only.

¹The implementing procedures for this DOD Procurement Assignment also cover airborne and shipborne pneumatic lifeboats, which are classified under FSC 1940—Small Craft. The entire FSC 1940 is under DOD Procurement Assignment to the Department of the Navy.

²Effective until Procurement responsibility is assumed by the Defense Petroleum Supply Center.

³Airborne and shipborne pneumatic lifeboats included in this FSC Class are covered in the implementing procedures for Lifesaving Equipment, Manoeuvring and packing toxicological, smoke and incendiary shells

⁴Army responsibility for loading, assembling and packing in excess of Navy owned capacity to be done by Army.

⁵Conditioning, assembling and packing in excess of Navy owned capacity to be done by Army.

⁶Filler and filling of all smoke and toxicological rockets are assigned to the Army.

§ 5.1201-5 Department of the Air Force.

Federal supply class code	Commodity	Content
	ELECTRONIC EQUIPMENT	Each Department is assigned procurement responsibility for those items which the Department either designed or for which it sponsored development, as listed in JANAP 140 and Supplemental Departmental Listings.
2320 P	FIREFIGHTING, RESCUE, AND SAFETY EQUIPMENT (AIRPORT)	Includes: Airport crash rescue vehicles, only.
2330 P	Trucks and truck-trailers	Includes: Airport crash rescue trailer units, only.
4210 P	Trailers	This assignment does not include firefighting trucks and airport crash firefighting vehicles developed by or under the sponsorship of a Military Department. The procurement responsibility for such trucks and aircraft firefighting vehicles is assigned to the developing department.
6210 P	Lighting fixtures, AIRPORT	Includes: Fixtures for airport lighting, alarm and signal systems, only.
6710 P	Indoor and outdoor electric lighting fixtures	
6720 P	PHOTOGRAPHIC EQUIPMENT ¹	
6730 P	Cameras, motion picture	Excludes: Submarine periscope and underwater cameras.
6740 P	Cameras, still picture	Excludes: Submarine periscope and underwater cameras.
6760 P	Photographic projection equipment	Excludes: 35-mm theatre projectors.
6780 P	Photographic equipment and accessories	
6780 P	Photographic sets, kits, and outfits	

¹Excludes photographic equipment controlled by the Congressional Joint Committee on Printing and Microfilm Equipment and Supplies.

§ 5.1201-6 Defense Supply Agency.¹

Federal supply class code	Commodity	Content
AUTOMOTIVE SUPPLIES		
2510.....	Vehicular cab, body, and frame structural components.	
2520.....	Vehicular power transmission components.	
2530.....	Vehicular brake, steering, axle, wheel, and track components.	
2540.....	Vehicular furniture and accessories.	
2590.....	Miscellaneous vehicular components.	
2610 ¹	Tires and tubes, pneumatic, except aircraft.	
2630 ²	Tires, solid and cushion.	
2640.....	Tires rebuilding and tire and tube repair materials.	
2805.....	Gasoline reciprocating engines, except aircraft, and components.	
2910.....	Engine fuel system components, non-aircraft.	
2920.....	Engine electrical system components, non-aircraft.	
2930.....	Engine cooling system components, non-aircraft.	
2940.....	Engine air and oil filters, strainers, and cleaners, non-aircraft.	
2990.....	Miscellaneous engine accessories, non-aircraft.	
CLOTHING AND TEXTILES SUPPLIES		
6332.....	Hospital and surgical clothing and textile special purpose items. ¹	
7310.....	Household furnishings.	
8305 P.....	Textile fabrics.	
8310.....	Yarn and thread.	Excludes: Only items of laminated cloth used exclusively in the repair of lighter than air envelopes.
8315 P.....	Notions and apparel findings.	Excludes: Only items of coated cloth tape used exclusively in the repair of lighter than air envelopes.
8320.....	Padding and stuffing materials.	
8325.....	Fur materials.	
8330.....	Leather.	
8335.....	Shoe findings and soles materials.	
8340.....	Tents and tarpaulins.	
8345.....	Flags and pennants.	
8405.....	Outerwear, men's.	
8410.....	Outerwear, women's.	
8415.....	Clothing, special purpose.	
8420.....	Underwear and nightwear, men's.	
8425.....	Underwear and nightwear, women's.	
8430.....	Footwear, men's.	
8435.....	Footwear, women's.	
8440.....	Hosiery, handwear, and clothing accessories, men's.	
8445.....	Hosiery, handwear, and clothing accessories, women's.	
8450.....	Children's and infants' apparel and accessories.	
8455.....	Badges and insignia.	
8460.....	Logage.	
8465.....	Individual equipment.	
8470.....	Aircraft personnel.	
8475.....	Specialized flight clothing and accessories.	
CONSTRUCTION SUPPLIES		
2815.....	Diesel engines and components.	
3740.....	Pest, disease, and frost control equipment.	
3750.....	Gardening implements and tools.	
3815.....	Crane and crane-shore attachments.	
3820.....	Mining, rock drilling, earth boring and related equipment.	
3830.....	Truck and tractor attachments.	
3910.....	Conveyors.	

See footnotes at end of table.

Federal supply class code	Commodity	Content
CONSTRUCTION SUPPLIES—continued		
3950.....	Winches, hoists, cranes, and derricks.	
4210 P.....	Fire fighting equipment.	
4310.....	Compressors and vacuum pumps.	
4320.....	Powered hand pumps.	
4330.....	Centrifugal separators, and pressure and vacuum filters.	
4510.....	Plumbing fixtures and accessories.	
4520.....	Space heating equipment and domestic water heaters.	
4530.....	Fuel burning equipment units.	
4540.....	Miscellaneous plumbing, heating, and sanitation equipment.	
4610.....	Water purification equipment.	
4620.....	Water distillation equipment, marine and industrial.	
4630.....	Sewage treatment equipment.	
4710.....	Pipe and tube.	
4720.....	Hose and tubing, flexible.	
4730.....	Fittings and specialties: Hose, pipe, and tube.	
4810.....	Valves, powered.	
4820.....	Valves, nonpowered.	
5410.....	Prefabricated and portable buildings.	
5440.....	Scaffolding equipment and concrete forms.	
5450.....	Miscellaneous prefabricated structures.	
5510.....	Lumber and related basic wood materials.	
5520.....	Millwork.	
5530.....	Plywood and veneer.	
5610.....	Mineral construction materials, bulk.	
5620.....	Building glass, tile, brick, and block.	
5630.....	Pipe and conduit, nonmetallic.	
5640.....	Wallboard, building paper, and thermal insulation materials.	
5650.....	Roofing and siding materials.	
5660.....	Fencing, fences and gates.	
5670.....	Architectural and related metal products.	
5680.....	Miscellaneous construction materials.	
ELECTRONIC SUPPLIES		
5905.....	Resistors.	
5910.....	Capacitors.	
5915.....	Filters and networks.	
5920.....	Fuses and lightning arrestors.	
5935.....	Circuit breakers.	
5930.....	Switches.	
5925.....	Connectors, electrical.	
5945.....	Relays, contractors, and solenoids.	
5950.....	Coils and transformers.	
5955.....	Piezoelectric crystals.	
5960.....	Electron tubes, transistors, and rectifying crystals.	
5965.....	Headsets, handsets, microphones, and speakers.	
5985.....	Antennas, waveguides, and related equipment.	
5990.....	Synchros and resolvers.	
5999.....	Miscellaneous electrical and electronic components.	
GENERAL SUPPLIES		
3510.....	Laundry and dry cleaning equipment.	
3520.....	Shoe repairing equipment.	
3530.....	Industrial sewing machines and mobile textile repair shops.	
3540.....	Wrapping and packaging machinery.	
3550.....	Vending and coin operated machines.	
3590.....	Miscellaneous service and trade equipment.	
3920.....	Materials handling equipment, non-self-propelled.	
3930.....	Warehouse trucks and tractors, self-propelled.	

Federal supply class code	Commodity	Content	Federal supply class code	Commodity	Content
GENERAL SUPPLIES—continued					
3990	Miscellaneous materials handling equipment		8330	Personal toiletry articles	
4110	Self-contained refrigeration units and fans		8340	Toiletry paper products	
4140	Fans and air circulators, nonindustrial		8350	Paper and paperboard	
5110	Hand tools, edged, nonpowered		8360	Rubber fabricated materials	
5120	Hand tools, edged, nonpowered		8370	Plastics fabricated materials	
5130	Hand tools, nonpowered		8380	Glass fabricated materials	
5133	Hand tools, power driven		8390	Refractories and fire surfacing materials	
5136	Drill bits, counterbores, and countersinks		8900	Miscellaneous fabricated nonmetallic materials	
5136	Hand and machine		9005	Signs, advertising displays, and identification plates	
5140	Taps, dies, and collets		9010	Jewelry	
5140	Tool and hardware boxes		9015	Collectors' items	
5180	Sets, kits, and outfits of hand tools		9020	Smokers' articles and matches	
5210	Measuring tools, craftsmen's		9025	Ecclesiastical equipment, furnishings, and supplies	
5250	Sets, kits, and outfits of measuring tools		9030	Memorials, cemetery and mortuary equipment and supplies	
5940	Lugs, terminals and terminal strips		9099	Miscellaneous items	
5970	Electrical insulators and insulating materials		INDUSTRIAL SUPPLIES		
5975	Electrical hardware and supplies		3110	Bearings, antifriction, unmounted	
5977	Electrical contact brushes and electrodes		3120	Bearings, plain, unmounted	
5985	Cable, cord and wire assemblies, communication equipment		3130	Bearings, mounted	
6750	Photographic supplies		3340	Blocks, tackle, rigging, and slings	
7105	Household furniture		4010	Chain and wire rope	
7110	Office furniture		4020	Fiber rope, cordage and twine	
7125	Cabinets, lockers, bins, and shelving		4030	Fittings for rope, cable and chain	
7195	Miscellaneous furniture and fixtures		5305	Screws	
7220	Floor coverings		5306	Bolts	
7230	Draperies, awnings, and shades		5307	Studs	
7240	Household and commercial utility containers		5310	Nuts and washers	
7290	Miscellaneous household and commercial furnishings and appliances		5315	Nails, keys, and pins	
7310	Food cooking, baking, and warming equipment		5320	Rivets	
7320	Kitchen equipment and appliances		5325	Fastening devices	
7330	Kitchen hand tools and utensils		5330	Packing and gasket materials	
7340	Cutlery and flatware		5335	Metal screening	
7350	Tableware		5340	Miscellaneous hardware	
7360	Sets, kits, and outfits, food preparation and serving		5345	Disks and stones, abrasive	
7420	Accounting and calculating machines		5350	Abrasive materials	
7430	Typewriters and office type composing machines		5355	Knobs and pointers	
7460	Visible record equipment (formerly in 7110)		8010	Wire and cable, electrical products	
7490	Miscellaneous office machines		8020	Paint and artists' brushes	
7510	Office supplies		8030	Preservatives and sealing compounds	
7520	Office devices and accessories		8040	Adhesives	
7530	Stationery and record forms		8060	Wire, nonelectrical, iron and steel	
7710	Musical instruments		8065	Bars and rods, iron and steel	
7720	Musical instrument parts and accessories		8070	Plate, sheet, and strip: Iron and steel	
7730	Photographs, radios, and television sets: Home type		8080	Structural shapes, iron and steel	
7740	Photograph records		8085	Wire, nonelectrical, nonferrous base metal	
7810	Athletic and sporting equipment		8090	Bars and rods, nonferrous base metal	
7820	Games, toys, and wheeled goods		8095	Plate, sheet, strip, and foil: Nonferrous base metal	
7830	Recreational and gymnastic equipment		8100	Structural shapes, nonferrous base metal	
7910	Floor polishes and vacuum cleaners		8105	Plate, sheet, strip, foil, and wire: precious metal	
7920	Brooms, brushes, mops, and sponges		8110	Medical, dental, veterinary and related equipment and supplies	
7930	Cleaning and polishing compounds and preparations		8115	Drugs, biologicals, and official reagents	
8105	Bags and sacks		8120	Surgical dressings materials	
8110	Drums and cans		8125	Medical and surgical instruments, equipment and supplies	
8115	Boxes, cartons and crates		8130	Dental instruments, equipment and supplies	
8120	Bottles and jars		8135	X-ray equipment and supplies, medical, dental and veterinary	
8125	Packaging and packing bulk materials		8140	Hospital furniture, equipment, utensils, and supplies	
8130	Formulas, toilet preparations, and toiletries		8145	Opticians' instruments, equipment and supplies	
8135	Toilet soap, shaving preparations, and dentifrices		8150		
8220			8155		

See footnotes at end of table.

§ 5.1201-7 General Services Administration.^{1 2}

Federal Supply class code	Commodity	Content
7105 P 4-----	Household furniture-----	Includes: Chairs, easy; davenport; settees; stands, smoking; wardrobes.
7110 P 4-----	Office furniture-----	Includes: Address plate filing cabinets; address plate filing cabinet bases; address plate filing cabinet tops; bases; filing cabinet; bases, sectional bookcase; bookcases, sectional cabinets, visible file; chairs, straight, office type; chairs, swivel, office type; chairs, typist; desks, flat top, office type; desks, typists'; dictionary holders; drawers, filing cabinet; filing cabinets—including insulated fire resistant and combination lock types; filing trays, cabinet; stands, adding machine; stands, dictionary, stands, typewriter stools, straight, office type; stools, revolving, office type; tables, conference; tables, office; tops, filing cabinet; tops, sectional bookcase.
7125 P 4-----	Cabinets, lockers, bins and shelving-----	Includes: Cabinets, storage; cabinets, supply.
7185 P 4-----	Miscellaneous furniture and fixtures-----	Includes: Bulletin boards and costumes.
7410-----	Punched card system machines-----	
7420 P 4-----	A counting and calculating machines-----	
7430 P 4-----	Typewriters and office type composing machines-----	
7450-----	Office-type sound recording and reproducing machines-----	
7490 P 4-----	Miscellaneous office machines-----	
7510-----	OFFICE SUPPLIES 4	Excludes: Albums, scrapbook, and those office supplies including special inks, when DoD requirements of such items are procured through Government Printing Office channels.
7510 4-----	Office supplies-----	
7520 P 4-----	Office devices and accessories-----	Excludes: Seals, hand impression, and those office devices and accessories when DoD requirements of such items are procured through Government Printing Office channels.
7530 P 4-----	Stationery and record forms-----	Excludes: Stationery and Record forms when DoD requirements of such items are procured through Government Printing Office channels.

¹ In addition to the classes listed herein, the General Services Administration is the procurement source for items in all other classes assigned to Defense Supply Agency supply centers when items within these classes are so designated by the center commanders.

² This assignment is not applicable to items contained in these classes of supply which are carried in the General Services Administration Stores Stock Catalog.

This assignment:

Includes: General use and executive type office items only.

Excludes: Built-in furniture, shipboard furniture, special items for military field use, modified designs for special technical or special clerical work.

Excludes only those items approved by the Office of the Secretary of Defense for military management.

Excludes machines and equipment in Federal Supply Classes 7430 and 7490 controlled by the Congressional Joint Expenditures only. Those items approved by the Office of Management and Enterprise for military management.

* Excludes paper stock, paper products, inks, and supplies controlled by the Congressional Joint Committee on Printing and those items which are contained in the term contracts issued by the Government Printing Office for tabulating cards and marginally punched continuous forms.

21. Sections 5.1202 and 5.1202-1 are revoked, and in § 5.1203, change listing, Plant Index No. 335 212 "Fairchild", to read as follows:

Plant index No.	Manufacturer	Location	Current pro- curement and mobilization planning assigned to—
***	AIRCRAFT PLANTS		
335212	Fairchild Stratos Corporation	Hagerstown, Md.	Air Force.
***	Division.		
***	***	***	***

Federal supply class code	Commodity	Content
5545	MEDICAL, DENTAL, VETERINARY AND RELATED EQUIPMENT AND SUPPLIES 5--continued	
6330	Medical sets, kits and outfits.	
6330	Chemical analysis instruments.	
6540	Laboratory equipment and supplies.	
	PETROLEUM AND PETROLEUM PRODUCTS	
810	Chemicals.	
820	Dyes.	
830	Gases: Compressed and liquefied.	
840	Pest control agents and disinfectants.	
850	Miscellaneous chemical specialties.	
860	Commerical and industrial gas (shipping) cylinders.	
120	Solid fuels.	
110	Fuel gases.	
120	Liquid propellants and fuels, petroleum base.	
130	Fuel oils.	
140	Oils and greases: cutting, lubricating and hydraulic.	
150	Miscellaneous waxes, oils, and fats.	
160	Minerals, natural and synthetic.	
6620 P	SUBSISTENCE SUPPLIES 1	
9005	Meat, poultry and fish.	
910	Dairy foods and eggs.	
915	Fruits and vegetables.	
920	Bakery and cereal products.	
925	Sugar, confectionery, and nuts.	
930	Jams, jellies, and preserves.	
935	Soups and bouillons.	
940	Special dietary foods and food speciality preparations.	
945	Food oils and fats.	
950	Condiments and related products.	
955	Coffee, tea, and cocoa.	
960	Beverages, nonalcoholic.	
970	Composite food packages.	
975	Tobacco products.	

Includes: Crude petroleum and crude shale oil, only.

¹ This assignment does not include items retained by the Military Services for management and purchase. It also excludes all items decentralized by the Center Commander, i.e., designated for procurement from the General Services Administration or by each Military Department.

2. Recycled tires (less than \$1,000 per tire) and tubes, when the item to be procured is less than \$10,000 per line item (for tires costing less than \$2,000 per tire) or when the item to be procured is less than \$28,000 per line item (for tires costing \$2,000 or more per tire), shall be procured in accordance with the mandatory provisions of Federal Supply Schedule 121,000 (governing Tires and Tubes, Pneumatic (except aircraft)). These mandatory provisions do not apply to Military Tires and Tubes, which shall be procured together with those quantities of commercial tires and tubes over the above specified dollar amounts in accordance with the procedures implementing this DOD Procurement Assignment. The Department shall ensure that the procurement of such tires and tubes generating vehicles development or under the development of a Military Department. The Department shall ensure that the procurement responsibility for such tires and tubes is assigned to the developing department.

⁴ At any given time, includes those items approved by the Office of the Secretary of Defense for military management.

ment. The Defense Supply Agency has supply responsibility for all the items in the classes of FSC Group 65. In addition,

The Defense supply responsibility for all items in the classes of Group 65. In addition, DASA supply responsibility for all items in the classes of Group 65. The specific item coverage of these 3 non-Group 65 items is published in the DOD Section of the Federal Catalog for Medical Materiel C3-1 thru C3-12, inclusive.

* Upon discontinuance of FSC Classification 9120, all items in this class will be transferred to FSC 6830 and 8120.

* Upon discontinuance of FSC Classification 9120, all items in this class will be transferred to FSC 0850 and 8120. This assignment includes Health and Comfort Items listed in AR 700-23. It also includes procurements for commissaries of resale items (including brand name items).

§ 5.1202 Commodity assignments to single managers. [Revoked]

§ 5.1202-1 Defense Supply Agency. [Revoked]

§ 5.1203 Plant Cognizance Procurement Assignments.

PART 7—CONTRACT CLAUSES

22. A new paragraph (c) is added to § 7.103-12; §§ 7.104-12, 7.203-3, and 7.302-25 are revised; in § 7.402-24, paragraph (a) and the introductory portion of paragraph (b) are revised; and § 7.504-1 is revised, to read as follows:

§ 7.103-12 Disputes.

(c) In accordance with departmental procedures, the foregoing clauses may be modified to provide for intermediate appeal in overseas areas and in Alaska and Hawaii. Such modification may provide that decisions rendered pursuant thereto may be final and conclusive upon the parties, to the extent permitted by law, when the amount involved in the appeal is \$50,000 or less.

§ 7.104-12 Military security requirements.

(a) Except as provided in paragraph (b) of this section, insert the following clause in all contracts which are classified by a Department as "Confidential", including "Confidential—Modified Handling Authorized", or higher and in any other contracts the performance of which will require access to such classified information or material. In those cases where the situation so warrants because of the nature of the item or the conditions under which it is to be produced, the contract shall provide by a separate contract provision such additional security safeguards as may be required for the protection of that item. When the "Military Security Requirements" clause is inserted in any contract, the contracting officer or his authorized representative shall prepare and transmit to the contractor, material inspector, security officer of the cognizant military department having cognizance of the facility where the prime contract will be performed, and such other agencies as may be determined by the Departments, a Security Requirements Check List (DD Form 254) in accordance with § 16.811 of this chapter. The Security Requirements Check List will also be furnished by the contracting military department to the cognizant security office when a classified subcontract is placed under a prime contract which contains the "Military Security Requirements" clause. However, if the procurement is for a research contract, consultant service, or graphic arts service, in which there is no requirement for a breakdown by classification of the various elements of the contract, or subcontract, a letter or other written notice of classification for the entire contract may be used in lieu of the Security Requirements Check List.

MILITARY SECURITY REQUIREMENTS (JUNE 1958)

(a) The provisions of this clause shall apply to the extent that this contract involves access to information classified "Confiden-

tial" including "Confidential—Modified Handling Authorized" or higher.

(b) The Government shall notify the Contractor of the security classifications of this contract and the elements thereof, and of any subsequent revisions in such security classification, by the use of a Security Requirements Check List (DD Form 254), or other written notification.

(c) To the extent the Government has indicated as of the date of this contract or thereafter indicates security classification under this contract as provided in paragraph (b) above, the Contractor shall safeguard all classified elements of this contract and shall provide and maintain a system of security controls within his own organization in accordance with the requirements of—

(i) the Security Agreement (DD Form 441), including the Department of Defense Industrial Security Manual for Safeguarding Classified Information as in effect on the date of this contract, and any modification to the Security Agreement for the purpose of adapting the Manual to the Contractor's business; and

(ii) any amendments to said Manual made after the date of this contract, notice of which has been furnished to the Contractor by the Security Office of the Military Department having security cognizance over the facility.

(d) Representatives of the Military Department having security cognizance over the facility and representatives of the contracting Military Department shall have the right to inspect at reasonable intervals the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the Government, through these representatives, determine that the Contractor is not complying with the security requirements of this contract the Contractor shall be informed in writing by the Security Office of the cognizant Military Department of the proper action to be taken in order to effect compliance with such requirements.

(e) If, subsequent to the date of this contract, the security classifications or security requirements under this contract are changed by the Government as provided in this clause and the security costs under this contract are thereby increased or decreased, the contract price shall be subject to an equitable adjustment by reason of such increased or decreased costs. Any equitable adjustment shall be accomplished in the same manner as if such changes were directed under the "Changes" clause in this contract.

(f) The Contractor agrees to insert, in all subcontracts hereunder which involve access to classified information, provisions which shall conform substantially to the language of this clause, including this paragraph (f) but excluding the last sentence of paragraph (e) of this clause.

(g) The Contractor also agrees that he shall determine that any subcontractor proposed by him for the furnishing of supplies and services which will involve access to classified information in the Contractor's custody has been granted an appropriate facility security clearance, which is still in effect, prior to being accorded access to such classified information.

(b) Contracts involving work to be performed outside the United States, its possessions, and Puerto Rico shall include, when required by the Armed Forces Industrial Security Regulation (see § 1.320 of this chapter), an appropriate security requirements clause as follows:

(1) The security requirements clause set forth in the AFISR for use in each country in which work is to be performed; or

(2) The clause set forth in paragraph (a) of this section, modified as appropriate, in the event the AFISR does not set forth a required clause or in the event that regulation merely prescribes the use of an "appropriate" clause.

§ 7.203-3 Limitation of cost.

LIMITATION OF COST (OCT. 1953)

(a) It is estimated that the total cost to the Government, exclusive of any fixed fee for the performance of this contract will not exceed the estimated cost set forth in the Schedule, and the Contractor agrees to use his best efforts to perform the work specified in the Schedule and all obligations under this contract within such estimated cost. If at any time the Contractor has reason to believe that the costs which he expects to incur in the performance of this contract in the next succeeding thirty (30) days, when added to all costs previously incurred, will exceed eight-five percent (85%) of the estimated cost then set forth in the Schedule, or if at any time, the Contractor has reason to believe that the total cost to the Government, exclusive of any fixed fee, for the performance of this contract will be substantially greater or less than the then estimated cost thereof, the Contractor shall notify the Contracting Officer in writing to that effect, giving his revised estimate of such total cost for the performance of this contract.

(b) The Government shall not be obligated to reimburse the Contractor for costs incurred in excess of the estimated cost set forth in the Schedule, and the Contractor shall not be obligated to continue performance under the contract or to incur costs in excess of the estimated cost set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that such estimated cost has been increased and shall have specified in such notice a revised estimated cost which shall thereupon constitute the estimated cost of performance of this contract. When and to the extent that the estimated cost set forth in the Schedule has been increased, any costs incurred by the Contractor in excess of such estimated cost prior to the increase in estimated cost shall be allowable to the same extent as if such costs had been incurred after such increase in estimated cost.

In the foregoing clause, the period of "thirty (30) days" and the percentage of "eighty-five percent (85%)" may be varied in accordance with departmental procedures to a maximum of "sixty (60) days" and a minimum percentage of "seventy-five percent (75%)". In contracts which provide for cost-sharing, the clause set forth in § 7.402-2(b) shall be used, modified to read "30 days" and "85%" in lieu of "60 days" and "75%".

§ 7.302-25 Military security requirements.

(a) Except as provided in paragraph (b) of this section, insert an appropriate security requirements clause in accordance with the provisions of § 7.104-12.

(b) In any research and development contract with an educational institution when the contract is awarded on the basis of no profit, insert an appropriate security requirements clause in accordance with the provisions of § 7.402-24(b).

(c) The contracting officer or his authorized representative shall prepare and transmit to the contractor and the Government representative having security cognizance over the contract involved a Security Requirements Check List (DD Form 254) or other written notification,

in accordance with § 16.811 of this chapter.

§ 7.402-24 Military security requirements.

(a) Except in contracts without fee with educational institutions, insert the clause set forth in § 7.104-12(a), modified in accordance with § 7.204-12: *Provided*, That the reference to "fixed fee" may be deleted in any contract not providing for the payment of a fixed fee: *Provided further*, That the provisions of § 7.104-12(b) shall apply with respect to contracts to be performed outside the United States, its possessions, and Puerto Rico.

(b) The following clause shall be used in all contracts without fee with educational institutions, except that with respect to contracts to be performed outside the United States, its possessions, and Puerto Rico, the following clause may be used as a guide, unless the AFISR sets forth a required clause (see § 1.320 of this chapter and § 7.104-12(b)).

* * * * *

§ 7.504-1 Military security requirements.

Insert the clause set forth below in all contracts involving security information which are classified by a Military Department "Confidential", including "Confidential—Modified Handling Authorized", or higher and in any other contract, the performance of which will require access to classified matter, except that with respect to contracts to be performed outside the United States, its possessions, and Puerto Rico, the following clause may be used as a guide, unless the AFISR sets forth a required clause (see § 1.320 of this chapter and § 7.104-12(b)).

MILITARY SECURITY REQUIREMENTS (AUGUST 1963)

(a) The provisions of the following paragraphs of this clause shall apply only if and to the extent that this contract involves access to security information classified "Confidential", including "Confidential—Modified Handling Authorized", or higher.

(b) The Contractor (i) shall be responsible for safeguarding all classified security information in accordance with instructions furnished by the Contracting Officer, and shall not supply, disclose or otherwise permit access to classified security information to any unauthorized person, (ii) shall not make or permit to be made any reproductions of matter classified "Top Secret" except with the prior written authorization of the Contracting Officer, (iii) shall not make or permit to be made any reproductions of security information classified "Secret" or "Confidential", including "Confidential—Modified Handling Authorized", except as may be essential to performance of the contract, (iv) shall submit to the Contracting Officer, at such times as the Contracting Officer may direct, an accounting of all reproductions of security information classified "Confidential", including "Confidential—Modified Handling Authorized" or higher, and (v) shall not incorporate in any other project any matter which will disclose classified security information except with the prior written authorization of the Contracting Officer.

(c) Except with the prior written consent of the Secretary or his duly authorized representative, the Contractor (i) shall not permit any alien to have access to classified secu-

urity information, and (ii) shall not permit any individual to have access to security information classified "Top Secret" or "Secret". Access to security information classified "Confidential", including "Confidential—Modified Handling Authorized", will be granted only in accordance with governing regulations of the Department of Defense.

(d) The Contractor agrees to submit immediately to the Contracting Officer a complete confidential report of any information which the Contractor may have concerning existing or threatened espionage, sabotage, or subversive activity.

(e) The Government agrees that when necessary it shall indicate by security classification "Confidential", including "Confidential—Modified Handling Authorized" or higher, the degree of importance to the national defense of information to be furnished by the Contractor to the Government or by the Government to the Contractor, and the Government shall give written notice of such security classification to the Contractor and of any subsequent changes thereof. The Contractor is authorized to rely on any letter or other written instrument signed by the Contracting Officer changing the security classification of matter.

(f) Any disagreement concerning a question of fact arising under this clause shall be considered a dispute within the meaning of the clause of this contract entitled "Disputes."

PART 9—PATENTS, DATA, AND COPYRIGHTS

23. Section 9.107-5 is revised to read as follows:

§ 9.107-5 Contracts relating to civil defense.

In all contracts for experimental, developmental, or research work relating primarily to supplies or services intended for the general public for civil defense purposes, in lieu of paragraph (b) (1) of the Patent Rights clause prescribed in § 9.107-2(b), the paragraph set forth below—

(a) Shall be inserted in all such contracts entered into on behalf of and funded in whole by the Office of Civil Defense, unless such Office agrees to its exclusion; and

(b) May be inserted in all such contracts other than those in paragraph (a) of this section.

(b) (1) The Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, and royalty-free license to practice, and cause to be practiced by or for the United States Government, throughout the world, each Subject Invention in the manufacture, use, and disposition according to law, of any article or material, and in the use of any method. Such license:

(i) shall be nontransferable, except that the Government shall have—

(A) the right to grant sublicenses to any foreign government or international organization specifically for use in programs established by International Agreements for research, development, or production of weapons or equipment for mutual defense; and

(B) the right to grant sublicenses to others to practice each Subject Invention in the manufacture, use, and sale of any article or in the use of any method for the purpose of providing supplies or services to the general public in the furtherance of the nation's civil defense; and

(ii) shall include the practice of any Subject Invention in the manufacture, use, and disposition of any article or material, in the

use of any method, or in the performance of any service acquired by or for the Government or with funds derived through the Military Assistance Program of the Government or otherwise through the Government. (Aug. 1963)

PART 10—BONDS AND INSURANCE

24. A new paragraph (d) is added to § 10.103-2; and a new paragraph (d) is added to § 10.104-2; and § 10.201 is revised, as follows:

§ 10.103-2 Performance bonds in connection with construction contracts.

* * * * *

(d) *Subcontracts*. If a contracting officer requires a contractor to obtain performance bonds from his subcontractors, such performance bonds shall not be executed on Standard Form 25 or Standard Form 27. The suggested format set forth in § 16.805(j) of this chapter is authorized and may be adapted to fit specific cases.

§ 10.104-2 Payment bonds in connection with construction contracts.

* * * * *

(d) *Subcontracts*. If a contracting officer requires a contractor to obtain payment bonds from his subcontractors, such payment bonds shall not be executed on Standard Form 25A or Standard Form 27A. The suggested format set forth in § 16.805(k) of this chapter is authorized and may be adapted to fit specific cases.

§ 10.201 General requirements of sureties.

Every bond required or used in connection with a contract for supplies, services, or construction shall be supported by good and sufficient surety (corporate or individual) except as provided in § 10.202. In connection with contracts for supplies, services, or construction to be delivered or performed in the United States, its possessions (other than the Canal Zone), or Puerto Rico:

(a) Invitations for bids or requests for proposals shall not require that only corporate sureties may be furnished or that a particular corporate surety be furnished, except as may be otherwise specifically provided (e.g., position schedule bonds may be obtained only from corporate sureties); and

(b) Any corporate surety offered for a bond furnished the Government, or furnished pursuant to a Government contractual requirement, where the contracting officer has authority to approve the sufficiency of the surety, must appear on the Treasury Department List (TD Circular 570) and the amount of the bond must not be in excess of the underwriting limits stated in that list.

In connection with contracts to be performed in the Canal Zone, corporate Panamanian surety companies which are acceptable on bonds required by the Panama Canal Company may be accepted in addition to the corporate sureties appearing on the Treasury List. The acceptability of Panamanian sureties shall be subject to the conditions and restrictions (including any requirement for security deposits) similar to

those imposed by the Panama Canal Company, and to a determination by the contracting officer that the amount of the bond is commensurate with the underwriting capacity of the surety. For contracts to be performed in a foreign country, sureties not appearing on Treasury Department Circular 570 are acceptable if it is determined by the contracting officer that it is impracticable for the contractor to use Treasury listed sureties.

PART 12—LABOR

25. Section 12.301 is revised; a new paragraph (f) is added to § 12.302; and in § 12.403-2, revoke subparagraph (1) and revise subparagraph (3) as follows:

§ 12.301 Statutory requirement.

In accordance with the requirement of the Work Hours Act of 1962, 76 Stat. 357-360, certain contracts entered into by any department shall contain a clause to the effect that no laborer or mechanic doing any part of the work contemplated by the contract shall be required or permitted to work more than eight hours in any one calendar day or 40 hours in any work week unless such laborer or mechanic is compensated for all hours worked in excess of eight hours in any one calendar day or 40 hours in any work week at not less than one and one-half times the basic rate of pay.

§ 12.302 Applicability.

(f) Contracts of \$2,500 or less (but see § 12.403-1 as to construction contracts over \$2,000).

§ 12.403-2 Contracts for \$2,000 or less.

(1) *Eight-hour laws—overtime compensation.* [Revoked]

(3) *Subcontractors—Termination.*

SUBCONTRACTORS—TERMINATION (AUG. 1963)

The Contractor agrees to insert the clause hereof entitled "Nonrebate of Wages" in all subcontracts under this contract. The term "Contractor" as used in such clause in any subcontract shall be deemed to refer to the subcontractor. Breach of the requirements of this clause may be grounds for termination of this contract.

26. Sections 12.404-2(c), 12.801, 12.802 and 12.803 are revised to read as follows:

§ 12.404-2 Wage determinations.

(c) *Modifications.* (1) Modifications by the Secretary of Labor of an original wage determination shall be made part of the proposed contract if received prior to the award of the contract: *Provided*, That, in a formally advertised procurement, any modification received by the department concerned less than five calendar days before the opening of bids may be disregarded if award is made within 30 calendar days after the opening of bids or within 90 calendar days from the date of the original wage determination, whichever is the earlier. Therefore, all copies of modifications and determinations shall be time-date

stamped to show when they were first received by the department.

(2) Pursuant to subparagraph (1) of this paragraph, if a new determination or a modification is received by the Department five or more days before bid opening, the contracting officer shall:

(i) If the modification or new determination is received by the contracting officer before the bid opening, notify bidders of the new rates by an amendment to the invitation for bids and extend the date of opening if necessary; or

(ii) If the modification or new determination is received by the contracting officer after bid opening, use the following procedure:

(a) If there are no changes to applicable wage rates or if there are increases which the low responsible, responsive bidder will accept without change in his bid price, award shall be made to such low bidder: *Provided*, That written acceptance of the new rates is obtained from such low bidder and is attached to the bid and that the new rates are made a part of the contract.

(b) If any applicable wage rate is decreased or if there is any increase which the low responsible, responsive bidder will not accept without change in his bid price, award will not be made until the procurement has been readvertised using a correct, current determination.

* * * * *

§ 12.801 Policy.

Executive Order No. 10925, dated 6 March 1961, as amended by Executive Order No. 11114, dated 22 June 1963, states that discrimination because of race, creed, color or national origin is contrary to the Constitutional principles and policies of the United States, and that it is the plain and positive obligation of the U.S. Government to promote and insure equal opportunity for all qualified persons, without regard to race, creed, color or national origin, employed by, or seeking employment with, Government contractors. To carry out this policy, the President's Committee on Equal Employment Opportunity was created by the Executive Order to provide regulations, guide lines and instructions to Government agencies. The head of each contracting agency was made primarily responsible for obtaining compliance by any contractor or subcontractor with the provisions of the Executive Order and the rules, regulations, and orders of the President's Committee. Although initial emphasis should be placed upon methods of conference, conciliation, mediation and persuasion, if such measures do not succeed in obtaining the necessary degree of progress, consideration will be given to invoking the appropriate sanctions as set forth in § 12.806-8.

§ 12.802 Basic requirement.

(a) Except as set forth in paragraph (d) of this section and in § 12.803, each department shall include in each of its contracts the following clause:

NONDISCRIMINATION IN EMPLOYMENT (JUNE 1963)

During the performance of this contract, the Contractor agrees as follow:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The Contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions, may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor.¹ The contractor will take

¹ In accordance with regulations of the President's Committee on Equal Employment Opportunity, Subcontractors below the first tier shall not be required to insert the Nondiscrimination in Employment clause in their subcontracts, except that under contracts calling for construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property, each Subcontractor below the first tier shall include the

such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) Supplemental agreements that increase the scope of the contract work shall include the clause set forth above, unless exempt in accordance with § 12.803 or unless the clause is contained in the existing contract. Change orders, price redeterminations, and unilateral contract modifications are not included in this requirement.

(c) Prime contractors and subcontractors may make necessary modifications in language in the clause as shall be appropriate to identify properly the parties and their undertakings. Subcontractors may incorporate by reference the above contract clause.

(d) All indefinite quantity contracts, requirements contracts, and basic ordering agreements, which are to extend for more than one year or continue indefinitely, unless exempt under § 12.803, shall contain the clause set forth in paragraph (a) of this section, prefaced by the following sentence:

The following clause shall be applicable upon written notice by the contracting officer.

§ 12.803 Applicability and exemptions.

(a) The clause set forth in § 12.802 shall not be included in the following:

(1) contracts or subcontracts not involving the employment of persons;

(2) contracts, or subcontracts for \$10,000 or less, except Government bills of lading which are required to contain the clause or a reference to the Executive Order, regardless of their amount: *Provided, however,* That with respect to Government bills of lading carriers are exempt from complying with paragraphs (3) through (7) of the clause unless otherwise specifically ordered by the Department or the Executive Vice Chairman of the President's Committee;

(3) Contracts or subcontracts for standard commercial supplies or raw materials not in excess of \$100,000;

(4) Contracts or subcontracts to be performed outside the United States where no recruitment of workers within the United States is involved (where a contract involves performance of work or recruitment of workers both within and outside the United States, the Non-discrimination in Employment clause will be included in the contract but will be applicable only to work and recruitment within the United States); United States as used herein includes the Commonwealth of Puerto Rico, the Panama Canal Zone and the possessions of the United States.

(5) Contracts for the sale of Government property, where supplies are not

clause in every subcontract which calls for such work to be performed at the site of construction, or except upon Special Order of the Secretary of the Department or the Executive Vice Chairman of the President's Committee.

furnished nor services rendered to the Government; or

(6) Each requirements or indefinite quantity contract and subcontract thereunder, and each basic ordering agreement, under the following circumstances:

(i) When it is not to extend for more than one year and the contracting officer (or in the case of subcontractors, the prime contractor or subcontractor issuing the subcontract) determines that the amounts to be ordered are reasonably not expected to exceed \$100,000 in the case of standard commercial supplies and raw materials, or \$10,000 in all other cases; or

(ii) When it is to extend for more than one year or continue indefinitely and the contracting officer (or in the case of subcontractors, the prime contractor or subcontractor issuing the subcontract) knows in advance that the amounts to be ordered in any year will not exceed the dollar limitations set forth in subdivision (i) of this subparagraph.

A determination to exclude the contract clause pursuant to subdivisions (i) and (ii) of this subparagraph above shall be effective through the life of the contract or agreement even though the amounts actually ordered exceed the above dollar limitations, unless the scope of the contract or agreement is increased, in which case an appropriate determination for the modified contract or agreement, if not otherwise exempt, shall be made in accordance with these provisions.

(7) Contracts or subcontracts exempt under § 12.804.

(b) When the contract clause is included in an indefinite quantity or requirements contract or subcontract or a basic ordering agreement which is not to extend for more than one year, the clause shall apply even though the amounts actually ordered do not exceed the appropriate dollar limitations.

(c) When the contract clause is included in an indefinite quantity or requirements contract or subcontract or a basic ordering agreement which is to extend for more than one year or continue indefinitely, the applicability of the clause shall be determined by the contracting officer at the time of award for the first year, based upon the amounts that are reasonably expected to be ordered during such year. In the event the clause has not previously been determined applicable, the contracting officer, at the conclusion of each year's performance, shall determine whether the clause applies, based upon the amounts that are reasonably expected to be ordered during the succeeding year. Once the clause is determined to be applicable, the contract or subcontract shall continue for its duration to be subject to such provisions, regardless of the amounts ordered, or reasonably expected to be ordered, in any succeeding year. If the clause is determined to be applicable, the contracting officer shall give written notice of such determination to the contractor. In the case of subcontracts, the appropriate determination and notification shall be made by the

prime contractor or subcontractor issuing the subcontract.

27. The introductory sentence in § 12.-805 is revised; and §§ 12.806-4(a) and 12.806-7(c) are revised, as follows:

§ 12.805 Interpretations.

In the application and enforcement of the provisions of Executive Order 10925, as amended, and of the rules and regulations of the President's Committee, the following interpretations are applicable:

§ 12.806-4 Compliance reports.

(a) The contracting officer shall require each contractor having a contract subject to the provisions of section 301 of Executive Order 10925, as amended, to file, and each contractor shall cause each of his first-tier subcontractors not exempted under the provisions of § 12.803 to file, compliance reports in accordance with instructions attached to the official Compliance Report, Standard Form 40. Subsequent reporting shall be accomplished as indicated in those instructions. Whenever a contractor or subcontractor is currently engaged in the performance of any part or all of another contract or subcontract subject to the nondiscrimination clause with any Government agency, and has filed within a current reporting period, a compliance report covering the plants, facilities, and activities which will be involved in the performance of a new contract, this requirement shall be satisfied by the filing, with the contracting officer, of the Certificate of Submission of Compliance Report, Standard Form 40A.

§ 12.806-7 Processing of complaints.

(c) The preparation and submission, within 60 days from receipt of the complaint by the department, or within such additional time as may be allowed by the Executive Vice Chairman for good cause shown, of a summary report to the Executive Vice Chairman setting forth (1) the name and address of the complainant, (2) a brief summary of the findings, (3) a statement of the disposition of the case, including any corrective action taken or sanction imposed, or (4) whenever appropriate, the recommended corrective action and sanctions or penalties; and

PART 13—GOVERNMENT PROPERTY

28. Revise §§ 13.302 and 13.304, and introductory portion of § 13.504, to read as follows:

§ 13.302 Fixed-price procurement—contractor-furnished or acquired special tooling.

(a) Where special tooling required for the performance of a negotiated fixed-price contract for supplies or services is not furnished by the Government, newly made or acquired special tooling may be furnished or acquired by the contractor under one of the following arrangements:

(1) The contract may provide for the acquisition of such special tooling by the

contractor and the delivery thereof to the Government as an end item under the contract. In any such case, the rights of the parties in special tooling shall be governed by the provisions of the contract and the schedule; or

(2) Where the contract does not provide for delivery of such special tooling as an end item under the contract, the clause set forth in § 13.504 shall be used.

(b) In formally advertised procurements, the clause set forth in § 13.504 shall not be used. When it is determined necessary that the Government acquire title to any special tooling in advertised procurements, such special tooling shall be acquired as an end item under the contract and described in sufficient detail so as to enable the submission of bids, and evaluation thereof, on a common and equal basis. It may be desirable to consider the two-step formal advertising procedures as a means for providing a sufficient description of the special tooling.

§ 13.304 Fixed-price negotiated procurement—special tooling furnished or acquired by subcontractors.

In the event the prime contractor enters into subcontracts or issues any purchase orders, the performance of which involves the use of special tooling to be furnished or acquired by the subcontractor or vendor, there will be included in such subcontracts or purchase orders appropriate provisions to the extent required by paragraph (k) (or by alternate paragraph (k)) of the special tooling clause set forth in § 13.504 giving the prime contractor rights comparable to those granted to the Government by such clause. The prime contractor shall exercise his rights in such special tooling for the benefit of the Government in accordance with any directions issued by the contracting officer, who shall be guided by the policies set forth in § 13.303.

§ 13.504 Special tooling clause for negotiated fixed-price contracts.

The following clause shall be used in fixed-price contracts for supplies or services (except contracts for experimental, developmental, or research work) for the performance of which the contractor furnishes special tooling, under the conditions set forth in § 13.302(a)(2), but is not for use in formally advertised procurements or contracts in which special tooling is called for as a separate item in the schedule (see § 13.302(a)(1)).

* * * * *

PART 16—PROCUREMENT FORMS

29. Sections 16.504 and 16.805 are revised to read as follows:

§ 16.504 Order for paid advertisements (Standard Forms 1143 and 1143a).

The following forms will be used to order and effect payment for advertisements in newspapers (see § 1.1002-6 of this chapter):

(a) Standard Form 1143, Advertising Order (original) (face) Public Voucher for Advertising (original) (reverse); and

(b) Standard Form 1143a, Advertising Order (memorandum) (face) Public Voucher for Advertising (memorandum) (reverse).

§ 16.805 Bond forms.

The bond forms listed below are available for use in accordance with Departmental procedures. (See Subparts A and B, Part 10 of this chapter.)

- (a) Bid Bond (Standard Form 24).
- (b) Annual Bid Bond (Standard Form 34).
- (c) Performance Bond (Standard Form 25).
- (d) Payment Bond (Standard Form 25A).
- (e) Performance Bond (Corporate Co-Surety) (Standard Form 27).
- (f) Payment Bond (Corporate Co-Surety) (Standard Form 27A).
- (g) Continuation Sheet (Corporate Co-Surety) (Standard Form 27B).
- (h) Affidavit of Individual Surety (Standard Form 28).
- (i) Annual Performance Bond (Standard Form 35).
- (j) Performance Bond Form for Subcontracts (see § 10.103-2(d) of this chapter).

Performance Bond	Date Bond Executed
Principal	
Surety	
Obligee	
Penal Sum of Bond (express in words and figures)	Contract Identifica- tion and Date

In Presence of:		WITNESS		INDIVIDUAL PRINCIPAL	
1.	-----	as to	-----	[SEAL]	
2.	-----	as to	-----	[SEAL]	
3.	-----	as to	-----	[SEAL]	
4.	-----	as to	-----	[SEAL]	

WITNESS		INDIVIDUAL SURETY	
1.	-----	as to	-----
2.	-----	as to	-----

Attest:	CORPORATE PRINCIPAL	
	BUSINESS ADDRESS	
	BY	AFFIX CORPORATE SEAL
	TITLE	
Attest:	CORPORATE SURETY	
	BUSINESS ADDRESS	
	BY	AFFIX CORPORATE SEAL
	TITLE	

(k) Payment Bond Form for Subcontracts (see § 10.104-2(d) of this chapter).

Payment Bond	Date Bond Executed
Principal	
Surety	
Obligee	
Penal Sum of Bond (express in words and figures)	Contract Identifica- tion and Date

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPLE and SURETY above named, are held and firmly bound unto the Obligor above named, in the amount of the penal

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the Obligor above named in the amount of the penal sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligor and Principal have entered into a certain contract identified above, which contract is by reference made a part hereof and is hereinafter referred to as the contract.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract, then this obligation shall be null and void; otherwise to remain in full force and virtue.

1. The Contract includes all duly authorized modifications and extensions thereof, with or without notice to the Surety and extends to any guaranty required by the terms thereof.

2. The rights of the Obligor hereunder may be assigned to the United States of America or a Department or Agency thereof, and without in any manner invalidating or qualifying this instrument. Notice of assignment shall be given the surety within a reasonable time, but a failure of notice shall not affect the validity of this bond or the assignment.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative, pursuant to authority of its governing body.

sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligor and the Principal entered into a certain contract identified above, which contract is by reference made a part hereof and is hereinafter referred to as the Contract; and

WHEREAS, performance of the Contract is related to work required under Government Prime Contract ----- the site of such work being in the County of -----, State of -----, being hereinafter referred to as the "place where the work is located."

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as

hereinafter defined, for all labor and material furnished in the prosecution of the work provided for in the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect. A claimant shall have a direct right of action hereunder against the Principal and the Surety subject to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal who has furnished labor, material or both, in the prosecution of work provided for in the contract and who has not been paid in full therefor. Labor and material are construed to include, but are not limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Obligor that every claimant who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed or materials were furnished by such claimant, or before the expiration of the period provided by the law of the place where the work is located for the giving of first notice of a lien of the category claimed by the claimant, whichever period be longer, may prosecute the suit to final judgment for such sum or sums as may be justly due the claimant, and may have execution thereon; provided, however, that neither the Obligor nor the assignee of the Obligor shall be liable for the payment of any costs or expenses of any such suit, judgment or execution.

3. The Obligor may assign this instrument and any right it has hereunder to the United States of America or any department or agency thereof without in any way diminishing the obligations of the Principal and Surety hereunder.

4. No suit or action shall be commenced hereunder by any claimant,

(a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to the Principal and the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or from whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered or certified mail, postage prepaid, in envelopes addressed to the Principal and the Surety, at any place where an office is regularly maintained by the addressee for the transaction of business, or served in any manner in which legal process may be served in the place where the work is located, save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract. If any period of limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(c) Other than in a court of competent jurisdiction in and for the state or other political subdivision of the place where the work is located, or in the United States District Court for the district where the work is located, and not elsewhere.

5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under

their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and

these presents being duly signed by its undersigned representative pursuant to authority of its governing body.

In Presence of:		WITNESS		INDIVIDUAL SURETY	
1.	_____	as to	_____	_____	[SEAL]
2.	_____	as to	_____	_____	[SEAL]
3.	_____	as to	_____	_____	[SEAL]
4.	_____	as to	_____	_____	[SEAL]
		WITNESS		INDIVIDUAL PRINCIPAL	
1.	_____	as to	_____	_____	[SEAL]
2.	_____	as to	_____	_____	[SEAL]
Attest:		CORPORATE PRINCIPAL			
		BUSINESS ADDRESS			
		BY		AFFIX CORPORATE SEAL	
		TITLE			
Attest:		CORPORATE SURETY			
		BUSINESS ADDRESS			
		BY		AFFIX CORPORATE SEAL	
		TITLE			

PART 17—EXTRAORDINARY CONTRACTUAL ACTIONS TO FACILITATE THE NATIONAL DEFENSE

30. Section 17.502 is revised to read as follows:

§ 17.502 Executive Order No. 10789 of November 14, 1958 as amended by Executive Order 11051, of September 27, 1962.

The text of these executive orders are contained in 23 F.R. 8897, November 15, 1958, and 27 F.R. 9683, October 2, 1962.

PART 30—APPENDIXES TO ARMED SERVICES PROCUREMENT REGULATIONS

31. In § 30.2, revise items 304.7 and 401; and in § 30.3, revise item 307, as follows:

§ 30.2 Appendix B—Manual for control of Government property in possession of contractors.

304.7 Financial Control Accounts—(a) Industrial facilities. The contractor's property control system should be such as to provide semi-annually the dollar amount of Government-owned industrial facilities for each Military Department or Defense Agency, in the following classifications:

- (i) Land and rights therein;
- (ii) Utility distribution systems;
- (iii) Buildings, structures and improvements thereto, excluding plant equipment;
- (iv) Plant equipment, excluding production equipment and minor plant equipment; and
- (v) Production equipment.

The contractor's accounts will be susceptible to local reconciliation in total and subtotals as to whether contractor-acquired or Government-furnished. Reports of dollar amounts by the above classifications shall be furnished by the contractor to the property administrator upon request; but, such reports shall not be required more often than semi-annually.

(b) Material. The contractor shall furnish the total dollar amounts of all Govern-

ment material which may be in his possession and shall separately indicate the amount attributable to material which has been furnished by the Government, and material which has been acquired by the contractor, title to which is in the Government. However, the following types of Government material are exempted from reporting:

- (i) Scrap and salvage,
- (ii) Items forwarded to the contractor for repair and return to the Government,
- (iii) Work in process,
- (iv) Government material estimated to amount to less than \$2,500 on any one contract, and
- (v) Government shipping containers.

Such reports shall be furnished by the contractor upon the request of the property administrator: *Provided*, That such reports shall not be required more often than semi-annually. Bureau of the Budget Report Control Symbol No. 22-R232 has been assigned to the reports required under (a) and (b).

401 Identification. All Government property shall be recorded and identified as such by the contractor promptly upon receipt, and it shall remain so identified so long as it remains in the custody, control or possession of the contractor.

(a) Extent of identification. (1) As a general rule, all Government material and minor plant equipment shall be identified as Government property except in those cases where:

- (i) No materials or minor plant equipment of the same type at the same location are owned by the contractor, his employees, or other contracting agencies;
- (ii) Adequate physical control is maintained over tool-crib items, guard force items, protective clothing and other items issued for use by individuals in the performance of their work under the contract;
- (iii) Property is of bulk type or by its general nature of packing or handling precludes adequate marking, as may be determined by the property administrator; and
- (iv) Where property is commingled, as authorized by 206 of this section.

(2) Government-owned special tooling shall be marked with the designation of the Military Department responsible for funding and control of such tooling, as follows: Army—"USA", Navy—"USN", Air Force—

"USAF", and Defense Supply Agency—"USD", unless it is determined that such marking will damage the special tooling or is otherwise impracticable. Marking and identification procedures may be expanded by the Department having cognizance over the tooling to include end item reference, drawing number, and such other information as may be desired in a given case.

(3) Unless already marked in accordance with these instructions, all Government-owned plant equipment, including industrial reserve plant equipment, shall be marked by the contractor with a Government identification number, except minor plant equipment; or when the size of the equipment or nature of the material for which it is made makes it impracticable, and in which case such item will be assigned a Government identification number for record purposes, which number shall be shown in the plant equipment property records; or the equipment is accessory or auxiliary and attached to or otherwise a part of an item of plant equipment and is required for its normal operation (see 304.3(a) of this section), in which case such item shall be entered and described on the record of the equipment to which it is attached or of which it is otherwise a part. Once a Government identification number has been affixed to an item of plant equipment, the identification will be permanent and will not be changed so long as the equipment remains under the control of the same Military Department (but see (4) below). Identification shall be effected by affixing a metal, fibre, plastic, or other plate directly to the equipment; by using indelible ink, acid or electric etch, steel dies, or any other legible, permanent, conspicuous, and tamper-proof method. Identification shall consist of the following markings:

(i) An indication of Government ownership and of the Military Department responsible for funding and control of the plant equipment, as follows: Army—"USA", Navy—"USN", Air Force—"USAF", and Defense Supply Agency—"USD"; however, the identification "U.S." property shall not be charged solely to conform to the provisions of this paragraph.

(ii) A two-part identification number, furnished by the Government, consisting solely of numerals except as provided in (iii) below. The first part shall be the property account number, and the second part shall be a serial number. In case plant equipment furnished by the Government is already identified as property of a Military Department, no change shall be made in the markings, except as provided in (4) below.

(iii) In the case of items included within a standard Departmental registration system, for example, automotive, construction, or weight-handling equipment, application for a proper registration number will be made to the cognizant Department, which number shall be used in lieu of any other identification number.

(4) Government identification markings shall be removed prior to sale or scrapping. The markings so removed shall be shown on the appropriate documents involved. In the case of a transfer of funding and control responsibilities to other Military Departments, new Government identification markings, in accordance with the requirements of (2) or (3) above, may be affixed upon receipt of the equipment by the receiving Military Department.

(b) *Recording Government identification numbers.* Assigned Government property identification numbers will be recorded on all applicable receiving documents, shipping documents, and any other documents pertaining to the property accounts.

§ 30.3 Appendix C—Manual for control of Government property in possession of nonprofit research and development contractors.

307 *Identification.* All Government property shall be recorded and identified as such by the contractor promptly upon receipt, and it shall remain so identified so long as it remains in the custody, control or possession of the contractor.

(a) *Extent of identification.* (i) As a general rule, all Government material and minor plant equipment shall be identified as Government property except in those cases where—

(A) No materials or minor plant equipment of the same type at the same location are owned by the contractor, his employees, or other contracting agencies;

(B) Adequate physical control is maintained over tool-crib items, guard force items, protective clothing and other items issued for use by individuals in the performance of their work under the contract;

(C) Property is of bulk type or by its general nature of packing or handling precludes adequate marking, as may be determined by the property administrator; or

(D) Property is commingled, as authorized by 210 of this section.

(ii) Government-owned special tooling shall be marked with the designation of the Military Department responsible for funding and control of such tooling, as follows: Army—"USA", Navy—"USN", Air Force—"USAF", and Defense Supply Agency—"USD", unless it is determined that such marking will damage the special tooling or is otherwise impracticable. Marking and identification procedures may be expanded by the Department having cognizance over the tooling to include end item reference, drawing number, and such other information as may be desired in a given case. The identification "U.S." property shall not be changed solely to conform to the provisions of this paragraph;

(iii) Unless already marked in accordance with these instructions, all Government-owned plant equipment, including industrial reserve plant equipment, shall be marked by the contractor with a Government identification number, except minor plant equipment, or when the size of the equipment or the nature of the material from which it is made makes it impracticable, in which case such item will be assigned a Government identification number for record purposes, which number shall be shown in the plant equipment property record; or the equipment is accessory or auxiliary and attached to or otherwise a part of an item of plant equipment and is required for its normal operation, in which case such item shall be entered and described on the record of the equipment to which it is attached or of which it is otherwise a part. Once a Government identification number has been affixed to an item of plant equipment, the identification will be permanent and will not be changed so long as the equipment remains under the control of the same Military Department (but see (iv) below). Identification shall be effected by affixing a metal, fibre, plastic, or other plate directly to the equipment; by using indelible ink, acid or electric etch, steel dies, or any other legible, permanent, conspicuous, and tamper-proof method. Identification shall consist of the following markings:

(A) An indication of Government ownership and of the Military Department responsible for funding and control of the plant equipment, as follows: Army—"USA", Navy—"USN", Air Force—"USAF", and Defense Supply Agency—"USD"; however, the identification "U.S." property shall not be

changed solely to conform to the provisions of this paragraph;

(B) A two-part identification number, furnished by the Government, consisting solely of numerals except as provided in (C) below. The first part shall be the property account number, and the second part shall be a serial number. In case plant equipment furnished by the Government is already identified as property of a Military Department, no change shall be made in the markings, except as provided in (iv) below; and

(C) In the case of items included within a standard Departmental registration system, for example, automotive, construction, or weight-handling equipment, application for a proper registration number will be made to the cognizant Department, which number shall be used in lieu of any other identification number.

(iv) Government identification markings shall be removed prior to sale or scrapping. The markings so removed shall be shown on the appropriate documents involved. In the case of a transfer of funding and control responsibilities to other Military Departments new identification markings, in accordance with the requirements of (ii) or (iii) above, may be affixed upon receipt of the equipment by the receiving Military Department.

(b) *Recording Government identification numbers.* Assigned Government property identification numbers will be recorded on all applicable receiving documents, shipping documents, and any other documents pertaining to the property accounts.

J. C. LAMBERT,
Major General, U.S. Army,
The Adjutant General.

[F.R. Doc. 63-12240; Filed, Nov. 22, 1963;
8:45 a.m.]

Title 21—FOOD AND DRUGS

Chapter I—Food and Drug Administration, Department of Health, Education, and Welfare

SUBCHAPTER A—GENERAL

PART 8—COLOR ADDITIVES

Subpart D—Listing of Color Additives for Food Use Exempt From Certification

TAGETES MEAL; CONFIRMATION OF EFFECTIVE DATE

Pursuant to the provisions of the Federal Food, Drug, and Cosmetic Act (sec. 706(b) (1), (c), 74 Stat. 399, 402; 21 U.S.C. 376(b) (1), (c)), and in accordance with the authority delegated to the Commissioner of Food and Drugs by the Secretary of Health, Education, and Welfare (25 F.R. 8625) notice is given that no objections were filed to the order published in the FEDERAL REGISTER of October 5, 1963 (28 F.R. 10749), with reference to the color additive tagetes meal. Accordingly the amendment promulgated by that notice will become effective December 4, 1963.

(Sec. 706(b) (1), (c), 74 Stat. 399, 402; 21 U.S.C. 376(b) (1), (c))

Dated: November 19, 1963.

GEO. P. LARRICK,
Commissioner of Food and Drugs.

[F.R. Doc. 63-12267; Filed, Nov. 22, 1963;
8:50 a.m.]

relief sought. Objections may be accompanied by a memorandum or brief in support thereof. All documents shall be filed in quintuplicate.

Effective date. This order shall be effective on the date of its publication in the FEDERAL REGISTER.

GEO. P. LARRICK,
Commissioner of Food and Drugs.

[F.R. Doc. 63-12269; Filed, Nov. 22, 1963; 8:50 a.m.]

Title 15—COMMERCE AND FOREIGN TRADE

Chapter III—Bureau of International Commerce, Department of Commerce
SUBCHAPTER B—EXPORT REGULATIONS

[9th General Rev., Export Reg.; Amdt. 71]

PART 371—GENERAL LICENSES

Revision of Export Regulations

Section 371.51 *Supplement 1: Commodities subject to General License GHK or GLSA* is amended by substituting the following entries for entries presently on the list of commodities:

Commodity Description	Schedule B No.	Symbol
Carbon and graphite electrodes for furnace or electrolytic work, except those: (a) with smallest dimension 2 inches or over, or (b) made of pyrolytic graphite.	54730	H
Refractory crucibles, retorts, stoppers, and other carbon and graphite refractories, except those made of pyrolytic graphite.	54805	H
Carbon or graphite products, n.e.c., except: graphite greases and lubricants; spectroscopic carbons; graphite products having smallest dimension of 2 inches or over; and pyrolytic graphite and products.	54809	H

This amendment shall become effective as of November 14, 1963.

(Sec. 3, 63 Stat. 7; 50 U.S.C. App. 2023; E.O. 10945, 26 F.R. 4487; E.O. 11038, 27 F.R. 7003).

FORREST D. HOCKERSMITH,
Director, Office of Export Control.

[F.R. Doc. 63-12227; Filed, Nov. 22, 1963; 8:45 a.m.]

[9th General Rev., Export Regs.; Amdt. No. 70]

PART 371—GENERAL LICENSES

PART 385—EXPORTATIONS OF TECHNICAL DATA

Miscellaneous Amendments

1. Section 371.51 *Supplement 1: Commodities subject to General License GHK or GLSA* is amended by adding to the list the following entries:

Commodity description	Schedule B No.	Symbol
Home-type television receivers, with or without cabinets or tubes.	70815-70819	H
Automobile radio receiver antennas.	70886	H

of tylosin for intramuscular injection for specified conditions in swine. Therefore, pursuant to the provisions of the Federal Food, Drug, and Cosmetic Act (sec. 409(c)(1), 72 Stat. 1786; 21 U.S.C. 348(c)(1)), and under the authority delegated to the Commissioner by the Secretary of Health, Education, and Welfare (25 F.R. 8625), § 121.217 *Tylosin* is amended by redesignating items (1), (2), (3), and (4) in the table in paragraph (a) as 1, 2, 4, and 5, respectively, and by inserting in the table a new item designated "3." As amended the table reads:

Quantity	Limitations	Indications or use
1. In swine feed.		
Grams per ton		
(i) 10-20	Continuous use, 101 pounds to market weight; as tylosin phosphate.	Growth promotion and feed efficiency.
(ii) 20-40	Continuous use, 41-100 pounds animal weight; as tylosin phosphate.	
(iii) 20-100	Continuous use, up to 40 pounds animal weight; as tylosin phosphate.	
2. In swine drinking water.		
Grams per gallon		
0.25-1.0	Withdraw 48 hours prior to slaughter; administer not more than 10 days; as tylosin base.	Prevention or treatment of swine dysentery (vibronic).
3. For swine injection.		
Milligrams per pound of body weight		
1.0-4.0	For intramuscular injection; administer not more than 3 days; withdraw 4 days prior to slaughter; as tylosin base.	Treatment of erysipelas, pneumonia, dysentery (vibronic), arthritis due to pleuropneumonia-like organisms.
4. In chicken drinking water.		
Grams per gallon		
2-5	Withdraw 24 hours prior to slaughter; not to be administered to laying hens; administer not more than 5 days; as tylosin tartrate.	Prevention or treatment of chronic respiratory disease.
5. In turkey drinking water.		
Grams per gallon		
2	Withdraw 72 hours prior to slaughter; administer not more than 5 days; as tylosin tartrate.	Treatment of infectious sinusitis.

Any person who will be adversely affected by the foregoing order may at any time within 30 days from the date of its publication in the FEDERAL REGISTER file objectionable and the grounds for the objections. If a hearing is requested, the objections must state the issues for the hearing. A hearing will be granted if the objections are supported by grounds legally sufficient to justify the

SUBCHAPTER B—FOOD AND FOOD PRODUCTS

PART 121—FOOD ADDITIVES

Subpart C—Food Additives Permitted in Animal Feed or Animal-Feed Supplements

TYLOSIN

The Commissioner of Food and Drugs, having evaluated the petition (FAP 998) submitted by Corn States Laboratories, 1124 Harney Street, Omaha 2, Nebraska, and other relevant material, has concluded that the food additive regulations should be amended to provide for the use

RULES AND REGULATIONS

This item of the amendment shall become effective November 7, 1963.

2. Section 371.52 *Supplement 2; Commodities destined to Poland (including Danzig) which are excepted from General License GRO* is amended in the following respects:

a. The following entry is added to the list:

Schedule
B No. *Commodity description*
70362----- Digital voltmeters.¹

b. The following entry is substituted for the entry presently on the list:

Schedule
B No. *Commodity description*
70379----- Parts and accessories, n.e.c., specially fabricated for electrical and electronic quantity and characteristics measuring and testing instruments included above in Schedule B Nos. 70362, 70374, and 70379. (Specify by name.)¹

This item of the amendment shall become effective November 14, 1963, except that shipments of the above commodities removed from General License GRO for shipment to Poland (including Danzig) which were on dock for lading, on lighter, laden aboard an exporting carrier, or in transit to a port of exit pursuant to actual orders for export prior to 12:01 a.m., November 14, 1963, may be exported under the previous general license provisions up to and including December 9, 1963. Any such shipment not laden aboard the exporting carrier on or before December 9, 1963, requires a validated license for export.

3. Section 385.2 *General Licenses*, paragraph (c) *General License GTDU; unpublished technical data*, subparagraph (4) *Requirements of written assurance*, subdivision (ii) is amended by:

a. Redesignating (k) as (m); and
b. Adding the following new (k), (l), and (n):

(k) Automatic pipe welding machines capable of welding the joints of steel line pipe of a size greater than 19 inches o.d., and specially fabricated parts and accessories (Schedule B Nos. 70106 and 70108);

(l) Pipe mills specially designed for the manufacture of steel pipe of a size greater than 19 inches o.d., and specially fabricated parts and accessories (Schedule B No. 74480);

(n) Pyrolytic graphite (i.e., graphite and doped graphites produced by vapor deposition) in any form (Schedule B No. 54809); semifinished or finished materials or products containing pyrolytic graphite as a standing body, a coating,

a lining, or a substrate (Schedule B Nos. 54730, 54805, and 54809).

This item of the amendment shall become effective December 9, 1963.

(Sec. 3, 63 Stat. 7; 50 U.S.C. App. 2023; E.O. 10945, 26 F.R. 4487; E.O. 11038, 27 F.R. 7003)

FORREST D. HOCKERSMITH,
Director,
Office of Export Control.

[F.R. Doc. 63-12226; Filed, Nov. 22, 1963;
8:45 a.m.]

[9th General Rev., Export Reg.;
Amdt. P.L. 39]

PART 399—POSITIVE LIST OF COMMODITIES AND RELATED MATTERS

Additions and Substitutions to List

Section 399.1 *Appendix A—Positive List of Commodities* is amended in the following particulars:

1. The following commodities are added to the Positive List:

Dept. of Commerce Schedule B No.	Commodity description	Unit	Processing code and related commodity group	GLV dollar value limits	Validated license required	Commodity lists
<i>Petroleum and products</i>						
50351	Lubricating oils, except hydraulic [report hydraulic oils of petroleum origin in 50590; hydraulic oils, except of petroleum origin, in 82996]: Cylinder bright stock (including bright stock and industrial lubricating oils which are predominantly bright stock and have a Saybolt Universal Viscosity at 210° F. of 95 seconds or more) (bbl. of 42 gallons). ¹	Bbl.	PETR 2	1,000	RO	
<i>Other nonmetallic minerals and products (precious included)</i>						
54730	Carbon or graphite products (natural and artificial): Other pyrolytic graphite electrodes for furnace or electrolytic work. ²	Lb.	MINL 2	None	RO	
54805	Crucibles and other refractories of pyrolytic graphite. ²	No.	MINL 2	None	RO	
54809	Pyrolytic graphite, and products thereof n.e.c. ¹ -----	Lb.	MINL 2	None	RO	

¹ A validated license is presently required for exportations of this commodity to Poland (including Danzig).

² Section 371.51 of this chapter is amended to reflect the removal of these commodities from the list of commodities exportable under General License GHK.

2. The following entries set forth below are substituted for entries presently on the Positive List. Where the Positive List contains more than one entry under a Schedule B number, the entry to be superseded is identified by a numerical reference in parentheses following the commodity description of the revised entry:

Dept. of Commerce Schedule B No.	Commodity description	Unit	Processing code and related commodity group	GLV dollar value limits	Validated license required	Commodity lists
<i>Iron and steelmaking raw materials</i>						
60075	Iron and steel scrap [report scrap containing 5 percent or more nickel by weight in 65462; 5 percent or more cobalt by weight in 66429; and 1 percent or more tungsten by weight in 66487]: Other steel scrap, except terneplated scrap and tin-plated scrap which has not been detinned. (Specify type.) (See § 399.2, Interpretations 10 and 12.) (2) ¹⁴	S. ton	STEE 2	100	RO	
<i>Electrical machinery and apparatus</i>						
70824	Electronic equipment, n.e.c., and parts: Electron tubes and parts. [Report X-ray tubes in 70751]: Receiving-type tubes, n.e.c., except non-military versions of the types described or listed in § 399.2, Interpretation 13. [Report television picture tubes in 70832.] ¹⁴	No.	RARA 2	50	RO	
70840	Electron tubes, n.e.c.: Other electron tubes, n.e.c., except rectifier bulbs for automotive battery chargers; Geiger-Mueller counter tubes; proportional counter tubes; and except non-military versions of the types described or listed in § 399.2, Interpretation 13. [Specify type numbers and quantity of each type.] (8) ¹⁴	No.	RARA 2	50	RO	

See footnotes at end of table.

¹ For other items under this Schedule B number which require a validated license for shipments to Poland (including Danzig), see the Positive List (§ 399.1 of this chapter).

Dept. of Commerce Schedule B No.	Commodity description	Unit	Processing code and related commodity group	GLV dollar value limits	Validated license required	Commodity lists	01-A	2-25A	5CU4	6CA5
	<i>Metal cutting machine tools (nonportable) and parts and accessories, n.e.c.</i>						0A3	2-50A	5D21	6CA7
							0A4	2-150D	5D-22	6CB5
							0A5	2-240A	5DC5M	6CD6
							0C3	2-450-A	5DH8	6CF
							0D3	2-2000A	5DJ4	6CH6
							0Z4	2A3	5MD5	6CL5
							1A3	2A5	5R4	6CQ4
							1A4-P	2A6	5T4	6CU5
							1A5	2A7	5U4	6CU6
							1A6	2AC15	5V3	6D4
							1A7	2AS15A	5V4	6D6
							1AC5	2B3	5V6	6D7
							1AD4	2B7	5W4	6D8
							1AE5	2E5	5X3	6DA4
							1AG4	2E24	5X4	6DB5
							1AH4	2E26	5Y3	6DE4
							1AJ5	2E30	5Y4	6DG6
							1AK4	2H21	5Z3	6DM4
							1AK5	2SM15	5Z4	6DN6
							1AX2	2V2	6A3	6DN7
							1B3	2X2	6A5	6DN4
							1B4-P	2X1000A	6A6	6DQ5
							1B5	2X3000F	6A7	6DQ6
							1B7	3A2	6A8	6DT4
							1C	3A3	6AB5	6DY7
							1C1	3A8	6AB7	6DZ7
							1C5	3B	6AC5	6E5
							1C6	3B2	6AC7	6E6
							1C7	3B5	6AD4	6E7
							1C8	3B7/1291	6AD6	6EA7
							1D3	3B21	6AD7	6EF6
							1D5	3B22	6AE5	6EM7
							1D5-GP	3B25	6AE6	6EU8
							1D7	3B28	6AE7	6EX6
							1D8	3B29	6AF3	6EY6
							1E5-GP	3C	6AF6	6EZ5
							1E7	3C6/XXB	6AG7	6F
							1E8	3C23	6AH4	6F5
							1F5	3C24	6AH7	6F6
							1F6	3C31	6AJ7	6F7
							1F7	3C33	6AK4	6F8
							1G3	3CF	6AK7	6FD7
							1G4	3C/L	6AL3	6FE5
							1G5	3D6	6AL6	6FH6
							1G6	3D22	6AL7	6FJ7
							1H2	3E6	6AM5	6FM7
							1H4	3E22	6AM6	6FR7
							1H5	3E29	6AQ7	6FX7
							1H6	3Q5	6AR6	6FY7
							1J3	3W5000A3	6AS7	6FW5
							1J5	3W5000F3	6AU4	6G6
							1J6	3X2500A3	6AU5	6G11
							1K3	3X2500F3	6AV5	6GA7
							1LA4	3X3000A1	6AX3	6GC5
							1LA6	3X3000F1	6AX4	6GC6
							1LB4	4-65A	6AX5	6GE5
							1LC5	4-125A	6AX6	6GF5
							1LC6	4-250A	6AZ5	6GF7
							1LD5	4-400A	6AZ6	6GJ5
							1LE3	4-1000A	6B	6GL7
							1LG5	4B22	6B4	6GM5
							1LH4	4B23	6B5	6GT5
							1LN5	4B24	6B6	6GV5
							1N2	4B25	6B7	6GW6
							1N5	4B27	6B8	6H6
							1N6	4-B32	6B10	6HB5
							1P5	4D21	6BA5	6HC8
							1P29	4-E27	6BD4	6HU8
							1P37	4E27A/5-	6BD5	6HZ8
							1P39	125B	6BF7	6J3
							1P40	4W20000A	6BG6	6J5
							1P41	4X500A	6BG7	6J7
							1P42	4X500F	6BJ4	6J8
							1Q5	5A6	6BK4	6J9
							1Q8	5AR4	6B/L	6J11
							1S6	5AS4	6BL4	6JT8
							1T5	5AT4A	6BL7	6JZ8
							1T6	5AU4	6BQ6	6K4
							1-V	5AW4	6BX7	6K5
							1V2	5AX4	6BY5	6K6
							1V5	5AZ3	6C	6K7
							1V6	5AZ4	6C5	6K8
							1W4	5B	6C6	6K11
							1W5	5B24	6C7	6L5
							1X2	5C21	6C8	6L6
							1Y2	5C24	6C9	6L7
							1Z2	5C30	6C10	6M3
							2-01C	5CG4	6CA4	6M11

¹² The commodity coverage is increased, effective November 14, 1963.

¹⁴ The description is revised with no change in coverage.

¹⁵ On or after December 23, 1963, an import certificate (or a Hong Kong import license) will be required in support of a license application covering exports to the countries specified in § 373.2 of this chapter of the commodities added to the Positive List by this revision.

This amendment shall become effective as of November 14, 1963, unless otherwise specified in a footnote, and except that shipments of the commodities removed from general license to Country Group R or Country Group O destinations as a result of this amendment which were on dock for lading, on lighter, laden aboard an exporting carrier, or in transit to a port of exit pursuant to actual orders for export prior to 12:01 a.m., November 14, 1963, may be exported under the previous general license provisions up to and including December 9, 1963. Any such shipment not laden aboard the exporting carrier on or before December 9, 1963 requires a validated license for export.

(Sec. 3, 63 Stat. 7; 50 U.S.C. App. 2023; E.O. 10945, 26 F.R. 4487; E.O. 11038, 27 F.R. 7003)

FORREST D. HOCKERSMITH,
Director,
Office of Export Control.

[F.R. Doc. 63-12224; Filed, Nov. 22, 1963;
8:45 a.m.]

[9th General Rev., Export Regs.; Amdt.
P.L. 40]

PART 399—POSITIVE LIST OF COMMODITIES AND RELATED MATTERS

Receiving-Type and Electronic Tubes

Section 399.2 Appendix B—Commodity Interpretations is amended by revising Interpretation 13: Receiving-type tubes (Schedule B No. 70824) and electron tubes, n.e.c. (Schedule B No. 70840) to read as follows:

INTERPRETATION 13: RECEIVING-TYPE TUBES (SCHEDULE B No. 70824) AND ELECTRON TUBES, N.E.C. (SCHEDULE B No. 70840)

The non-military versions (glass or metal) of types of electron tubes described or listed below are excepted from the entries presently on the Positive List under Schedule B Nos. 70824 and 70840. This exception from the Positive List includes any of the listed non-military type tubes which may be prefixed by a symbol described below to identify the manufacturer, or suffixed by a symbol set forth below to indicate either a minor manufacturing modification of the original tube type or the type of glass envelope. Multiple branded tubes (those with more than one type number) are excepted when one of the type numbers is excepted.

Military versions of tubes are identified by the use of the letter "W" following any standard tube designation indicated below. For example, 6J5 and 5AW4 are not on the Positive List; however, 6J5W and 5AW4W are on the Positive List since the letter "W" following the standard designation indicates that it is a military version.

A prefix which identifies the tube manufacturer is not part of the tube type number and therefore does not affect the Positive List coverage. Examples of such prefixes are: CK; EE; EL; F; GL; HK; HY; ML; NL; NU; PL; RK; TS; UE; WE; and WL.

The following suffixes indicate minor manufacturing modifications or type of glass envelope: G and GT indicate different types of glass envelopes, and A, B, C, Ne, L and Y indicate minor manufacturing modifications of the original tube type.

Any tube listed below which includes a prefix or suffix other than those described above will be considered as being on the Positive List.

In addition to the types listed below, the following tubes are excepted from the Positive List: any single-ended glass envelope tube with a standard 7-pin miniature or a 9-pin noval base, and having a basic tube type number consisting of one or two digits followed by one or two letters followed by a single digit (for example, 1S4, 6C4, 12X4, 12AU7).

RULES AND REGULATIONS

6N6	7S7	12SY7	25DN6	83	304B	829B	5513	5895	6660	8002R	FG17
6N7	7V7	12V6	25DQ6	83-v	304TH	830B	5517	5915	6661	8005	FG27A
6P5	7W7	12W6	25EC6	84	304TL	832A	5518	5918	6662	8008	FG32
6P7	7X6	12Z3	25L6	84/6Z4	306	833A	5528	5919	6663	8013	FG33
6Q7	7X7	13EM7	25N6	85	308	834	5530	5923	6664	8020	FG41
6Q11	7Y4	13FD7	25T	85A1	308B	836	5530H	5963	6669	8032	FG57
6R4	7Z4	13FR7	25W4	89	311CH	837	5531	5964	6676	9951	FG81A
6R7	8B10	13GF7	25W6	100TH	313C	838	5541	5965	6677	C1B	FG95
6S7	8C25	13J10	25X6	100TL	315A	841	5545	5973	6678	C1J	FG97
6S8	8DC15	14A4	25Y5	102	319A	842	5550	5996	6679	C1K	FG98A
6SA7	8DS15	14A5	25Z4	103	320	845	5551	6000	6680	C3J	FG105
6SB7	8JT8	14A7	25Z5	105	321A	846	5552	6009	6681	C5F14	FG154
6SC6	8SN7	14AF7	25Z6	108	322	849	5553	6011	6691	C6J	FG280
6SC7	9C21	14B6	26	111H	323B	849A	5554	6012	6692	C16J	FP265
6SD7	9C22	14B8	26A7	112-A	331	849H	5555	6013	6696	CE-1-C	FP285
6SE7	9C23	14C5	26E6	115	332	851	5556	6014	6697	CE-1-D	FP400
6SF5	9C24	14C7	27	117L7/M7	333	852	5557	6015	6800	CE-11V-C	GF166
6SF7	9C25	14E6	28D7	117N7	338A	857B	5558	6028/408A	6801	CE-21-C	HF60
6SG7	9C28	14E7	28Z5	117P7	342A	858	5558/FG32	6044	6803	CE-22-C	HF100
6SH7	9C29	14F7	30	117Z3	342AA	859	5559	6046	6804	CE-23-C	HF120
6SJ7	9C30	14F8	30AG11	117Z4	343A	860	5560	6075	6807	CE-25-C	HF125
6SK7	9C31	14H7	31	117Z6	343AA	861	5561	6076	6808	CE-29-R	HF130
6SL7	9EF6	14J7	32	121	354	862A	5564	6077	6809	CE-30-C	HF140
6SN7	10	14N7	32L7	124A	356	865	5575	6078	6855	CE-41	HF150
6SQ7	10C8	14Q7	33	124R	357A	866A	5575/100	6079	6856	CE-42	HF175
6SR7	10EG7	14R7	34	125A	357B	868	5576	6082	6858	CE-59-R	HF200
6SS7	10EM7	14S7	35	126X6	379	869B	5576/200	6083	6859	CE-64-R	HF201
6ST7	10EW7	14W7	35/51	127A	393A	870A	5581	6146	6860	CE-91-R	HF250
6SU7	10FD7	14X7	35A5	129B	394A	872A	5582	6147	6864	CE-98-R	HF300
6SV7	10FR7	14Y4	35CD6	-134	395A	878	5583	6155	6871	EL1C	HF3000
6SZ7	10FG7	15	35L6	141	404	880	5584	6156	6878	EL3B	KC4
6T5	10JT8	15A8	35T	142	411	884	5592	6166	6883	EL3C	KY21A
6T7	10Y	15AF11	35Y4	146	414	885	5593	6179	6887	EL3C/L	NL604
6U4	11	15EA7	35Z3	148	440	889A	5604	6211	6893	EL3CF	NL606
6U5	11AR11	15FM7	35Z4	152	441	889RA	5604A	6228	6894	EL5BHD	NL614
6U6	12	15FY7	35Z5	152TH	444	891	5606	6231	6895	EL5BSTD	NL615
6U7	12A4	16	35Z6	152TL	450TH	891R	5618	6256	6908	EL6B	NL616
6V3	12A5	16AQ3	36	154	450TL	892	5619	6257	6921	EL6B/L	NL617
6V5	12A6	16F	37	159	468	892R	5630	6258	6925	EL6C	NL618
6V6	12A7	16X897	38	169	473	893A	5632	6278	6926	EL6CF	NL619
6V7	12A8	17AV5	39/44	170	490	893AR	5651	6347	6930	EL6CL	NL623
6W4	12AF3	17AX3	40	172	492	895R	5652	6348	6939	EL6F	NL625
6W5	12AH7	17AX4	40A1	175A	492R	898A	5653	6350	6953	EL16F	NL627
6W6	12AL11	17AY3	40B2	177A	495	917	5658	6356	6973	ELC1A	NL635
6W7	12AV5	17BQ6	41	180	498	918	5664	6360	6982	ELC1B	NL643
6X5	12AX3	17C5	42	199	500	919	5665	6366	6983	ELC1B/A	NL649
6Y3	12AX4	17C9	43	203A	501R	920	5666	6367	6989	ELC1J	NL653
6Y5	12AY3	17D4	45	203H	502	921	5667	6379	7007	ELC1K	NL710
6Y6	12B8	17DE4	45X674	204A	504R	922	5668	6388/443A	7012	ELC1K/B	NL714
6Y7	12BE3	17DM4	45Z5	207	505AX	923	5669	6398	7025	ELC3J	NL715
6Z5	12BQ6	17DQ4	46	211	508	924	5672	6399	7027	ELC3J/A	NL716
6Z7	12C8	17DQ6	47	211C	512AX	925	5678	6400	7030	ELC3J/AL	NL720
6ZY5	12CU6	17GE5	48	211D	520AX	926	5680	6405/1640	7043	ELC3J/L	NL720L
7A4	12D4	17GJ5	49	211H	523AX	927	5681	6420	7086	ELC4H1	NL730
7A5	12DM4	17GT5	50	212E	569AX	928	5682	6421	7094	ELC4H2	NL732
7A6	12DQ4	17GV5	50A1	217C	575A	929	5683	6421F	7120	ELC4H3	NL740
7A7	12DQ6	17GW6	50A5	220C	576A	930	5684	6422	7121	ELC4H4	NL741
7A8	12E5	17HC8	50AX6	220CA	592	935	5685	6423	7124	ELC4H5	NL760
7AD7	12EF6	17JZ8	50C6	220R	600	954	5696	6423F	7125	ELC5B	NL761
7AF7	12EN6	17L6	50CD6	221A	626	955	5720	6424	7185	ELC6A	NL1001
7AG7	12F5	17W4	50DC4	222A	629	956	5727	6425	7189	ELC6C	NL1005
7AH7	12G11	18A5	50EH5	224	632	991	5736	6425F	7199	ELC6H1	NL1022
7AJ7	12GC6	19	50FE5	228A	664	1000T	5741	6426	7206	ELC6H2	NL1051
7AK7	12GE5	19AU4	50L6	228R	670	1500T	5742	6427	7207	ELC6H3	NL1052
7B4	12GJ5	19BG6	50X6	232B	673	1609	5762	6504	7212	ELC6H4	NL1053
7B5	12GT5	19Q9	50Y6	232C	676	1612	5763	6509	7247	ELC6H5	NL1054
7B6	12GW6	20	50Y7	233	677	1613	5770	6511	7320	ELC6J	PJ21
7B7	12H6	21EX6	50Z6	234AR	678	1614	5771	6512	7408	ELC6J/A	PJ22
7B8	12J5	21GY5	50Z7	237A	750TL	1616	5779	6513	7543	ELC6J/F	RX21A
7C5	12J7	22	53	240	800	1619	5783	6514	7551	ELC6J/K	T106
7C6	12K7	22DE4	55	241B	801A	1620	5788	6515	7558	ELC6J/	TX-44-5
7C7	12K8	22BH3	56	242C	802	1621	5814	6525	7581	KF	V99
7C23	12L6	24	57	249B	803	1622	5822	6549	7717	ELC6J/	X99
7C24	12L8	24G	58	249C	804	1623	5823	6550	7723	KL	ZB60
7C26	12Q7	25A6	59	250R	805	1624	5824	6569	7724	ELC6J/L	ZB120
7C29	12S8	25A7	60B	250TH	806	1625	5830	6570	7786	ELC16H	ZB3000
7D21	12SA7	25AC5	65B	250TL	807	1626	5834	6576	7868	ELC16J	ZB3200
7E6	12SC7	25AU4	70A7	251A	808	1629	5835	6580	8000	ELC16J/A	
7E7	12SF5	25AV5	70L7	253	809	1631	5855	6623	8002	FC25	
7EY6	12SF7	25AX4	71	255B	810	1632	5856				
7F7	12SG7	25AX5	75	258B	811	1633	5867				
7F8	12SH7	25B5	75TH	261A	811A	1634	5869				
7G7	12SJ7	25B6	75TL	266B	812	1635	5871				
7H7	12SK7	25B8	76	267B	813	1701	5874				
7J7	12SL7	25BQ6	77	270A	814	1702	5875				
7K7	12SN7	25C6	78	276A	815	2000T	5879				
7L7	12SQ7	25CD6	79	279A	816	2050	5881				
7N7	12SR7	25CU6	80	284D	826	2051	5890				
7Q7	12SW7	25D4	81	298	827R	5331	5892				
7R7	12SX7	25D8	82	303	828	5332	5894				

This amendment shall become effective as of November 7, 1963.

(Sec. 3, 63 Stat. 7; 50 U.S.C. App. 2023; E.O. 10945, 26 F.R. 4487; E.O. 11038, 27 F.R. 7003)

FORREST D. HOCKERSMITH,
Director,
Office of Export Control.

[F.R. Doc. 63-12225; Filed, Nov. 22, 1963; 8:45 a.m.]

Title 39—POSTAL SERVICE

Chapter I—Post Office Department

PART 13—ADDRESSES

ZIP Code

The regulations of the Post Office Department in Part 13 are amended to include instructions under the ZIP Code System of addressing mail.

I. In § 13.1, as amended by 28 F.R. 1995, amend paragraph (d) to read as follows:

§ 13.1 General information.

* * * * *

(d) Include the ZIP code in all addresses and return addresses. See § 13.6.

* * * * *

II. In § 13.4 amend paragraph (b) to read as follows:

§ 13.4 Simplified address.

* * * * *

(b) *Occupant mail.* To address mail to a specific street number without addressing the occupant by name, or to a post office box without addressing the boxholder by name, the following style may be used (except as provided in paragraph (d) of this section):

Postal Patron (or Occupant, Householder, Resident, etc.)

(Street and Number, Including Apartment Number, if any, or Post Office box number)

(Post Office and State, or Local, and ZIP Code)

* * * * *

III. In § 13.5 add a new paragraph (e) to read as follows:

§ 13.5 Mailing list services.

* * * * *

(e) *ZIP coding of mailing lists.* The ZIP code will be added or corrected on mailing lists without charge. The list should be submitted to the local postmaster on printed or typed cards. Gummed labels, wrappers, envelopes or postal or post cards addressed for mailing use on a one-time basis will not be considered as mailing lists.

IV. Strike out § 13.6 and insert in lieu thereof the following:

§ 13.6 ZIP code system.

(a) *Description.* ZIP code is a five-digit coding system of mail sorting, distribution, and delivery, which identifies each post office and delivery unit and associates each with the sectional center or major office through which mail is routed for delivery. The first digit identifies the geographical area; the second and third digits, together with the first, identify the major city or sectional center, and the fourth and fifth digits identify the post office or other delivery unit.

(b) *Purpose.* The purpose of ZIP code is to achieve greater accuracy and speed in the dispatch and delivery of mail.

(c) *Placement of ZIP code digits.*

(1) The ZIP code should appear on the last line of both the address of destination and return address following the city and State. A space not less than

two-tenths inch is to be left between the last letter of the State and first digit of the code. When the State name is abbreviated, the use of a period is optional so long as the space precedes the ZIP code. A comma should not be inserted between the State name and ZIP code. Example:

Mr. Henry Brown
24789 Alaska Avenue
Chicago, Illinois 60652

(2) For large volume mailers where space or other factors make the positioning shown in subparagraph (1) of this paragraph impractical, the ZIP code may be carried as the bottom line of the address, indented not less than two-tenths inch, provided no characters or digits either precede or follow it. Example:

Mr. Harold Jones
1070 High Street
Hot Springs National Park, Ark.
71901

NOTE: The corresponding Postal Manual Part is 123.

(R.S. 161, as amended; 5 U.S.C. 22, 39 U.S.C. 501)

LOUIS J. DOYLE,
General Counsel.

[F.R. Doc. 63-12254; Filed, Nov. 22, 1963;
8:48 a.m.]

Title 32A—NATIONAL DEFENSE, APPENDIX

Chapter I—Office of Emergency Planning

[Defense Mobilization Order 8555.1]

DMO VII-1A—PROVIDING FOR TRANSFER TO THE DEPARTMENT OF DEFENSE OF MANAGEMENT OF DEPARTMENT OF DEFENSE EQUIP- MENT IN THE CENTRAL INVENTORY PRODUCTION EQUIPMENT GROUP

DMO VII-1B—PROVIDING FOR THE ESTABLISHMENT OF A DEFENSE MOBILIZATION PRODUCTION EQUIPMENT INVENTORY

DMO VII-4—ODM POLICY GUID- ANCE ON GOVERNMENT-OWNED PRODUCTION EQUIPMENT

DMO 8555.1—OEP POLICY GUID- ANCE ON GOVERNMENT-OWNED PRODUCTION EQUIPMENT

1. *Purpose.* This Order consolidates and revises existing policies on Government-owned production equipment, including machine tools, which policies are necessary to maintain a highly effective and immediately available machine tool and equipment reserve for the emergency preparedness program of the U.S. Government.

2. *Cancellation.* This Order supersedes Defense Mobilization Order VII-4 (Revised) of March 10, 1958 (23 F.R. 1727); DMO VII-1A (DMO-18, Amdt. 1 (18 F.R. 4518), redesignated at 18 F.R. 4597 and 18 F.R. 6736); and DMO VII-1B (DMO-18, Amdt. 2 (18 F.R. 4518) redesignated at 18 F.R. 4597 and 18 F.R. 6736).

3. *Scope and applicability.* The policies and provisions of this Order apply to all Federal Departments and Agencies having production equipment emergency preparedness functions assigned by Executive Orders. They shall relate to the classes of Government-owned production equipment listed in Appendix A of this Order. This Order is not designed to affect any existing leases of Government-owned production equipment. Such exceptions as from time to time may be necessary to the policy outlined herein shall be made only with prior approval of the Office of Emergency Planning.

4. *Definitions.* a. "Production equipment," as used herein includes all items of equipment having an acquisition cost of \$500.00 or more that fall within the categories of machinery and equipment listed in Appendix A of this Order.

b. "Idle production equipment," as used herein means all items of production equipment for which no use is contemplated or planned within 90 days, except such equipment as is devoted exclusively to maintenance or is on shipboard or assigned to owning agencies' developmental activities. Idle equipment does not include production equipment in packaged form, in standby lines, or in active base packages, unless or until it has been withdrawn therefrom and has no contemplated use for a 90-day period.

c. "Packaged form," as used herein means Government-owned production equipment assigned to a specific program, contractor, and plant in either an in-use, idle, or partially idle status and which equipment as an entirety, or when combined with equipment owned by the contractor, is capable of producing at a specific level, a particular military or defense-supporting item or items, at that plant, by that contractor, as defense requirements may necessitate.

d. "Standby line," as used herein means a complete set of installed Government-owned equipment, in an idle status, maintained intact in reserve condition and which, when activated, is capable of producing at a specific level of output.

e. "Active base package," as used herein means idle production equipment located in an active production facility when such equipment has been retained to provide production acceleration capability in the event of emergency, or to be used following a change-over to a new modified production item.

f. "Package," as used herein means those complements of production equipment held in packaged form, standby lines, and active base packages, as defined above.

5. *Disposition of production equipment—*a. *Policy—*(1) *Department of Defense.* Production equipment owned by the Department of Defense for which there exists a known or anticipated emergency preparedness need shall be held in efficient operating condition at or near the plants which will operate them in event of an emergency. In the event no such storage arrangement is possible, the equipment may be stored in central Government warehouses, but, in such cases, all efforts should be exerted to

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maintain intact complete complements of production equipment. In those cases in which complements of equipment are not wholly Government-owned, every effort should be made to keep together as much as possible of the total equipment complement.

(2) *Other Government agencies.* Production equipment owned by government agencies other than the Department of Defense, shall be stored adjacent to manufacturing establishments only if there exists a known or anticipated defense mobilization need therefor at such location and if storage arrangements provide for the maintenance of the equipment in efficient operating condition. Where adjacent storage is not required to meet a known or anticipated defense mobilization need, the equipment should be placed in storage by the owning agencies under the most economical arrangements that are compatible with maintenance of the equipment in efficient operating condition.

b. *Provisions.* (1) All equipment in packages shall be reviewed periodically to insure their essentiality to mobilization requirements and to guard against obsolescence. Packages or parts of packages found to be obsolete or no longer essential to mobilization requirements shall be reported as idle equipment to be screened for redistribution or disposal.

(2) In any instance in which a department or agency cannot meet urgent production schedules, because equipment essential to this end is not immediately available within the department or agency or cannot be promptly obtained from other Federal agencies or from private industry, equipment in packages shall be made available on a loan or replacement basis for this purpose. Upon termination of a loan, the borrowed equipment, if required, will be returned to its package.

(3) Continued maintenance of a modern and efficient production equipment mobilization base and planning and programming toward that objective should be advanced by the inclusion and consideration, where feasible, of requests for the following purposes as a part of the regular, annual cycle:

(a) Procurement of equipment to meet current production schedules, including equipment necessary to permit return of items borrowed from packages.

(b) Replacement of obsolete items in packages by equipment currently regarded as efficient for this purpose.

(c) Provision for modernization and replacement of production equipment to keep pace with technological advances in both munitions design and in equipment essential to its efficient production.

(4) *Non-defense leasing.* No Government-owned production equipment shall be leased for non-defense production purposes except when plans for such leasing have been prepared by the owning agencies and approved by the Office of Emergency Planning.

(5) *Uniform rental rates.* All new agreements and agreement renewals entered into by any agency of the Federal Government, under which private business establishments are provided with

Government-owned production equipment, shall be subject to the following schedule of rental rates (expressed as percentages of the installed acquisition cost of equipment):

Age of equipment:	Monthly rental rates (percent)
0 to 2 years.....	1 3/4
Over 2 to 6 years.....	1 1/2
Over 6 to 10 years.....	1
Over 10 years.....	3/4

These rental rates shall be uniformly charged by all Government agencies in leasing Government-owned equipment when the rental charge is to be a periodic cash payment or when it is to be utilized in computing a contract price reduction and shall be levied on an equipment availability basis without regard to the character or extent of its use under such agreements. No exception to the rates shall be made without prior Office of Emergency Planning approval.

(6) *Other leasing guidelines—(a) Contract provisions—i. Term.* Leasing agreements shall be drawn to cover the span of time needed to carry out their purpose, with latitude for adjustment to meet changed circumstances.

ii. *Purchase option.* A purchase option provision shall be included only in exceptional cases, or where prescribed by law.

iii. *Renewal option.* Provision for renewal shall be excluded from equipment leases.

iv. *Maintenance.* Agreements shall require that equipment be returned in the condition received, ordinary wear and tear excepted.

v. *Installation charges.* Agreements shall provide that the lessee bear installation charges in whatever manner is best suited to the particular circumstances.

vi. *Transportation in and out and removal costs.* Agreements shall provide that these costs be borne by the lessee in a manner best suited to the particular circumstances.

vii. *Equipment modernization costs.* Agreements shall provide that, when equipment is modernized by substantial rebuilding at Government expense, the acquisition cost of the equipment be adjusted upward to take account of the increased value that such rebuilding and modernization represents.

viii. *Statement of rental consideration.* For each contract, under which a private contractor is provided with Government-owned production equipment, a statement shall be included in the contract or the contract file, as appropriate, specifying the periodic dollar amount of rent to be paid, whether such payments are made in cash or are offset or credited against payments made to the contractor by the Government for end-products produced for Government account.

(b) *General considerations.* 1. Government lessor agencies should not be regarded as being in the leasing business as an end in itself or in the same sense as private industrial establishments.

ii. Government-owned production equipment should not be leased to private industry until its unavailability from private sources has been established.

iii. The rental rates and leasing guidelines outlined herein have no application to wholly-owned Government facilities operated by private contractors on a cost-plus-fee basis.

iv. Government agencies providing Government-owned production equipment to private contractors shall insure that no contractors are afforded a favored competitive position thereby.

6. *Central inventory and effective utilization of idle Government-owned production equipment including machine tools.* The following agencies are in possession of such equipment and tools or have the right of repossession in the interest of national defense:

Department of Defense.
Department of the Army.
Department of the Navy.
Department of the Air Force.
General Services Administration.
Atomic Energy Commission.
Department of Commerce.
Department of Health, Education, and Welfare.
National Aeronautics and Space Administration.

a. *Policy.* To accomplish effective utilization of these tools and equipment two central inventory records of idle Government-owned production equipment and machine tools (for those classes listed in Appendix A, or as may from time to time be determined by the Office of Emergency Planning with the advice of directly affected agencies) will be established and maintained, one in the Department of Defense, the other in the Department of Commerce. Army, Navy, and Air Force idle equipment will be reported to the former and that of all other Federal agencies to the latter. Transfers between agencies listed above will be accomplished in accordance with the provisions of the Federal Property and Administrative Services Act of 1949, as amended, and GSA regulations.

b. *Provisions.* (1) Equipment and tools in these central inventories will be made available to the agencies listed above on the basis of essentiality and urgency of needs.

(2) The Department of Defense will exercise the functions of recording, directing on-site inspection, and directing the issuance of shipping orders when reassignment within the Department of Defense is involved.

(3) The above listed agencies will furnish the information necessary (see Appendix B for minimum descriptive requirements) to establish and currently maintain such central inventories; provide for the expeditious shipment of such equipment and tools in accordance with Department of Defense or Department of Commerce instructions; and arrange for such transfer, lease, sale, or other disposition as may be necessary in the best interests of the Government and in conformity with property accountability requirements.

(4) Procedures implementing this directive will be established by the agencies concerned in consultation with each other and conform as nearly as is practical with existing procedures governing the present idle equipment inventories.

(5) The agencies listed above will submit to the Office of Emergency Planning all listings of production equipment which are excess to their needs prior to being reported to GSA for utilization and donation screening in accordance with the Federal Property and Administrative Services Act of 1959, as amended, and GSA regulations. Upon expiration of 30 days after submission of each listing, the agency concerned may proceed with reporting the equipment to GSA unless the Office of Emergency Planning directs otherwise.

7. Use of idle Government-owned production equipment for disaster relief—

a. Policy. Idle Government-owned production equipment in the central inventories maintained by the Department of Defense and the Department of Commerce will be made available as needed to producing establishments crippled by major disasters.

b. Provisions—(1) Determination of disaster. Determinations that particular events constitute major disasters will be made in accordance with Public Law 875, 81st Congress. Authority to arrange for the immediate leasing of such equipment to damaged facilities within major disaster areas, when necessary to the resumption of normal operations, is hereby granted to the Department of Defense and the Department of Commerce with respect to items in idle inventories. The procedure established in this section shall remain in effect only for such period of time as the areas in question are classified as disaster areas under authority of Public Law 875, 81st Congress, or until the Director of the Office of Emergency Planning shall find that the application of the procedure to those areas would no longer serve to meet the objectives of this section.

(2) Leases and rentals. Leases authorized for disaster relief shall be only for such period of time as is necessary for lessees to obtain delivery on equipment to replace that which has been damaged or destroyed. In no case shall a lease be entered into for more than a one-year term. If at the close of a one-year term replacements are still not available, an existing lease may be extended for an additional period until deliveries can be effected or one year, whichever is the shorter. Equipment leased for disaster relief shall be subject to the uniform leasing practices set forth in subsections 5b(5) and 5b(6) of this Order, except that the monthly rental charges shall begin 90 days after the arrival of the equipment at the lessee's plant.

(3) Issuance of authorizations. Authorizations to lease and ship will be is-

sued by the Department of Defense or Commerce within 24 hours of receipt of request, when duly constituted Department of Defense or Commerce officials find that such leasing is necessary to restore normal production. Details of the formal lease will be worked out as quickly as possible thereafter between the lessee and either the owning agency, or the General Services Administration acting for the owning agency.

8. Reports. Such reports of operations under this policy as may be required by the Office of Emergency Planning shall be submitted to the Director of the Office of Emergency Planning and made public at his discretion.

9. Effective date. This order is effective the date of issuance.

Dated: November 13, 1963.

JUSTICE M. CHAMBERS,
Acting Director,
Office of Emergency Planning.

APPENDIX A

CLASSES OF EQUIPMENT INCLUDED UNDER THE PROVISIONS OF THIS ORDER¹

Class number	1956 Department of Defense production equipment code	Description
1	3411-11 through 3411-99.	Boring machines.
2	3412-11 through 3412-99.	Broaching machines.
3	3413-11 through 3413-99.	Drilling machines.
4	3414-11 through 3414-99.	Gear cutting and finishing machines.
5	3415-11 through 3415-99.	Grinding machines.
6	3416-11 through 3416-99.	Lathes.
7	3417-11 through 3417-99.	Milling machines.
8	3418-11 through 3418-99.	Planers.
9	3419-11 through 3419-99.	Miscellaneous machine tools.
10	3441-11 through 3441-99.	Bending and forming machines.
11	3442-11 through 3442-99.	Hydraulic and pneumatic presses.
12	3443-11 through 3443-99.	Presses, mechanical power.
13	3444-11 through 3444-99.	Manual presses.
14	3445-11 through 3445-99.	Punching and shearing machines.
15	3446-11 through 3446-99.	Forging machinery and hammers.
16	3447-11 through 3447-99.	Wire and metal ribbon forming machines.
17	3448-11 through 3448-99.	Riveting machines and/or dimpling machines.
18	3449-11 through 3449-99.	Miscellaneous bending and forming machines.

¹ NOTE: Classes of equipment will from time to time be added to or deleted from this listing through issuance of Amendments to this Appendix.

APPENDIX B

MINIMUM INFORMATION TO BE FURNISHED IN REPORTING IDLE GOVERNMENT-OWNED PRODUCTION EQUIPMENT AND MACHINE TOOLS

- Standard commercial description.
- Standard commodity classification code.
- Government tag number.

- Location.
- Condition.
- Owning government agency.
- Manufacturer's name.
- Serial number.
- Opinion as to whether special, single purpose, or general purpose.

[F.R. Doc. 63-12241; Filed, Nov. 22, 1963; 8:46 a.m.]

Title 33—NAVIGATION AND NAVIGABLE WATERS

Chapter II—Corps of Engineers, Department of the Army

PART 202—ANCHORAGE REGULATIONS

Jamaica Bay, N.Y.

Pursuant to the provisions of section 1 of an Act of Congress approved April 22, 1940 (54 Stat. 150; 33 U.S.C. 180), § 202.60 is hereby amended prescribing a new paragraph (s-1) designating a special anchorage area in Jamaica Bay at Broad Channel, New York, wherein vessels not more than 65 feet in length, when at anchor, shall not be required to carry or exhibit anchor lights, effective 30 days after publication in the FEDERAL REGISTER, as follows:

§ 202.60 Port of New York and vicinity.

* * * * *

(s-1) *Jamaica Bay, south area.* That portion of Broad Channel westerly of a line bearing 190°30' from the northerly terminus of the New York City Transit Authority trestle across Broad Channel to latitude 40°35'50", longitude 73°49'06", and thence northerly of a line bearing 254° to the shore.

NOTE: The area will be principally for use by yachts and other recreational craft. Temporary floats or buoys for marking anchors will be allowed. The Captain of the Port of New York is authorized to issue permits for maintaining mooring buoys within the anchorage. The method of anchoring these buoys shall be as prescribed by the Captain of the Port. No vessel shall anchor in the anchorage in such manner as to interfere with the use of a duly authorized mooring buoy.

* * * * *

[Regs., October 31, 1963, 1507-32 (Jamaica Bay, N.Y.)—ENGW-ON] (Sec. 1, 54 Stat. 150; 33 U.S.C. 180)

J. C. LAMBERT,
Major General, U.S. Army,
The Adjutant General.

[F.R. Doc. 63-12239; Filed, Nov. 22, 1963; 8:45 a.m.]

Proposed Rule Making

FEDERAL AVIATION AGENCY

[14 CFR Part 507]

[Reg. Docket No. 2069]

PIAGGIO MODEL P.166 AIRCRAFT

Proposed Airworthiness Directive

The Federal Aviation Agency has under consideration a proposal to amend Part 507 of the Regulations of the Administrator to include an airworthiness directive for Piaggio Model P.166 aircraft. Several instances of cracks on the nose landing gear steering control unit have occurred due to fatigue. To correct this unsafe condition, this AD requires replacement of the shock absorber flanges with new flanges.

Interested persons are invited to participate in the making of the proposed rule by submitting such written data, views or arguments as they may desire. Communications should identify the regulatory docket number and be submitted in duplicate to the Federal Aviation Agency, Office of the General Counsel: Attention Rules Docket, Room A-103, 1711 New York Avenue NW., Washington D.C., 20553. All communications received on or before December 27, 1963, will be considered by the Administrator before taking action upon the proposed rule. The proposals contained in this notice may be changed in the light of comments received. All comments submitted will be available, both before and after the closing date for comments, in

the Rules Docket for examination by interested persons.

This amendment is proposed under the authority of sections 313(a), 601 and 603 of the Federal Aviation Act of 1958 (72 Stat. 752, 775, 776; 49 U.S.C. 1354(a), 1421, 1423).

In consideration of the foregoing, it is proposed to amend § 507.10(a) of Part 507 (14 CFR Part 507), by adding the following airworthiness directive:

PIAGGIO. Applies to all Model P.166 aircraft equipped with Magnaghi Modification 22027 or Modification 2-22027 shock absorbers.

Compliance required within the next 50 hours' time in service after the effective date of this AD.

Fatigue cracks have developed in service on nose landing gear steering control unit P/N's 4105-26 and 4105-31. To correct this condition, replace flanges in nose undercarriage unit as follows:

1. On aircraft equipped with Modification 2-22027 shock absorber, replace old flange P/N 4105.26 with new flange P/N 4105.26A.
2. On aircraft equipped with Modification 22027 shock absorber, replace old flange P/N 4105.31 with new flange P/N 4105.31A.
3. Accomplish replacement as provided for in Piaggio Service Bulletin No. 166-35 dated July 8, 1963.

(Piaggio Service Bulletin No. 166-35 dated July 8, 1963, covers the same subject.)

Issued in Washington, D.C., on November 19, 1963.

W. LLOYD LANE,
Acting Director,
Flight Standards Service.

[F.R. Doc. 63-12242; Filed, Nov. 22, 1963;
8:46 a.m.]

Notices

DEPARTMENT OF THE TREASURY

Coast Guard

[CGFR 63-77]

EQUIPMENT, INSTALLATIONS, OR MATERIALS

Approval and Termination of Approval Notice

1. Various items of lifesaving, fire-fighting, and miscellaneous equipment, installations, and materials used on merchant vessels subject to Coast Guard inspection or on certain motorboats and other pleasure craft are required by law and various regulations in 46 CFR Chapter I to be of types approved by the Commandant, United States Coast Guard. The procedures governing the granting of approvals, and the cancellation, termination or withdrawal of approvals are set forth in 46 CFR 2.75-1 to 2.75-50, inclusive. For certain types of equipment, installations, and materials, specific specifications have been prescribed by the Commandant and are published in 46 CFR Parts 160 to 164, inclusive (Subchapter Q—Specifications), and detailed procedures for obtaining approvals are also described therein.

2. The Commandant's approval of a specific item is intended to provide a control over its quality. Therefore, such approval applies only to the item constructed or installed in accordance with the applicable requirements and the details described in the specific approval. If a specific item when manufactured does not comply with the details in the approval, then such item is not considered to have the Commandant's approval, and the certificate of approval issued to the manufacturer does not apply to such modified item. For example, if an item is manufactured with changes in design or material not previously approved, the approval does not apply to such modified item.

3. After a manufacturer has submitted satisfactory evidence that a particular item complies with the applicable laws and regulations, a Certificate of Approval (Form CGHQ-10030) will be issued to the manufacturer certifying that the item specified complies with the applicable laws and regulations and approval is given, which will be in effect for a period of 5 years from the date given unless sooner canceled or suspended by proper authority.

4. The purpose of this document is to notify all concerned that certain approvals were granted, or terminated, as described in this document, during the period from August 7, 1963 to September 27, 1963 (List No. 21-63). These actions were taken in accordance with procedures set forth in 46 CFR 2.75-1 to 2.75-50, inclusive.

5. The delegations of authority for the Coast Guard's actions with respect to

approvals may be found in section 632 of Title 14, U.S. Code, and Treasury Department Orders 120 dated July 31, 1950 (15 F.R. 6521), 167-14 dated November 26, 1954 (19 F.R. 8026), 167-15 dated January 3, 1955 (20 F.R. 840), 167-20 dated June 18, 1956 (21 F.R. 4894), CGFR 56-28 dated July 24, 1956 (21 F.R. 5659), or 167-38 dated October 26, 1959 (24 F.R. 8857), and the statutory authority may be found in R.S. 4405, as amended, 4462, as amended, 4488, as amended, 4491, as amended, secs. 1, 2, 49 Stat. 1544, as amended, sec. 17, 54 Stat. 166, as amended, sec. 3, 54 Stat. 346, as amended, sec. 3, 70 Stat. 152 (46 U.S.C. 375, 416, 481, 489, 367, 526p, 1333, 390b), sec. 4(e), 67 Stat. 462 (43 U.S.C. 1333(e)), or sec. 3(c), 68 Stat. 675 (50 U.S.C. 198), and implementing regulations in 46 CFR Chapter I or 33 CFR Chapter I.

6. In Part I of this document are listed the approvals granted which shall be in effect for a period of 5 years from the dates granted, unless sooner canceled or suspended by proper authority.

7. In Part II of this document are listed the approvals which have been terminated. Notwithstanding this termination of approvals of the items of equipment as listed in Part II such equipment may be used so long as such equipment is in good and serviceable condition.

PART I—APPROVALS OF EQUIPMENT, INSTALLATIONS, OR MATERIALS

BUOYANT APPARATUS

Approval No. 160.010/30/0, 4.17' x 3.0' (8'' x 8'' body section) rectangular buoyant apparatus, fibrous glass reinforced plastic shell with unicellular plastic foam core, 7-person capacity, dwg. BA-2 dated June 6, 1958, and specification revised June 6, 1958, manufactured by The Plasti-Kraft Corp., Ozona Industrial Park, Ozona, Fla., effective September 12, 1963. (It is an extension of Approval No. 160.010/30/0 dated September 27, 1958, and change of address of manufacturer.)

Approval No. 160.010/31/0, 6.17' x 3.67' (9'' x 9'' body section) rectangular buoyant apparatus, fibrous glass reinforced plastic shell with unicellular plastic foam core, 13-person capacity, dwg. BA-2 dated June 6, 1958, and specification revised June 6, 1958, manufactured by The Plasti-Kraft Corp., Ozona Industrial Park, Ozona, Fla., effective September 12, 1963. (It is an extension of Approval No. 160.010/31/0 dated September 27, 1958, and change of address of manufacturer.)

WINCHES, LIFEBOAT

Approval No. 160.015/73/1, Type H-55A lifeboat winch for use with Type G-55P gravity davit, approved for a maximum working load of 5,500 pounds pull at the drums (2,750 pounds per fall), identified by sectional view dwg. 3684-3, revision C dated May 8, 1958, used only with Type G-55P gravity davit

(Approval No. 160.032/158/1), manufactured by Welin Davit and Boat Division of Continental Copper and Steel Industries, Inc., Perth Amboy, N.J., effective September 12, 1963. (It supersedes Approval No. 160.015/73/0 dated September 27, 1958.)

LIFE FLOATS

Approval No. 160.027/40/0, 4.17' x 3.0' (8'' x 8'' section) rectangular life float, fibrous glass reinforced plastic shell with unicellular plastic foam core, 6-person capacity, dwg. No. LF-2 dated June 6, 1958, and specification revised June 6, 1958, manufactured by The Plasti-Kraft Corp., Ozona Industrial Park, Ozona, Fla., effective September 12, 1963. (It is an extension of Approval No. 160.027/40/0 dated September 27, 1958, and change of address of manufacturer.)

Approval No. 160.027/41/0, 6.17' x 3.67' (9'' x 9'' body section) rectangular life float, fibrous glass reinforced plastic shell with unicellular plastic foam core, 11-person capacity, dwg. No. LF-2 dated June 6, 1958, and specification revised June 6, 1958, manufactured by The Plasti-Kraft Corp., Ozona Industrial Park, Ozona, Fla., effective September 12, 1963. (It is an extension of Approval No. 160.027/41/0 dated September 27, 1958, and change of address of manufacturer.)

DAVITS

Approval No. 160.032/158/1, Gravity davit, Type G-55P, for use with Type H-55A lifeboat winch, approved for a maximum working load of 11,000 pounds per set (5,500 pounds per arm), using two-part falls, identified by general arrangement dwg. 3684, revision G dated July 30, 1963, manufactured by Welin Davit and Boat Division of Continental Copper and Steel Industries, Inc., Perth Amboy, N.J., effective September 12, 1963. (It supersedes Approval No. 160.032/158/0 dated September 27, 1958.)

BUOYANT CUSHIONS, KAPOK OR FIBROUS GLASS

NOTE: Approved for use on motorboats of Classes A, 1, or 2 not carrying passengers for hire.

Approval No. 160.048/3/0, Group approval for rectangular and trapezoidal kapok buoyant cushions, U.S.C.G. Specification Subpart 160.048, sizes and weights of kapok filling to be as per Table 160.048-4(c) (1) (i), manufactured by The American Pad & Textile Co., 6230 Bienvenue Street, New Orleans, La., 511 North Solomon Street, New Orleans, La., and Fairfield, Calif., effective August 8, 1963. (It supersedes Approval No. 160.048/3/0 dated May 7, 1960, to show change in address of manufacturer.)

Approval No. 160.048/37/0, Group approval for rectangular and trapezoidal kapok buoyant cushions, U.S.C.G. Specification Subpart 160.048, sizes and weights of kapok filling to be as per Table 160.048-4(c) (1) (i), manufactured

by The American Pad & Textile Co., 6230 Bienvenue Street, New Orleans, La., for Montgomery Ward & Co., 619 West Chicago Avenue, Chicago 7, Ill., effective August 8, 1963. (It supersedes Approval No. 160.048/37/0 dated December 20, 1960, to show change in address of manufacturer.)

Approval No. 160.048/38/0, Special approval for 14" x 19" x 2" rectangular ribbed-type kapok buoyant cushion, 24-oz. kapok, The American Pad & Textile Co. dwg. Nos. A-409 dated September 28, 1956, and B-245 dated February 15, 1955, manufactured by The American Pad & Textile Co., 6230 Bienvenue Street, New Orleans, La., for Montgomery Ward & Co., 619 West Chicago Avenue, Chicago 7, Ill., effective August 8, 1963. (It supersedes Approval No. 160.048/38/0 dated December 20, 1960, to show change in address of manufacturer.)

Approval No. 160.048/99/0, Special approval for 15" x 15" x 2" rectangular kapok buoyant cushion, 20-oz. kapok, U.S.C.G. Specification Subpart 160.048, approval limited to 15" x 15" x 2" size only, manufactured by The American Pad & Textile Co., 6230 Bienvenue Street, New Orleans, La., for G. C. Murphy Co., 531 Fifth Avenue, McKeesport, Pa., effective August 8, 1963. (It supersedes Approval No. 160.048/99/0 dated August 3, 1962 to show change in address of manufacturer.)

Approval No. 160.048/154/0, Special approval for 17" diameter x 2" thick, round kapok buoyant cushion, 20-oz. kapok, dwgs. C-20 and A-103 dated June 15, 1959, manufactured by The American Pad & Textile Co., 6230 Bienvenue Street, New Orleans, La., 511 North Solomon Street, New Orleans, La., and Fairfield, Calif., effective August 8, 1963. (It supersedes Approval No. 160.048/154/0 dated September 3, 1959, to show change in address of manufacturer.)

BUOYS, LIFE, RING, UNICELLULAR PLASTIC

Approval No. 160.050/7/2, 20-inch ring life buoy, fibrous glass reinforced plastic shell with unicellular plastic foam core, specification dated February 22, 1960, Rev. 4, approved as alternate construction to that provided by U.S.C.G. Specification Subpart 160.050, manufactured by The Plasti-Kraft Corp., Ozona Industrial Park, Ozona, Fla., effective September 12, 1963. (It supersedes Approval No. 160.050/7/2 dated June 21, 1960, to show change of address of manufacturer.)

Approval No. 160.050/10/1, 24-inch ring life buoy, fibrous glass reinforced plastic shell with unicellular plastic foam core, specification dated February 22, 1960, Rev. 4, approved as alternate construction to that provided by U.S.C.G. Specification Subpart 160.050, manufactured by The Plasti-Kraft Corp., Ozona Industrial Park, Ozona, Fla., effective September 12, 1963. (It supersedes Approval No. 160.050/10/1 dated June 21, 1960, to show change in address of manufacturer.)

Approval No. 160.050/11/1, 30-inch ring life buoy, fibrous glass reinforced plastic shell with unicellular plastic foam core, specification dated February 22, 1960, Rev. 4, approved as alternate construction to that provided by U.S.C.G.

Specification Subpart 160.050, manufactured by The Plasti-Kraft Corp., Ozona Industrial Park, Ozona, Fla., effective September 12, 1963. (It supersedes Approval No. 160.050/11/1 dated June 21, 1960, to show change of address of manufacturer.)

BUOYANT VESTS, UNICELLULAR PLASTIC FOAM, ADULT AND CHILD

NOTE: Approved for use on motorboats of Classes A, 1, or 2 not carrying passengers for hire.

Approval No. 160.052/243/1, Type II, Model No. 500, adult unicellular plastic foam buoyant vest, dwg. Nos. CP-1 dated March 8, 1961, Rev. 1 dated June 24, 1963, and CP-0 dated March 13, 1961, Rev. 1 dated June 24, 1963, manufactured by Iowa Fibre Products, Inc., 2425 Dean Avenue, Des Moines, Iowa, effective September 12, 1963. (It supersedes Approval No. 160.052/243/0 dated June 18, 1963, to show change in construction.)

Approval No. 160.052/244/1, Type II, Model No. 501, child medium unicellular plastic foam buoyant vest, dwg. Nos. CP-2 dated March 10, 1961, Rev. 1 dated June 24, 1963, and CP-0 dated March 13, 1961, Rev. 1 dated June 24, 1963, manufactured by Iowa Fibre Products, Inc., 2425 Dean Avenue, Des Moines, Iowa, effective September 12, 1963. (It supersedes Approval No. 160.052/244/0 dated June 18, 1963, to show change in construction.)

Approval No. 160.052/245/1, Type II, Model No. 502, child small unicellular plastic foam buoyant vest, dwg. Nos. CP-0 and CP-3 dated March 13, 1961, Rev. 1 dated June 24, 1963, manufactured by Iowa Fibre Products, Inc., 2425 Dean Avenue, Des Moines, Iowa, effective September 12, 1963. (It supersedes Approval No. 160.052/245/0 dated June 18, 1963, to show change in construction.)

WORK VESTS, UNICELLULAR PLASTIC FOAM

Approval No. 160.053/16/0, Model 100, unicellular plastic foam work vest, Jones & Yandell dwg. No. 6 and materials specification dated June 17, 1963, manufactured by Jones & Yandell Division, American Tent Company, P.O. Box 270, Canton, Miss., for Seamac Corporation, 1505 Pere Marquette Building, New Orleans 12, La., effective September 12, 1963.

DECK COVERINGS

Approval No. 164.006/49/0, "Magnalith" magnesite type deck covering, identical to that described in Chartres Company, Inc., letters dated April 1, 1963, and May 20, 1963, approved for use without other insulating material as meeting Class A-60 requirements in a 1½-inch thickness, manufactured by Chartres Company, Inc., 2121 Chartres Street, New Orleans, La., effective September 4, 1963.

INCOMBUSTIBLE MATERIALS

Approval No. 164.009/37/0, "Foster Fiberseal Sealer" composition type incombustible material consisting solely of Foster 31126 Non-combustible Coating and Sealfas Open Weave Glass Cloth, identical to that referred to in National Bureau of Standards Test Report No. TG10210-1974:FP3363, dated April 30,

1956, formerly "Fiberseal," manufactured by Benjamin Foster Co., 4635-37 West Girard Avenue, Philadelphia 11, Pa., effective September 16, 1963. (It supersedes Approval No. 164.009/37/0 dated July 17, 1961, to show change of name of product.)

BOILERS (HEATING)

Approval No. 162.003/182/0, Way-Wolff heating boiler, size 3434-10E, maximum design steam pressure 30 p.s.i.; assembly and detail per Way-Wolff drawings H-432, H-426-4, H-426-5, H-442, and calculation sheets for size 3434-10E; approval limited to bare boiler, manufactured by Way-Wolff Associates, Inc., 45-10 Vernon Boulevard, Long Island City, N.Y., effective September 4, 1963.

PART II—TERMINATIONS OF APPROVAL OF EQUIPMENT, INSTALLATIONS, OR MATERIALS

LADDERS, EMBARKATION-DEBARKATION (FLEXIBLE)

Termination of Approval No. 160.017/27/2, Model E-1004D, Type II embarkation-debarkation ladder, chain suspension, steel ears, The Marine Ladder Mfg. Co. dwg. No. LC-104, Rev. 3, dated July 15, 1958, approval limited to ladders 65 feet or less in length, manufactured by Don D. Fleming Co., Inc., 460 Bay Street, San Francisco 11, Calif., effective August 7, 1963. (Approval terminated because item is no longer manufactured.)

LIFE RAFTS

Termination of Approval No. 162.018/16/1, Type 2680 pop safety relief valve, liquefied petroleum gas service, full nozzle type metal-to-metal seat, 300 p.s.i. maximum allowable pressure, dwg. No. 1394-B-CG, revision A dated June 1, 1953, approved for the following sizes and capacity ratings (discharge in cubic feet per minute measured at 60° F. and 14.7 p.s.i.a. and flow-rated at 110 percent of the set pressures):

Inlet size	Orifice designation	Set pressures p.s.i.g.			
		100	150	200	250
1	D	187	278	386	509
1	E	334	495	686	906
1, 1½	F	523	777	1,075	1,420
1½, 2	H	1,335	1,990	2,760	3,630
2, 2½	J	2,190	3,250	4,510	5,940
2½, 3	K	3,120	4,650	6,450	8,480
3, 4	L	4,850	7,210	10,000	13,150
4	N	7,380	11,000	15,200	20,000
4	P	10,850	16,150	22,400	29,500
6	Q	18,800	27,900	38,700	51,000
6	S	27,200	40,500	56,100	73,800

manufactured by Farris Engineering Corp., Palisades Park, N.J., effective August 7, 1963. (Approval terminated and expired August 7, 1963. Item is no longer manufactured.)

LIFEBOATS

Termination of Approval No. 160.035/375/0, 24.0' x 8.0' x 3.5' fibrous glass reinforced plastic, oar-propelled lifeboat, 40-person capacity, identified by general arrangement dwg. No. 80151, revision D dated June 25, 1958, manufactured by Welin Davit and Boat Division of Continental Copper & Steel Industries, Inc., Perth Amboy, N.J., effective September

27, 1963. (Approval expired and terminated September 27, 1963.)

Dated: November 18, 1963.

[SEAL] D. McG. MORRISON,
Vice Admiral, U.S. Coast Guard,
Acting Commandant.

[F.R. Doc. 63-12273; Filed, Nov. 22, 1963;
8:51 a.m.]

[CGFR 63-70]

EQUIPMENT, INSTALLATIONS, OR MATERIALS

Approval Notice

1. Various items of lifesaving, firefighting, and miscellaneous equipment, installations, and materials used on merchant vessels subject to Coast Guard inspection or on certain motorboats and other pleasure craft are required by law and various regulations in 46 CFR Chapter I to be of types approved by the Commandant, United States Coast Guard. The procedures governing the granting of approvals, and the cancellation, termination or withdrawal of approvals are set forth in 46 CFR 2.75-1 to 2.75-50, inclusive. For certain types of equipment, installations, and materials, specific specifications have been prescribed by the Commandant and are published in 46 CFR Parts 160 to 164, inclusive (Subchapter Q—Specifications), and detailed procedures for obtaining approvals are also described therein.

2. The Commandant's approval of a specific item is intended to provide a control over its quality. Therefore, such approval applies only to the item constructed or installed in accordance with the applicable requirements and the details described in the specific approval. If a specific item when manufactured does not comply with the details in the approval, then such item is not considered to have the Commandant's approval, and the certificate of approval issued to the manufacturer does not apply to such modified item. For example, if an item is manufactured with changes in design or material not previously approved, the approval does not apply to such modified item.

3. After a manufacturer has submitted satisfactory evidence that a particular item complies with the applicable laws and regulations, a Certificate of Approval (Form CGHQ-10030) will be issued to the manufacturer certifying that the item specified complies with the applicable laws and regulations and approval is given, which will be in effect for a period of 5 years from the date given unless sooner canceled or suspended by proper authority.

4. The purpose for this document is to notify all concerned that certain approvals were granted, as described in this document during the period from July 1, 1963 to August 30, 1963 (List Nos. 18-63 and 20-63). These actions were taken in accordance with procedures set forth in 46 CFR 2.75-1 to 2.75-50, inclusive.

5. The delegations of authority for the Coast Guard's actions with respect to approvals may be found in section 632 of Title 14, U.S. Code, and Treasury

Department Orders 120 dated July 31, 1950 (15 F.R. 6521), 167-14 dated November 26, 1954 (19 F.R. 8026), 167-15 dated January 3, 1955 (20 F.R. 840), 167-20 dated June 18, 1956 (21 F.R. 4894), CGFR 56-28 dated July 24, 1956 (21 F.R. 5659), or 167-38 dated October 26, 1959 (24 F.R. 8857), and the statutory authority may be found in R.S. 4405, as amended, 4462, as amended, 4488, as amended, 4491, as amended, secs. 1, 2, 49 Stat. 1544, as amended, sec. 17, 54 Stat. 166, as amended, sec. 3, 54 Stat. 346, as amended, sec. 3, 70 Stat. 152 (46 U.S.C. 375, 416, 481, 489, 367, 526p, 1333, 390b), sec. 4(e), 67 Stat. 462 (43 U.S.C. 1333(e)), or sec. 3(c), 68 Stat. 675 (50 U.S.C. 198), and implementing regulations in 46 CFR Chapter I or 33 CFR Chapter I.

6. In Part I of this document are listed the approvals granted which shall be in effect for a period of 5 years from the dates granted, unless sooner canceled or suspended by proper authority.

PART I—APPROVALS OF EQUIPMENT, INSTALLATIONS, OR MATERIALS

BUOYANT APPARATUS

Approval No. 160.010/38/0, 7.5' x 4.0' x (10½" x 10½" body section) rectangular aluminum buoyant apparatus with unicellular plastic foam core, 20-person capacity, dwg. No. 60071, Rev. A dated May 5, 1958, manufactured by Welin Davit and Boat Division of Continental Copper & Steel Industries, Inc., Perth Amboy, N.J., effective July 3, 1963. (It is an extension of Approval No. 160.010/38/0 dated July 4, 1958.)

Approval No. 160.010/39/0, 9.0' x 5.0' (10½" x 10½" body section) rectangular aluminum buoyant apparatus with unicellular plastic foam core, 26-person capacity dwg. No. 60072, Rev. A dated June 2, 1958, manufactured by Welin Davit and Boat Division of Continental Copper & Steel Industries, Inc., Perth Amboy, N.J., effective July 3, 1963. (It is an extension of Approval No. 160.010/39/0 dated July 4, 1958.)

LADDERS, EMBARKATION-DEBARKATION (FLEXIBLE)

Approval No. 160.017/11/2, Model CTL-6, Type II embarkation-debarkation ladder, chain suspension, steel rungs, dwg. No. CTL-6 dated January 14, 1952, revised November 21, 1956, manufactured by Great Bend Manufacturing Corp., 234 Godwin Avenue, Paterson, N.J., effective August 9, 1963. Approved for use where the height of the boat deck is from 55 feet to approximately 67 feet above the lightest seagoing draft and where stowage facilities require special consideration of the ladders used. Approval limited to ladders 55 to 67 feet in length. (It supersedes Approval No. 160.017/11/2 dated October 19, 1960, to show additional remarks.)

DAVITS

Approval No. 160.032/50/1, Gravity davit, type G135S, approved for a maximum working load of 27,000 pounds per set (13,500 pounds per arm) using 2-part falls, identified by general arrangement dwg. No. 3450 dated December 15, 1952, manufactured by Welin Davit and Boat Division of Continental Copper &

Steel Industries, Inc., Perth Amboy, N.J., effective August 7, 1963. (It is an extension of Approval No. 160.032/50/1 dated August 7, 1958.)

Approval No. 160.032/53/1, Mechanical davit, crescent sheath screw, type C-26, approved for a maximum working load of 5,070 pounds per set (2,535 pounds per arm), identified by general arrangement dwg. No. 1952 dated March 17, 1941, manufactured by Welin Davit and Boat Division of Continental Copper & Steel Industries, Inc., Perth Amboy, N.J., effective August 7, 1963. (It is an extension of Approval No. 160.032/53/1 dated August 7, 1958.)

Approval No. 160.032/135/0, Mechanical davit, aluminum straight boom sheath screw, type B-25A, approved for a maximum working load of 5,000 pounds per set (2,500 pounds per arm) using 5-part falls, identified by arrangement dwg. No. 3408 dated July 7, 1952, and revised June 9, 1953, manufactured by Welin Davit and Boat Division of Continental Copper & Steel Industries, Inc., Perth Amboy, N.J., effective August 7, 1963. (It is an extension of Approval No. 160.032/135/0 dated August 7, 1958.)

MECHANICAL DISENGAGING APPARATUS, LIFEBOAT

Approval No. 160.033/26/2, Rottmer type size 297 releasing gear, approved for a maximum working load of 40,570 pounds per set (20,285 pounds per hook), identified by assembly dwg. No. 60049 dated July 8, 1957, and revised December 2, 1957, manufactured by Welin Davit and Boat Division of Continental Copper & Steel Industries, Inc., Perth Amboy, N.J., effective July 1, 1963. (It supersedes Approval No. 160.033/26/2 dated March 25, 1963, to show correction in expiration date.)

Approval No. 160.033/43/2, Rottmer type L-1A releasing gear, approved for a maximum working load of 36,600 pounds per set (18,300 pounds per hook), identified by hoist gear assembly dwg. No. M-125-1-A dated March 27, 1950, and revised November 6, 1952, manufactured by Marine Safety Equipment Corp., Point Pleasant Beach, N.J., effective July 3, 1963. (It is an extension of Approval No. 160.033/43/2 dated July 4, 1958.)

LIFEBOATS

Approval No. 160.035/98/3, 22.0' x 7.50' x 3.17' steel, oar-propelled lifeboat, 31-person capacity, identified by general arrangement and construction dwg. No. 61R-2217 dated September 18, 1961, and revised April 24, 1962, manufactured by Lane Lifeboat and Davit Corp., 8920 26th Avenue, Brooklyn 14, N.Y., effective August 9, 1963. (It supersedes Approval No. 160.035/98/2 dated April 10, 1962.)

Approval No. 160.035/166/1, 30.0' x 10.0' x 4.0' steel, hand-propelled lifeboat, 72-person capacity, identified by general arrangement dwg. No. G-3072H dated October 1957, revised April 14, 1958, manufactured by C. C. Galbraith & Son, Inc., 99 Park Place, New York 7, N.Y., effective July 3, 1963. (It is an extension of Approval No. 160.035/166/1 dated July 4, 1958.)

Approval No. 160.035/201/2, 24.0' x 7.75' x 3.33' steel, hand-propelled life-

boat, 37-person capacity, identified by construction and arrangement dwg. No. 3182 dated August 4, 1952, and revised March 7, 1958, manufactured by Welin Davit and Boat Division of Continental Copper and Steel Industries, Inc., Perth Amboy, N.J., effective July 3, 1963. (It is an extension of Approval No. 160.035/201/2 dated July 4, 1958.)

Approval No. 160.035/288/1, 26.0' x 9.0' x 3.83' steel, oar-propelled lifeboat, 53-person capacity, identified by general arrangement and construction dwg. No. 49R-2658 dated January 15, 1952, revised April 23, 1958, manufactured by Lane Lifeboat and Davit Corp., 8920 26th Avenue, Brooklyn 14, N.Y., effective July 3, 1963. (It is an extension of Approval No. 160.035/288/1 dated July 4, 1958.)

Approval No. 160.035/289/1, 24.0' x 7.75' x 3.33' steel, oar-propelled lifeboat, 37-person capacity, identified by construction and arrangement dwg. No. 24-10, revision A dated April 18, 1958, manufactured by Marine Safety Equipment Corp., Point Pleasant Beach, N.J., effective July 3, 1963. (It is an extension of Approval No. 160.035/289/1 dated July 4, 1958.)

Approval No. 160.035/302/1, 20.0' x 6.5' x 2.6' steel, oar-propelled lifeboat, 20-person capacity, identified by general arrangement and construction dwg. No. 49R-2020-S dated November 7, 1952, revised April 21, 1958, manufactured by Lane Lifeboat and Davit Corp., 8920 26th Avenue, Brooklyn 14, N.Y., effective July 3, 1963. (It is an extension of Approval No. 160.035/302/1 dated July 4, 1958.)

Approval No. 160.035/360/0, 16.0' x 6.0' x 2.5' steel, oar-propelled lifeboat, 15-person capacity, identified by construction and arrangement dwg. No. 16-5, revision A dated May 5, 1958, manufactured by Marine Safety Equipment Corp., Point Pleasant Beach, N.J., effective July 3, 1963. (It is an extension of Approval No. 160.035/360/0 dated July 4, 1958.)

Approval No. 160.035/364/0, 30.0' x 10.0' x 4.13' aluminum, diesel-propelled lifeboat, Class "A", 63-person capacity, identified by construction and arrangement dwg. No. 80143 dated December 14, 1956, revised April 16, 1958, manufactured by Welin Davit and Boat Division of Continental Copper & Steel Industries, Inc., Perth Amboy, N.J., effective July 3, 1963. (It is an extension of Approval No. 160.035/364/0 dated July 4, 1958.)

Approval No. 160.035/369/0, 28.0' x 9.79' x 4.13' steel, hand-propelled lifeboat, 66-person capacity, identified by construction and arrangement dwg. No. 28-4G, revision B dated June 5, 1958, manufactured by Marine Safety Equipment Corp., Point Pleasant Beach, N.J., effective July 3, 1963. (It is an extension of Approval No. 160.035/369/0 dated July 4, 1958.)

Approval No. 160.035/377/0, 33.5' x 11.75' x 4.88' aluminum, hand-propelled lifeboat, 110-person capacity with independent air tanks, identified by construction and arrangement dwg. No. 80194 dated January 4, 1958, revised May 2, 1958, manufactured by Welin Davit and Boat Division of Continental Copper & Steel Industries, Inc., Perth Amboy, N.J., effective July 3, 1963. (It is an extension of Approval No. 160.035/377/0 dated July 4, 1958.)

Approval No. 160.035/382/0, 26.0' x 9.0' x 3.83' aluminum, hand-propelled lifeboat, 53-person capacity, identified by general arrangement dwg. No. 26-10D, revision B dated May 13, 1958, manufactured by Marine Safety Equipment Corp., Point Pleasant Beach, N.J., effective July 3, 1963. It is an extension of Approval No. 160.035/382/0 dated July 4, 1958.)

BUOYANT VESTS, KAPOK OR FIBROUS GLASS, ADULT AND CHILD

NOTE: Approved for use on motorboats of Classes A, 1, or 2 not carrying passengers for hire.

Approval No. 160.047/481/0, Type I, Model AK-1, adult kapok buoyant vest, U.S.C.G. Specification Subpart 160.047, manufactured by The American Pad and Textile Co., 6230 Bienvenue Street, New Orleans, La., for Gamble-Skogmo, Inc., 15 North Eighth Street, Minneapolis 3, Minn., effective June 11, 1963. (It supersedes Approval No. 160.047/481/0 dated January 11, 1961, to show change in address of manufacturer.)

BUOYANT CUSHIONS, KAPOK OR FIBROUS GLASS

NOTE: Approved for use on motorboats of Classes A, 1, or 2 not carrying passengers for hire.

Approval No. 160.048/223/0, Special approval for 14' x 17' x 2', rectangular ribbed-type kapok buoyant cushion, 21-oz. kapok, dwg. Nos. 1 and 2 dated June 18, 1963, manufactured by Style-Crafters, Inc., Box 3277, Station A, Greenville, S.C., effective July 1, 1963.

BUOYANT CUSHIONS, UNICELLULAR PLASTIC FOAM

NOTE: Approved for use on motorboats of Classes A, 1, or 2 not carrying passengers for hire.

Approval No. 160.049/52/0, Group approval for rectangular and trapezoidal unicellular plastic foam buoyant cushions, U.S.C.G. Specification Subpart 160.049, sizes to be as per Table 160.049-4(c)(1), manufactured by Buddy Schoellkopf Products, Inc., 8200 Sovereign Row, Dallas 7, Tex., effective August 9, 1963.

BUOYANT VESTS, UNICELLULAR PLASTIC FOAM, ADULT AND CHILD

NOTE: Approved for use on motorboats of Classes A, 1, or 2 not carrying passengers for hire.

Approval No. 160.052/128/1, Type II, Model FM-300, adult unicellular plastic foam buoyant vest, dwg. S.C. 160.052, sheet 1 dated June 24, 1963, Rev. 1 dated July 10, 1963; and sheet 2 dated March 8, 1961, Rev. 1 dated July 10, 1963, manufactured by Style-Crafters, Inc., P.O. Box 3277, Station A, Greenville, S.C., effective July 10, 1963. (It supersedes Approval No. 160.052/128/0 dated July 13, 1961.)

Approval No. 160.052/129/1, Type II, Model FM-320, child medium unicellular plastic foam buoyant vest, dwg. S.C. 160.052, sheet 1 dated June 24, 1963, Rev. 1 dated July 10, 1963; and sheet 3 dated March 10, 1961, Rev. 1 dated July 10, 1963, manufactured by Style-Crafters, Inc., P.O. Box 3277, Station A, Greenville, S.C., effective July 10, 1963. (It super-

sedes Approval No. 160.052/129/0 dated July 21, 1961.)

Approval No. 160.052/130/1, Type II, Model FM-310, child small unicellular plastic foam buoyant vest, dwg. S.C. 160.052, sheet 1 dated June 24, 1961, Rev. 1 dated July 10, 1963; and sheet 4 dated March 13, 1961, Rev. 1 dated July 10, 1963, manufactured by Style-Crafters, Inc., P.O. Box 3277, Station A, Greenville, S.C., effective July 10, 1963. (It supersedes Approval No. 160.052/130/0 dated July 21, 1961.)

Approval No. 160.052/183/1, Type II, Model No. 300, adult unicellular plastic foam buoyant vest, dwg. No. 1A dated June 24, 1963, Rev. 1 dated August 24, 1963, and dwg. No. 2 dated March 8, 1961, Rev. 2 dated June 24, 1963, manufactured by International Cushion Co., 1110 Northeast Eighth Avenue, Fort Lauderdale, Fla., effective August 30, 1963. (It supersedes Approval No. 160.052/183/0 dated October 8, 1962, to show change in construction.)

Approval No. 160.052/184/1, Type II, Model No. 400, child medium unicellular plastic foam buoyant vest, dwg. No. 1A dated June 24, 1963, Rev. 1 dated August 24, 1963, and dwg. No. 3 dated March 10, 1961, Rev. 2 dated June 24, 1963, manufactured by International Cushion Co., 1110 Northeast Eighth Avenue, Fort Lauderdale, Fla., effective August 30, 1963. (It supersedes Approval No. 160.052/184/0 dated October 8, 1962, to show change in construction.)

Approval No. 160.052/185/1, Type II, Model No. 500, child small unicellular plastic foam buoyant vest, dwg. No. 1A dated June 24, 1963, Rev. 1 dated August 24, 1963, and dwg. No. 4 dated March 13, 1961, Rev. 2 dated June 24, 1963, manufactured by International Cushion Co., 1110 Northeast Eighth Avenue, Fort Lauderdale, Fla., effective August 30, 1963. (It supersedes approval No. 160.052/185/0 dated October 8, 1962, to show change in construction.)

Approval No. 160.052/234/1, Type II, Model No. ACFL, adult unicellular plastic foam buoyant vest, dwg. No. 1 dated March 19, 1963, Rev. 1 dated July 19, 1963, and dwg. No. 2 dated March 19, 1963, manufactured by Ben-Sun Products Co., 70 South Railroad Street, New London, Ohio, effective August 9, 1963. (It supersedes Approval No. 160.052/234/0 dated April 11, 1963, to show change in construction.)

Approval No. 160.052/235/1, Type II, Model No. CCFM, child medium unicellular plastic foam buoyant vest, dwg. No. 1 dated March 19, 1963, Rev. 1 dated July 19, 1963, and dwg. No. 3 dated March 19, 1963, manufactured by Ben-Sun Products Co., 70 South Railroad Street, New London, Ohio, effective August 9, 1963. (It supersedes Approval No. 160.052/235/0 dated April 11, 1963, to show change in construction.)

Approval No. 160.052/236/1, Type II, Model No. CCFS, child small unicellular plastic foam buoyant vest, dwg. No. 1 dated March 19, 1963, Rev. 1 dated July 19, 1963, and dwg. No. 4 dated March 19, 1963, manufactured by Ben-Sun Products Co., 70 South Railroad Street, New London, Ohio, effective August 9, 1963. (It supersedes Approval No. 160.052/236/0

dated April 11, 1963, to show change in construction.)

SAFETY VALVES (STEAM HEATING BOILERS)

Approval No. 162.012/22/0, Type 1541 and 1543 safety valve, bronze body, for steam heating boilers, unfired steam generators and reduced-pressure steam lines, dwg. No. 307643 dated May 28, 1963, approved for a maximum pressure of 30 p.s.i. for sizes $\frac{3}{4}$ ", 1", $1\frac{1}{4}$ ", $1\frac{1}{2}$ ", 2", and $2\frac{1}{2}$ " in the capacities shown below:

CAPACITY (POUNDS/HOUR) AT 30 P.S.I.

Orifice	Designation
DRL-----	75
D-----	226
E-----	403
F-----	632
G-----	1035
H-----	1615
J-----	2650

manufactured by Manning, Maxwell & Moore, Inc., Alexandria, La., effective August 27, 1963. This valve is similar to Type 1551-M, Approval No. 162.012/1/1 dated December 8, 1959.

FLAME ARRESTERS, BACKFIRE (FOR CARBURETORS)

Approval No. 162.015/86/0, Model No. B175-23 backfire flame arrester for carburetors, dwg. No. B175-23 flame arrester assembly dated June 20, 1962, manufactured by The Bendix Corporation, Zenith Carburetor Division, 696 Hart Avenue, Detroit 14, Mich., effective August 7, 1963. Small changes from Model No. B175-22, Approval No. 162.015/82/0.

Approval No. 162.015/87/0, Series 300-8, backfire flame arrester for carburetors, 4.06" diameter carburetor throat opening as shown on Barbron dwg. "Flame Arrester Assembly, Series 300-8," manufactured by Barbron Corporation, 14580 Lesure Avenue, Detroit 27, Mich., effective August 27, 1963. Approval based on previous approvals 162.-015/64, -65, -66, -67, -68, and -69. Dimensional changes and slight change of configuration of carburetor throat opening. Previous approvals based on laboratory tests. No change of materials.

VALVES, PRESSURE-VACUUM RELIEF AND SPILL

Approval No. 162.017/47/1, Figure No. 37 duplex pressure vacuum relief valve, enclosed pattern, without unloader, weight-loaded poppets, all bronze construction, dwg. No. C-495-D, revision D dated April 16, 1953, approved for 4" tank connection and 6" victaulic vent header connection (4" x 6"), manufactured by Varec, Inc., 2820 North Alameda Street, P.O. Box 4429, Compton, Calif., effective August 7, 1963. (It is an extension of Approval No. 162.017/47/1 dated August 7, 1958, and change of name and address of manufacturer.)

Approval No. 162.017/48/1, Figure No. 37A duplex pressure vacuum relief valve, enclosed pattern fitted with vacuum valve unloader, weight-loaded poppets, all bronze construction, dwg. No. C-495-D, revision D dated April 16, 1953, approved for 4" tank connection and 6" victaulic vent header connection (4" x 6"), manufactured by Varec, Inc., 2820 North Alameda Street, P.O. Box 4429,

Compton, Calif., effective August 7, 1963. (It is an extension of Approval No. 162.017/48/1 dated August 7, 1958, and change of name and address of manufacturer.)

Approval No. 162.017/49/1, Figure No. 37B duplex pressure vacuum relief valve, enclosed pattern, fitted with pressure valve unloader, weight-loaded poppets, all bronze construction, dwg. No. C-495-D, revision D dated April 16, 1953, approved for 4" tank connection and 6" victaulic vent header connection (4" x 6"), manufactured by Varec, Inc., 2820 North Alameda Street, P.O. Box 4429, Compton, Calif., effective August 7, 1963. (It is an extension of Approval No. 162.017/49/1 dated August 7, 1958, and change of name and address of manufacturer.)

Approval No. 162.017/50/1, Figure No. 73 pressure only relief and spill valve, atmospheric pattern, flanged connection, weight-loaded poppet, all bronze construction, dwg. No. C-503-C, revision C dated October 2, 1952, approved for 3" and 6" pipe sizes, manufactured by Varec, Inc., 2820 North Alameda Street, P.O. Box 4429, Compton, Calif., effective August 7, 1963. (It is an extension of Approval No. 162.017/50/1 dated August 7, 1958, and change of name and address of manufacturer.)

Approval No. 162.017/51/1, Figure No. 73A, pressure only relief and spill valve, atmospheric pattern, screwed connection, weight-loaded poppet, all bronze construction, dwg. No. C-503-C, revision C dated October 2, 1952, approved for 3" and 6" pipe sizes, manufactured by Varec, Inc., 2820 North Alameda Street, P.O. Box 4429, Compton, Calif., effective August 7, 1963. (It is an extension of Approval No. 162.017/51/1 dated August 7, 1958, and change of name and address of manufacturer.)

Approval No. 162.017/71/0, Figure No. 732 pressure vacuum relief valve, atmospheric pattern, screwed connection, weight-loaded poppets, all bronze construction, dwg. No. C-1809 dated April 2, 1952, approved for $2\frac{1}{2}$ ", 3", and 4" pipe sizes, manufactured by Varec, Inc., 2820 North Alameda Street, P.O. Box 4429, Compton, Calif., effective August 7, 1963. (It is an extension of Approval No. 162.017/71/0 dated August 7, 1958, and change of name and address of manufacturer.)

Approval No. 162.017/72/0, Figure No. 734 pressure vacuum relief valve, enclosed pattern, without unloader, weight-loaded poppets, all bronze construction, dwg. No. C-1806-A revision A dated May 13, 1952, approved for 4" pipe size, manufactured by Varec, Inc., 2820 North Alameda Street, P.O. Box 4429, Compton, Calif., effective August 7, 1963. (It is an extension of Approval No. 162.017/72/0 dated August 7, 1958, and change of name and address of manufacturer.)

Approval No. 162.017/73/0, Figure No. 734A pressure vacuum relief valve, enclosed pattern, fitted with vacuum valve unloader, weight-loaded poppets, all bronze construction, dwg. No. C-1807-A, revision A dated May 13, 1952, approved for 4" pipe, manufactured by Varec, Inc., 2820 North Alameda Street, P.O. Box 4429, Compton, Calif., effective August 7, 1963. (It is an extension of Approval

No. 162.017/73/0 dated August 7, 1958, and change of name and address of manufacturer.)

Approval No. 162.017/74/0, Figure No. 734B pressure vacuum relief valve, enclosed pattern, fitted with pressure valve unloader, weight-loaded poppets, all bronze construction, dwg. No. C-1808-A, revision A dated May 13, 1952, approved for 4" pipe size, manufactured by Varec, Inc., 2820 North Alameda Street, P.O. Box 4429, Compton, Calif., effective August 7, 1963. (It is an extension of Approval No. 162.017/74/0 dated August 7, 1958, and change of name and address of manufacturer.)

Approval No. 162.017/75/1, Figure No. 735 pressure vacuum relief valve, atmospheric pattern, flanged inlet, weight-loaded poppets, all bronze construction, dwg. No. C-1810, dated April 3, 1952, approved for $2\frac{1}{2}$ ", 3", and 4" pipe sizes, manufactured by Varec, Inc., 2820 North Alameda Street, P.O. Box 4429, Compton, Calif., effective August 7, 1963. (It supersedes without change Approval No. 162.017/75/1 dated June 21, 1960, to show change in name and address of manufacturer.)

Approval No. 162.017/76/1, Figure No. 735A, pressure vacuum relief valve, atmospheric pattern, screwed connection, weight-loaded poppets, all bronze construction, dwg. No. C-1810 dated April 3, 1952, approved for $2\frac{1}{2}$ " and 4" pipe sizes, manufactured by Varec, Inc., 2820 North Alameda Street, P.O. Box 4429, Compton, Calif., effective August 7, 1963. (It supersedes without change Approval No. 162.017/76/1 dated June 21, 1960, to show change in name and address of manufacturer.)

SAFETY RELIEF VALVES, LIQUEFIED COMPRESSED GAS

Approval No. 162.018/35/1, 4" Style JQ safety relief valve for liquefied chlorine service (corrosive), dwg. No. C-38572, Rev. A dated February 11, 1958, approved for a maximum set pressure of 300 p.s.i., discharge capacity 15,350 cubic feet per minute of air measured at 60° F. and 14.7 p.s.i.a., manufactured by Crosby Valve & Gage Co., Wrentham, Mass., effective July 3, 1963. (It is an extension of Approval No. 162.018/35/1 dated July 4, 1958.)

Approval No. 162.018/56/1, 2600 Series pop safety relief valve, liquefied petroleum gas service, full nozzle type, metal-to-metal seat, 300 p.s.i. maximum allowable pressure; Type Nos. 26DA12-140 to 26RA12-140, 26FB11-140 to 26RB11-140, 26DA11-140 to 26RA11-140, and 26FB12-140 to 26RB12-140, inlet flange rating 300; 26DA10-140 to 26RA10-140 and 26FB10-140 to 26RB10-140, inlet flange rating 150; temperature range minus 20 to 450; 26DA61-140 to 26RA61-140, 26FB61-140 to 26RB61-140, 26DA62-140 to 26RA62-140, and 26FB62-140 to 26RB62-140, inlet flange rating 300; 26DA60-140 to 26RA60-140 and 26FB60-140 to 26RB60-140, inlet flange rating 150; temperature range minus 21 to minus 75; approved for inlet diameters of 1 inch through 6 inches for a maximum set pressure of 250 p.s.i.g., dwg. Nos. 12796-B dated March 18, 1963; 12796-X1-B, 12796-X2-B, 12796-X3-B, 12796-X4-B, 12796-X5-B dated July 12, 1963;

12796-X6-B, 12796-X7-B, 12796-X8-B, 12796-X9-B, 12796-X10-B, and 12796-X11-B dated July 15, 1963, manufactured by Farris Engineering Corporation, Palisades Park, N.J., effective August 9, 1963. (It supersedes Approval No. 162.018/56/0 dated March 29, 1963. In effect, it supersedes Type 2680 pop safety relief valve, Approval Certificate No. 162.018/16/1 which expired on August 7, 1963, and 2600 Series pop safety relief valve, Approval No. 162.018/56/0 dated March 29, 1963, to include other 2600 Series type numbers.)

INCOMBUSTIBLE MATERIALS

Approval No. 164.009/28/1, "B-E-H Spun Felt" mineral wool insulation type incombustible material identical to that described in National Bureau of Standards Report Nos. TG10210-1921:FP3257 dated December 16, 1954, and TG10210-2021:FP3448 dated May 6, 1958, approved in a density of from 2½ to 4 pounds per cubic foot, manufactured by Baldwin-Ehret-Hill, Inc., 500 Breunig Avenue, Trenton 2, N.J., effective July 3, 1963. (It is an extension of Approval No. 164.009/28/1 dated July 4, 1958.)

Approval No. 164.009/47/0, "Superfine HTB Fiber Glass," glass wool insulation type incombustible material identical to that described in National Bureau of Standards Test Report No. TG10210-2022:FP3449 dated May 7, 1958, approved in a ½ to 1½ pounds per cubic foot density, manufactured by Pittsburgh Plate Glass Company, One Gateway Center, Pittsburgh 22, Pa., effective July 3, 1963. (It is an extension of Approval No. 164.009/47/0 dated July 4, 1958.)

FIXED FIRE EXTINGUISHING SYSTEM

Cardox Low Pressure Carbon Dioxide Marine Fire Extinguishing System, Schematic dwg. Nos. FC-33140, Rev. C dated May 6, 1954, FC-40424 dated May 17, 1957, FC-40425 dated May 17, 1957, and Drawing List No. FD-32501, Rev. C dated April 8, 1958, manufactured by Cardox, Division of Chemetron Corporation, 840 North Michigan Avenue, Chicago 11, Ill., effective July 5, 1963. (It is an extension of Approval File:JJ/162.021/Cardox dated July 4, 1958, and change of name and address of manufacturer.)

SEMI-PORTABLE FIRE EXTINGUISHING SYSTEM

Ansul Model S-1000-A, 1000-lb. dry chemical stationary type fire extinguisher unit, semiportable fire extinguishing system, assembly dwg. No. 1505, Rev. 10 dated February 5, 1957, name plate dwg. No. 6023, Rev. 1 dated February 28, 1957, parts index No. S-1000-A issued June 4, 1957 (Coast Guard classification: Type B, Size V; and Type C, Size V), manufactured by Ansul Chemical Co., Marinette, Wis., effective July 5, 1963. (It is an extension of Approval File:JJ/162.022/Ansul dated July 4, 1958.)

Ansul Model S-2000-B, 2000-lb. dry chemical stationary type fire extinguisher unit, semiportable fire extinguishing system, one-outlet assembly dwg. No. 5970, Rev. 1 dated November 26, 1957, two-outlet assembly dwg. No. 2041,

Rev. 8 dated April 30, 1957, nameplate dwg. No. 6024 dated February 28, 1957, one-outlet parts index No. S-2000-B issued May 31, 1957, two-outlet parts index S-2000-B, Rev. 1 dated January 28, 1957 (Coast Guard classification: Type B, Size V; and Type C, Size V), manufactured by Ansul Chemical Co., Marinette, Wis., effective July 5, 1963. (It is an extension of Approval File: JJ/162.022/Ansul dated July 4, 1958.)

Ansul Model S-500-A, 500-lb. dry chemical stationary type fire extinguisher unit, semiportable fire extinguishing system, assembly dwg. No. 1444, Rev. 13 dated December 31, 1957, nameplate dwg. No. 6134, Rev. 2 dated December 31, 1957, parts index No. S-500-A issued May 31, 1957 (Coast Guard classification: Type B, Size V; and Type C, Size V), manufactured by Ansul Chemical Co., Marinette, Wis., effective July 5, 1963. (It is an extension of Approval File: JJ/162.022/Ansul dated July 4, 1958.)

Fire Guard Models 50A-WM-4370, 50A-WM2-4373, and 50A-WM4-4376, 50-lb. hose reel semiportable fire extinguishing systems having one or more 50-lb. carbon dioxide cylinders, assembly dwgs. 50A-WM-4370 dated November 11, 1957; 50A-WM2-4373 dated February 18, 1957; and 50A-WM4-4376 dated November 18, 1957; and nameplate dwg. B-999-11612 dated August 14, 1963 (Coast Guard classification: Type B, Size IV; and Type C, Size IV), manufactured by The Fire Guard Corporation, 1685 Shermer Road, Northbrook, Ill., effective August 27, 1963.

Fire Guard Models 75A-WM-13767, 75A-WM2-13768, 75A-WM4-31769, 75-lb. hose reel semiportable fire extinguishing systems having one or more 75-lb. carbon dioxide cylinders, assembly dwgs. 75A-WM-31767 and 75A-WM2-13768 dated February 27, 1961; and 75A-WM4-13769 dated February 28, 1961; and nameplate dwg. 999-13766 dated August 14, 1963 (Coast Guard classification: Type B, Size IV; and Type C, Size IV), manufactured by The Fire Guard Corporation, 1685 Shermer Road, Northbrook, Ill., effective August 27, 1963.

General Models 50A-WM-4370, 50A-WM2-4373, and 50A-WM4-4376, 50-lb. hose reel semiportable fire extinguishing systems having one or more 50-lb. carbon dioxide cylinders, assembly dwgs. 50A-WM-4370 dated November 11, 1957; 50A-WM2-4373 dated February 18, 1957; and 50A-WM4-4376 dated November 18, 1957; and name plate dwg. B-999-11612 dated August 14, 1963 (Coast Guard classification: Type B, Size IV; and Type C, Size IV), manufactured by The General Fire Extinguisher Corporation, 6801 Rising Sun Avenue, Philadelphia, Pa., and 8740 Washington Boulevard, Culver City, Calif., effective August 27, 1963.

General Models 75A-WM-13767, 75A-WM2-13768, and 75A-WM4-13769, 75-lb. hose reel semiportable fire extinguishing systems having one or more 75-lb. carbon dioxide cylinders, assembly dwgs. 75A-WM-13767 and 75A-WM2-13768 dated February 27, 1961; and 75A-WM4-13769 dated February 28, 1961; and name plate dwg. 999-13766 dated August 14, 1963 (Coast Guard classification: Type B, Size

IV; and Type C, Size IV), manufactured by The General Fire Extinguisher Corporation, 6801 Rising Sun Avenue, Philadelphia, Pa., and 8740 Washington Boulevard, Culver City, Calif., effective August 27, 1963.

Dated: November 18, 1963.

[SEAL] D. McG. MORRISON,
Vice Admiral, U.S. Coast Guard,
Acting Commandant.

[F.R. Doc. 63-12272; Filed, Nov. 22, 1963;
8:50 a.m.]

DEPARTMENT OF THE INTERIOR

Office of the Secretary

WILLIAM A. ALEXANDER

Appointment and Statement of Financial Interests

NOVEMBER 14, 1963.

Pursuant to section 302(a) of Executive Order 10647, the following information on a WOC appointee in the Department of the Interior is furnished for publication in the FEDERAL REGISTER:

Name of appointee: William A. Alexander.
Name of employing agency: Office of Oil and Gas, Washington, D.C.

The title of the appointee's position: Regional Administrator, Emergency Petroleum and Gas Administration, Region 6, Denver, Colorado.

The name of the appointee's private employer or employers: Shell Oil Company, Denver, Colorado.

The statement of "financial interests" for the above appointee is enclosed.

THOMAS H. TELLIER,
Personnel Officer.

APPOINTEE'S STATEMENT OF FINANCIAL INTERESTS

In accordance with the requirements of section 302(b) of Executive Order 10647, I am filing the following statement for publication in the FEDERAL REGISTER:

(1) Names of any corporations of which I am, or had been within 60 days preceding my appointment, on October 23, 1963 as Regional Administrator, Emergency Petroleum and Gas Administration an officer or director:

Area Vice President, Shell Oil Company.

(2) Names of any corporations in which I own, or did own within 60 days preceding my appointment, any stocks, bonds, or other financial interests:

Shell Oil Company.

(3) Names of any partnerships in which I am associated, or had been associated within 60 days preceding my appointment:

None.

(4) Names of any other businesses which I own, or owned within 60 days preceding my appointment:

None.

Dated: October 23, 1963.

WILLIAM A. ALEXANDER.

[F.R. Doc. 63-12170; Filed, Nov. 22, 1963;
8:45 a.m.]

DEPARTMENT OF AGRICULTURE

Agricultural Marketing Service

[P. & S. Docket No. 442]

CLEVELAND UNION STOCK
YARDS CO.Notice of Petition for Modification of
Rate Order

Pursuant to the provisions of the Packers and Stockyards Act, 1921, as amended (7 U.S.C. 181 et seq.), an order was issued on November 21, 1962 (21 A.D. 1338), continuing in effect to and including November 30, 1964, an order issued on November 17, 1960 (19 A.D. 1246), as modified by orders issued May 18, 1961 (20 A.D. 471), September 6, 1961 (20 A.D. 921), May 31, 1962 (21 A.D. 474), and July 16, 1962 (21 A.D. 771), authorizing the respondent, Cleveland Union Stock Yards Company, to assess the current temporary schedule of rates and charges.

By a petition filed on November 5, 1963, the respondent requested authority to modify, as soon as possible, the current temporary schedule of rates and charges as indicated below.

SECTION I—YARDAGE

	Rate per head	
	Present	Proposed
(c) Base rate:		
Cattle (400 lbs. and over) —	\$1.05	\$1.15
Bulls (400 lbs. and over) —	1.50	1.60
Bangs and reactors —	1.50	1.60
Calves (under 400 lbs.) —	.50	.55
Hogs —	.40	.44
Sheep and lambs —	.25	.27

* (d) Draft charge, for each lot weighed regardless of size: 25 cents.

Exception: On all livestock offered for sale through the Cleveland Union Stock Yards auction sale the draft charge will be waived.

** (f) Auction charge, on all livestock offered for sale through the Cleveland Union Stock Yards auction sale: Cattle and calves—30 cents per head. This charge is in addition to the other charges in this section, and covers expense of auctioneers, clerks, and other expenses incident to the auction sale.

* Changed in form; no change in rate.

** Provision presently contained in section 1(e) (3). Provision redesignated as section 1(f) and changed in form; no change in rate.

The modifications, if authorized, will produce additional revenue for the respondent and increase the cost of marketing livestock. Accordingly, it appears that this public notice of the filing of the petition and its contents should be given in order that all interested persons may have an opportunity to indicate a desire to be heard in the matter.

All interested persons who desire to be heard in the matter shall notify the Hearing Clerk, United States Department of Agriculture, Washington, D.C., 20250, within 15 days after the publication of this notice in the FEDERAL REGISTER.

Done at Washington, D.C., November 20, 1963.

GLENN G. BIERMAN,
Acting Director, Packers and
Stockyards Division, Agricultural
Marketing Service.

[F.R. Doc. 63-12256; Filed, Nov. 22, 1963;
8:48 a.m.]

DEPARTMENT OF COMMERCE

Bureau of International Commerce

[File 23-918]

AMERICAN BRITISH AND CANADIAN
SPARE PARTS CO. ET AL.Order Denying Export Privileges for
an Indefinite Period

In the matter of American British and Canadian Spare Parts Co., also known as ABC Spare Parts Company, Joseph W. Kent, J. W. Kent (Foreign Trade) Ltd., 408 Strand, London, W.C. 2, England, Respondents.

The Director, Export Control Investigations Division, Bureau of International Commerce, U.S. Department of Commerce, has applied for an order denying to the above named respondents all export privileges for an indefinite period because of the failure of said respondents to furnish responsive answers to interrogatories without good cause being shown. This application was made pursuant to § 382.15 of the Export Control Regulations (Title 15, Chapter III, Subchapter B, Code of Federal Regulations). A temporary denial order has been in effect against the above respondents since June 18, 1963 (28 F.R. 6515, 28 F.R. 10432).

In accordance with the usual practice, the application for an indefinite denial order was referred to the Compliance Commissioner, Bureau of International Commerce, who after consideration of the evidence has recommended that the application be granted.

The report of the Compliance Commissioner and the evidence in support of the application have been considered. The evidence shows and I find that the above firms are engaged in the import-export business and have a place of business in London, England, and the respondent Joseph W. Kent is a responsible official in charge of the conduct and operations of said firms; that the aforesaid Investigations Division is conducting an investigation into the facts surrounding the exportation from the United States to ABC Spare Parts Company and J. W. Kent (Foreign Trade) Ltd., London, of several shipments which included diesel engine parts and automotive and truck parts, and into the disposition of said commodities by said companies. It is impracticable to subpoena the respondents and relevant and material interrogatories were served on them pursuant to § 382.15 of the Export Control Regulations. Said respondents have failed to furnish responsive answers to said interrogatories as required by said section and they have not shown good cause for such failure. I find that an order denying export privileges to said respondents for an indefinite period is reasonably necessary to protect the public interest and to achieve effective enforcement of the Export Control Act of 1949, as amended.

Accordingly, it is hereby ordered:

I. The provisions and restrictions of the temporary denial order entered against the above-named respondents on June 18, 1963 are continued in full force and effect.

II. The respondents, their successors or assigns, officers, partners, representatives, agents, and employees hereby are denied all privileges of participating, directly or indirectly, in any manner or capacity, in any exportation of any commodity or technical data from the United States to any foreign destination, including Canada. Without limitation of the generality of the foregoing denial of export privileges, participation in an exportation is deemed to include and prohibit participation, directly or indirectly, in any manner or capacity, (a) as a party or as representatives of a party to any validated export license application, (b) in the preparation or filing of any export license or reexportation authorization, or document to be submitted therewith, (c) in the obtaining or using of any validated or general export license or other export control document, (d) in the carrying on of negotiations with respect to, or in the receiving, ordering, buying, selling, delivering, storing, using, or disposing in any foreign country of any commodities or technical data in whole or in part exported or to be exported from the United States, and (e) in the financing, forwarding, transporting, or other servicing of such commodities or technical data.

III. Such denial of export privileges shall extend not only to the respondents, but also to its successors and to any person, firm, corporation, or business organization with which they now or hereafter may be related by affiliation, ownership, control, position of responsibility, or other connection in the conduct of trade or services connected therewith.

IV. This order shall remain in effect until the respondents provide responsive answers, written information and documents in response to the interrogatories heretofore served upon them or give adequate reasons for failure to do so, except insofar as this order may be amended or modified hereafter in accordance with the export regulations.

V. During the time when any respondent, corporation or successors, or related party is prohibited from engaging in any activity within the scope of Part II hereof, no person, firm, corporation, partnership or other business organization, whether in the United States or elsewhere, without prior disclosure to and specific authorization from the Bureau of International Commerce, shall do any of the following acts, directly or indirectly, in any manner or capacity, on behalf of or in any association with any such respondents or related party, or whereby any such respondent or related party may obtain any benefit therefrom or have any interest or participation therein, directly or indirectly: (a) Apply for, obtain, transfer, or use any license, shipper's export declaration, bill of lading, or other export control document relating to any exportation, reexportation, transshipment, or diversion of any commodity or technical data exported or to be exported from the United States, by, to, or for any such respondent or related party denied export privileges; or (b) order, buy, receive, use, sell, deliver, store, dispose of, forward, transport, finance, or otherwise service or participate in any exportation, reexportation, transshipment, or diversion of any com-

modity or technical data exported or to be exported from the United States.

VI. A copy of this order shall be served on respondents.

VII. In accordance with the provisions § 382.15 of the export regulations, the respondents may move at any time to vacate or modify this indefinite denial order by filing with the Compliance Commissioner, Bureau of International Commerce, U.S. Department of Commerce, Washington, D.C., 20230, an appropriate motion for relief, supported by substantial evidence, and may also request an oral hearing thereon, which, if requested shall be held before the Compliance Commissioner at Washington, D.C., at the earliest convenient date.

Dated: November 15, 1963.

FORREST D. HOCKERSMITH,
Director,
Office of Export Control.

[F.R. Doc. 63-12270; Filed, Nov. 22, 1963;
8:50 a.m.]

DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE

Food and Drug Administration BIOFERM CORP.

Notice of Filing of Petition Regarding Food Additive Dried Extracted Glutamic Acid Meal and Fermentation Solubles

Pursuant to the provisions of the Federal Food, Drug, and Cosmetic Act (sec. 409(b) (5), 72 Stat. 1786; 21 U.S.C. 348(b) (5)), notice is given that a petition (FAP 1097) has been filed by Bioferm Corporation, P.O. Bin B., Wasco, California, proposing the issuance of a regulation to provide for the safe use of dried extracted glutamic acid meal and fermentation soluble as a protein supplement for cattle and as a protein, vitamin, and growth-promoting supplement for poultry.

Dated: November 18, 1963.

J. K. KIRK,
Assistant Commissioner
of Food and Drugs.

[F.R. Doc. 63-12264; Filed, Nov. 22, 1963;
8:48 a.m.]

NORSK HYDRO-ELEKTRISK KVAELSTOFAKTIESELSKAB

Notice of Filing of Petition Regarding Food Additive Lignin Sulfonate; Ammonium and Magnesium Salts; Correction

The notice of filing of petition (FAP 1239) published in the FEDERAL REGISTER of October 26, 1963 (28 F.R. 11484; F.R. Doc. 63-11320) is corrected by changing the words "aluminum and magnesium

salts" to read "ammonium and magnesium salts."

Dated: November 19, 1963.

WINTON B. RANKIN,
Assistant Commissioner
of Food and Drugs.

[F.R. Doc. 63-12265; Filed, Nov. 22, 1963;
8:49 a.m.]

THIOLKOL CHEMICAL CORP.

Notice of Filing of Petition Regarding Food Additives Polysulfide Polymer-Polyepoxy Resins

Pursuant to the provisions of the Federal Food, Drug, and Cosmetic Act (sec. 409(b) (5), 72 Stat. 1786; 21 U.S.C. 348(b) (5)), notice is given that a petition (FAP 1198) has been filed by Thiokol Chemical Corporation, 780 North Clinton Avenue, Trenton 7, New Jersey, proposing that the list of substances in paragraph (a) (3) of § 121.2572 *Polysulfide polymer-polyepoxy resins* be amended as follows:

1. By deleting the limitation on the use of the item "Magnesium chloride."
2. By inserting alphabetically the items:

<i>List of substances</i>	<i>Limitations</i>
Naphthalene sulfonic acid-formaldehyde condensate, sodium salt--	-----
Sodium hydrosulfide-----	-----
Urea-formaldehyde resin-----	-----

Dated: November 18, 1963.

J. K. KIRK,
Assistant Commissioner of
Food and Drugs.

[F.R. Doc. 63-12266; Filed, Nov. 22, 1963;
8:49 a.m.]

ATOMIC ENERGY COMMISSION

[Docket No. 50-29]

YANKEE ATOMIC ELECTRIC CO.

Notice of Proposed Issuance of Facility License Amendment

Please take notice that the Atomic Energy Commission proposes to issue to Yankee Atomic Electric Company ("the licensee") an amendment to Facility License No. DPR-3 substantially in the form set forth below. The license authorizes the licensee to possess and operate its nuclear power facility located at Rowe, Massachusetts. The amendment would authorize operation of the facility at a maximum steady state power level of 600 megawatts thermal as requested by the licensee in an application for license amendment dated July 17, 1963. The previously authorized maximum steady state power level set forth in the technical specifications was 540 megawatts thermal.

The Commission has found that:

(1) The application for amendment complies with the requirements of the Atomic Energy Act of 1954, as amended, and the Commission's regulations set forth in Title 10, Chapter I, CFR;

(2) Operation of the facility in accordance with the license, as amended, will not present undue hazard to the health and safety of the public and will not be inimical to the common defense and security.

Within thirty (30) days from the date of publication of this notice in the FEDERAL REGISTER, the applicant may file a request for a hearing, and any person whose interest may be affected by the proposed issuance of this amendment may file a petition for leave to intervene. A request for a hearing and petitions to intervene shall be filed in accordance with the provisions of the Commission's regulations (10 CFR Part 2). If a request for a hearing or a petition for leave to intervene is filed within the time prescribed in this notice, a notice of hearing or an appropriate order will be issued. If no request for a hearing or a petition for leave to intervene is filed within the time prescribed in this notice, the Commission will issue the license amendment thirty (30) days from the date of publication of this notice in the FEDERAL REGISTER.

For further details with respect to this proposed amendment, see (1) the application for license amendment dated July 17, 1963; (2) the report of the Advisory Committee on Reactor Safeguards dated September 12, 1963; and (3) a related hazards analysis prepared by the Research and Power Reactor Safety Branch of the Division of Licensing and Regulation. The application amendment is available for public inspection at the Commission's Public Document Room, 1717 H Street NW., Washington, D.C. Copies of items (2) and (3) above may be obtained at the Commission's Public Document Room, or upon request addressed to the Atomic Energy Commission, Washington 25, D.C., Attention: Director, Division of Licensing and Regulation.

Dated at Bethesda, Md., this 21st day of November 1963.

For the Atomic Energy Commission.

R. LOWENSTEIN,
Director, Division of
Licensing and Regulation.

Docket No. 50-29

License No. DPR-3, as amended, which authorizes Yankee Atomic Electric Company to possess and operate its nuclear power facility located at Rowe, Massachusetts, is hereby further amended as follows:

1. Add Subparagraph 3.A.(1) to read as follows:

3.A.(1) Yankee shall not operate the facility at steady state power levels in excess of 600 megawatts thermal.

2. Redesignate Paragraph 3.A. as Subparagraph 3.A.(2).

This amendment is effective as of the date of issuance.

Date of issuance:

For the Atomic Energy Commission.

Director, Division of
Licensing and Regulation.

[F.R. Doc. 63-12359; Filed, Nov. 22, 1963;
10:46 a.m.]

BUREAU OF THE BUDGET

REPORT ON UTILIZATION OF ADVISORY COMMITTEES

Notice of Availability

In compliance with the provisions of Executive Order No. 11007, dated February 26, 1962, the Bureau of the Budget has prepared a report containing a list of all advisory committees utilized by the Bureau during the fiscal year 1963, including the names and affiliations of their members, a description of the function of each committee, and a statement of the dates of its meetings.

This report is available at the Office of the Administrative Assistant to the Director, Bureau of the Budget, Executive Office Building, Washington, D.C.

WILLIAM D. CAREY,
Executive Assistant Director.

NOVEMBER 18, 1963.

[F.R. Doc. 63-12238; Filed, Nov. 22, 1963;
8:45 a.m.]

FEDERAL COMMUNICATIONS COMMISSION

[Docket No. 15216]

EARNEST C. FORTENBERRY

Order To Show Cause

In the matter of Earnest C. Fortenberry, Cleveland, Tennessee, Docket No. 15216, order to show cause why there should not be revoked the license for Radio Station KDB-8001 in the Citizens Radio Service.

The Commission, by the Chief, Safety and Special Radio Services Bureau, under delegated authority, having under consideration the matter of certain alleged violations of the Commission's rules in connection with the operation of the above-captioned station;

It appearing, that, pursuant to § 1.76 of the Commission's rules, written notice of violation of the Commission's rules was served upon the above-named licensee at his address of record as follows: Official notice of violation dated July 2, 1963, alleging violation of § 19.61 (a) and (f) of the Commission's rules.

It further appearing, that said licensee did not reply to such communication or to a follow-up letter dated July 23, 1963, also mailed to the licensee at his address of record; and

It further appearing, that, in view of the foregoing, the licensee has repeatedly violated § 1.76 of the Commission's rules;

It is ordered, This 18th day of November 1963, pursuant to section 312 (a) (4) and (c) of the Communications Act of 1934, as amended, and § 0.291(b) (8) of Part 0 of the Commission's rules, that the said licensee show cause why the license for the above-captioned radio station should not be revoked, and appear and give evidence in respect thereto at a

hearing to be held at a time and place to be specified by subsequent order; and

It is further ordered, That the Secretary send a copy of this order by certified mail—return receipt requested to the said licensee at his last known address of 1821 Wildwood Road, Cleveland, Tennessee.

Released: November 18, 1963.

FEDERAL COMMUNICATIONS
COMMISSION,
[SEAL] BEN F. WAPLE,
Secretary.

[F.R. Doc. 63-12275; Filed, Nov. 22, 1963;
8:51 a.m.]

[Docket No. 15215]

ROGER PHILLIP GRIDER

Order To Show Cause

In the matter of Roger Phillip Grider, Long Beach, California, Docket No. 15215, order to show cause why there should not be revoked the license for Radio Station KFA-1316 in the Citizens Radio Service.

The Commission, by the Chief, Safety and Special Radio Services Bureau, under delegated authority, having under consideration the matter of certain alleged violations of the Commission's rules in connection with the operation of the above-captioned station;

It appearing, that, pursuant to § 1.76 of the Commission's rules, written notice of violation of the Commission's rules was served upon the above-named licensee at his address of record as follows: Official notice of violation dated June 13, 1963, alleging violation of § 19.61 (a), (e), and (f) of the Commission's rules.

It further appearing, that said licensee did not reply to such communication or to a follow-up letter dated July 5, 1963, also mailed to the licensee at his address of record; and

It further appearing, that, in view of the foregoing, the licensee has repeatedly violated § 1.76 of the Commission's rules;

It is ordered, This 18th day of November 1963, pursuant to section 312(a) (4) and (c) of the Communications Act of 1934, as amended, and § 0.291(b) (8) of Part 0 of the Commission's rules, that the said licensee show cause why the license for the above-captioned radio station should not be revoked, and appear and give evidence in respect thereto at a hearing to be held at a time and place to be specified by subsequent order; and

It is further ordered, That the Secretary send a copy of this order by certified mail—return receipt requested to the said licensee at his last known address of P.O. Box 7331, Long Beach, California.

Released: November 18, 1963.

FEDERAL COMMUNICATIONS
COMMISSION,
[SEAL] BEN F. WAPLE,
Secretary.

[F.R. Doc. 63-12276; Filed, Nov. 22, 1963;
8:52 a.m.]

[Docket Nos. 15190, 15191; FCC 63M-1250]

BOARDMAN BROADCASTING CO., INC., AND DANIEL ENTERPRISES, INC.

Memorandum Following Prehearing Conference

In re applications of Boardman Broadcasting Company, Inc., Boardman, Ohio, Docket No. 15190, File No. BP-14305; Daniel Enterprises, Inc., Warren, Ohio, Docket No. 15191, File No. BP-14886; for construction permits.

At a prehearing conference held on November 15, 1963, all parties agreed to the following procedures and procedural steps and to their effectuation on the dates set forth below:

ENGINEERING PRESENTATIONS WILL BE REDUCED TO WRITING

November 20, 1963—Further prehearing conference to hear oral argument on a Petition to Enlarge Issues filed by Daniel Enterprises, Inc. and to consider future procedural steps in connection with the presentation of applicant's non-engineering showing.

December 6, 1963—Engineering Conference, also notification by respondent, Summit Radio Corp. (WAKR) to all other parties as to whether it will or will not make rebuttal engineering showing.

December 13, 1963—In the event respondent elects to make rebuttal engineering showing, that showing will be reduced to writing and exchanged on this date.

December 16, 1963—The parties' engineering showing will not be substantially altered after this date.

December 18, 1963 (10:00 a.m.)—Hearing (continued from December 9, 1963).

So ordered, This 15th day of November 1963.

Released: November 18, 1963.

FEDERAL COMMUNICATIONS
COMMISSION,
[SEAL] BEN F. WAPLE,
Secretary.

[F.R. Doc. 63-12274; Filed, Nov. 22, 1963;
8:51 a.m.]

[Docket No. 14952; FCC 63M-1248]

NORRISTOWN BROADCASTING CO. INC. (WNAR)

Order Continuing Hearing

In re application of Norristown Broadcasting Company, Inc. (WNAR), Norristown, Pennsylvania, Docket No. 14952, File No. BP-12902; for construction permit.

Upon oral request of counsel for the applicant, and without objection on the part of the Broadcast Bureau, the only other party to this proceeding: It is ordered, This 15th day of November 1963, that the hearing in the above-entitled proceeding presently scheduled for December 3, 1963, be, and the same is, hereby continued to December 16, 1963.

Released: November 18, 1963.

FEDERAL COMMUNICATIONS
COMMISSION,
[SEAL] BEN F. WAPLE,
Secretary.

[F.R. Doc. 63-12280; Filed, Nov. 22, 1963;
8:53 a.m.]

[Docket Nos. 15108-15110; FCC 63M-1249]

**PIEDMONT BROADCASTING CO.
ET AL.****Order Continuing Hearing**

In re applications of William H. Kirby and John B. Burns, d/b as Piedmont Broadcasting Co., Travelers Rest, South Carolina, Docket No. 15108, File No. BP-14527; James C. Liles, tr/as Hentron Broadcasting Co., Hendersonville, North Carolina, Docket No. 15109, File No. BP-15026; The Mountaineer Corporation, Hendersonville, North Carolina, Docket No. 15110, File No. BP-15274; for construction permits.

The Hearing Examiner having under consideration a motion filed on November 15, 1963, by counsel for The Mountaineer Corporation on behalf of the three above-named applicants, requesting that the hearing in the above-entitled proceeding presently scheduled to commence on November 18, 1963, be continued for a period of 30 days in order to permit time for action by the Review Board upon a joint petition for approval of agreement and dismissal of application, filed on October 8, 1963, by James C. Liles, tr/as Hentron Broadcasting Co., and The Mountaineer Corporation, and Supplements thereto; and

It appearing, that action on such joint petition for approval of agreement and dismissal of application may render moot all of the issues upon which the applications in the above-entitled proceeding were designated for hearing; and

It further appearing, that counsel for all other parties have informally consented to immediate consideration and grant of the instant motion;

It is therefore, ordered, This 15th day of November 1963, that the request for continuance of the hearing be and it is hereby granted and the hearing in the above-entitled proceeding presently

scheduled for November 18, 1963, be and it is hereby continued to December 18, 1963.

Released: November 18, 1963.

FEDERAL COMMUNICATIONS
COMMISSION,[SEAL] BEN F. WAPLE,
Secretary.[F.R. Doc. 63-12279; Filed, Nov. 22, 1963;
8:53 a.m.]**FEDERAL MARITIME COMMISSION****NEW YORK FREIGHT BUREAU
(HONG KONG)****Notice of Filing of Agreement**

Notice is hereby given that the following described agreement has been filed with the Commission for approval pursuant to section 15 of the Shipping Act, 1916 (39 Stat. 733; 75 Stat. 763; 46 U.S.C. 814):

Agreement No. 5700-5-A-2 between the member lines of the New York Freight Bureau (Hong Kong) (Agreement No. 5700) reinstituting the temporary pooling and ceiling Agreement 5700-5, covering the trade from Hong Kong to U.S. Atlantic and Gulf ports; to be in effect from and after the date of approval to and including March 7, 1964, with a proviso that it may be further extended for an additional period upon resolution of the parties, the period of such extension to be determined at the time the resolution is made. The agreement also provides that the ceiling shall be increased to one thousand eight hundred revenue tons on all sailings on and after October 8, 1963.

Interested parties may inspect this agreement and obtain copies thereof at the Bureau of Foreign Regulation, Federal Maritime Commission, Washington

25, D.C., or may inspect a copy at the offices of the District Managers of the Commission in New York, N.Y., New Orleans, La., and San Francisco, Calif., and may submit to the Secretary, Federal Maritime Commission, Washington 25, D.C., within 10 days after publication of this notice in the FEDERAL REGISTER, written statements with reference to the agreement and their position as to approval, disapproval, or modification, together with a request for hearing, should such hearing be desired.

Dated: November 19, 1963.

By order of the Federal Maritime Commission.

THOMAS LISI,
Secretary.[F.R. Doc. 63-12243; Filed, Nov. 22, 1963;
8:46 a.m.]**FEDERAL POWER COMMISSION**

[Docket No. RI64-292]

ATLANTIC REFINING CO. ET AL.**Order Providing for Hearings on and
Suspension of Proposed Changes in
Rates¹**

NOVEMBER 18, 1963.

The Atlantic Refining Company, Docket No. RI64-292; Pan American Petroleum Corporation (Operator), Docket No. RI64-293; Cabot Corporation (SW), Docket No. RI64-294; Placid Oil Company, Docket No. RI64-295.

The above-named Respondents have tendered for filing proposed changes in presently effective rate schedules for sales of natural gas subject to the jurisdiction of the Commission. The proposed changes, which constitute increased rates and charges, are designated as follows:

Docket No.	Respondent	Rate Schedule No.	Supplement No.	Purchaser and producing area	Amount of annual increase	Date filing tendered	Effective date unless suspended	Date suspended until—	Cents per Mcf		Rate in effect subject to refund in docket Nos.
									Rate in effect	Proposed increased rate	
RI64-292...	The Atlantic Refining Co., P.O. Box 2819, Dallas 21, Tex., 75221, Attn: Stuart J. Scott, Attorney.	255	2	Northern Natural Gas Co. (Prentice Field Gasoline Plant, Yoakum County, Tex.) (R.R. District No. 8) (Permian Basin Area).	\$235	10-9-63	12-1-63	75-1-64	13.0504	14.0552	G-17059
RI64-293...	Pan American Petroleum Corp. (Operator), P.O. Box 591, Tulsa 2, Okla., Attn: J. P. Hammond, General Attorney.	315	5	do.....	\$14,210	10-14-63	12-1-63	5-1-64	13.0504	14.0552	G-17059S
	Dean E. Ackers ¹	1	72								
	Albert Bradley ¹	1	72								
	John J. Burns ¹	1	72								
	John T. Cahill ¹	1	72								
	John M. Franklin ¹	1	72								
	Joseph Peter Grace ¹	1	72								
	Thomas S. Lamont ¹	1	72								
	Mrs. R. G. Beach ¹	1	72								
	P. F. Brown ¹	1	72								
	R. W. Carter ¹	1	72								
	A. W. Cherry ¹	2	72								
	John J. Christman ¹	1	72								
	J. L. Cruce, Jr. ¹	1	72								
	J. A. Daugherty ¹	1	72								
	Ethel Jo Davis ¹	1	72								
	K. W. Davis ¹	1	72								
	K. W. Davis, Jr. ¹	1	72								
	J. Walter Duncan, Jr. ¹	1	72								

See footnotes at end of table.

¹ This order does not provide for the consolidation for hearing or disposition of the several matters covered herein, nor should it be so construed.

Docket No.	Respondent	Rate Sched-ule No.	Supple-ment No.	Purchaser and producing area	Amount of annual increase	Date filing tendered	Effective date unless sus-pended	Date sus-pended until—	Cents per Mcf		Rate in effect sub-ject to refund in docket Nos.
									Rate in effect	Proposed in-creased rate	
RI64-293...	Raymond T. Duncan ¹	1	72								
	Vincent J. Duncan ²	1	72								
	Walter Duncan ³	3	72								
	Leland Fikes ⁴	6	72								
	George Royalty Co., et al. ⁵	1	72								
	Great Western Drill-ing Co. ⁶	2	72								
	Patricia Ruth Carter Hart ⁷	1	72								
	Frank A. Howard ⁸	1	72								
	J. D. Hunter (Trustee) ⁹	1	72								
	do	2	72								
	Ladenburg, Thal-mann & Co. ¹⁰	1	72								
	George P. Liver-more ¹¹	1	72								
	G. Hilmer Lundbeck, Jr. ¹²	1	72								
	Midwest Oil Corp. ¹³	10	72								
	George A. Moberly ¹⁴	1	72								
	J. I. O'Neill, Jr. ¹⁵	14	72								
	Clifford E. Payne ¹⁶	1	72								
	Celestine V. Powell Trust ¹⁷	1	72								
	do	2	73								
	do	3	73								
	do	4	73								
	do	5	73								
	Prentice Development Corp. ¹⁸	1	72								
	H. W. Register ¹⁹	1	72								
	Warren Scarborough ²⁰	1	72								
	Edward L. Shea ²¹	1	72								
	Mrs. Aurelia Spence ²²	1	72								
	D. H. Thornbury ²³	1	72								
	R. C. Tucker ²⁴	1	72								
	J. M. Welborn ²⁵	1	72								
RI64-294...	Cabot Corp. (SW) Oil and Gas Account-ing Section, P.O. Box 1101, Pampa, Tex.	37	2	Northern Natural Gas Co. (Prentice Field Gasoline Plant, Yoakum County, Tex.) (R.R. District No. 8) (Permian Basin Area).	\$1,239	10-24-63	112- 1-63	5- 1-64	* 13.0504	234 14.0552	G-17059
RI64-295...	Placid Oil Co., 600 Beck Bldg., Shreve-port, La., Attn: Ac-counting Dept.	13	2	do	2,704	10- 7-63 10-17-63	112- 1-63	5- 1-64	* 13.0504	234 14.0552	G-17059

¹ The stated effective date is the effective date requested by Respondent.

² Periodic rate increase.

³ Pressure base is 14.65 psia.

⁴ Reflects 1.0 cent per Mcf periodic increase and 0.0048 cent per Mcf tax increase.

⁵ Exclusive of the amounts filed for by The Atlantic Refining Co., Cabot Corp. (SW) and Placid Oil Co.

⁶ Appendix for mailing address filed as part of original document.

⁷ Covered by Pan American's filing.

⁸ Includes 2.0 cents per Mcf compression charge.

⁹ Placid lists tax reimbursement as 0.0550 cent per Mcf. 0.0002 cent has been added to reflect tax reimbursement carried to four decimal places.

The proposed periodic rate increases of 1.0 cent per Mcf, plus tax reimbursement, are for gas sold to Northern Natural Gas Company from the Prentice Field Gasoline Plant, Yoakum County, Texas, in the Permian Basin Area.

Each of the co-owners in the Prentice Plant has a separate contract with Northern Natural Gas Company and each has a separate rate schedule on file with the Commission. All of the contracts contain the same terms and provisions. The Atlantic Refining Company, Pan American Petroleum Corporation (Operator), (Pan American), Cabot Corporation (SW) and Placid Oil Company have submitted their own rate filings. The filing by Pan American, as Operator and Agent, also covers the interest of 48 other co-owners listed in the foregoing tabulation.

All of the proposed increased rates and charges exceed the 11.0 cents per Mcf ceiling for increased rates in the Permian Basin Area as set forth in the Commission's Statement of General Policy No. 61-1, as amended (18 CFR, Ch. I, Part 2, § 2.56).

The proposed changed rates and charges may be unjust, unreasonable, unduly discriminatory, or preferential, or otherwise unlawful.

The Commission finds: It is necessary and proper in the public interest and to

aid in the enforcement of the provisions of the Natural Gas Act that the Commission enter upon hearings concerning the lawfulness of the proposed changes, and that the above-designated supplements be suspended and the use thereof deferred as hereinafter ordered.

The Commission orders:

(A) Pursuant to the authority of the Natural Gas Act, particularly sections 4 and 15 thereof, the Commission's rules of practice and procedure, and the regulations under the Natural Gas Act (18 CFR, Ch. I), public hearings shall be held upon dates to be fixed by notices from the Secretary concerning the lawfulness of the proposed increased rates and charges contained in the above-designated supplements.

(B) Pending hearings and decisions thereon, the above-designated rate supplements are hereby suspended and the use thereof deferred until the date indicated in the above "Date Suspended Until" column, and thereafter until such further time as they are made effective in the manner prescribed by the Natural Gas Act.

(C) Neither the supplements hereby suspended, nor the rate schedules sought to be altered thereby, shall be changed until these proceedings have been disposed of or until the periods of suspen-

sion have expired, unless otherwise ordered by the Commission.

(D) Notices of intervention or petitions to intervene may be filed with the Federal Power Commission, Washington 25, D.C., in accordance with the rules of practice and procedure (18 CFR 1.8 and 1.37(f)) on or before January 2, 1964.

By the Commission.

[SEAL] JOSEPH H. GUTRIDE,
Secretary.

[F.R. Doc. 63-12244; Filed, Nov. 22, 1963; 8:47 a.m.]

[Docket No. CP63-188]

CITIES SERVICE GAS CO.

Notice of Application

NOVEMBER 18, 1963.

Take notice that on December 31, 1962, as amended and supplemented on January 7, January 28, February 12 and July 3, 1963, Cities Service Gas Company (Applicant), P.O. Box 1995, Oklahoma City, Oklahoma, filed in Docket No. CP63-188 (Phase II)¹ an application pursuant to section 7(c) of the Natural Gas Act for a certificate of public con-

¹ The application in Docket No. CP63-188 is divided into two phases.

This notice pertains exclusively to Phase II of said application.

venience and necessity authorizing the construction, acquisition and operation of certain facilities and the acquisition of certain leasehold interests and remaining gas reserves in order to develop and operate as an underground gas storage field, the Webb gas field located in Grant County, Oklahoma, all as more fully set forth in the application, as amended and supplemented, on file with the Commission and open to public inspection.

Applicant proposes to clean out and plug old wells in the Webb field and drill, equip and connect some 40 new wells for storage injection and withdrawal. Applicant will also construct and operate a gathering system, dehydration plant and a 26-inch pipeline to connect the 40 wells to its Blackwell Compressor Station which is to be used for input and withdrawal operations.

The application shows that Applicant has entered into contracts to acquire from Arkansas Louisiana Gas Company (Arkansas Louisiana), Oklahoma Natural Gas Company (Oklahoma Natural) and Champlin Oil and Refining Company (Champlin) their respective leasehold interests in the Webb field and the remaining gas reserves in said field. Oklahoma Natural and Champlin have been selling their production from the field to Arkansas Louisiana who has been using such production, along with that from its own interests, to help supply the customers on its system. Applicant and Arkansas Louisiana have agreed on an existing reserve figure of 6,000 Mcf. Of this amount, Arkansas Louisiana owns 15.42 percent. Pursuant to the agreement between Applicant and Arkansas Louisiana, the latter will receive its 15.42 percent interest free of cost from Applicant at various points of connection between Applicant's and Arkansas Louisiana's systems; the balance of the agreed-on reserves will be delivered and sold to Arkansas Louisiana for 11.5 cents per Mcf over a 10-year period. Pursuant to the agreements between Applicant and Oklahoma Natural and Champlin, the former will receive \$175,000 for its interests and the latter will receive \$1,878 for its interests.

Applicant states that although the peak day firm demands of its existing customers are steadily increasing, its peak day supply of gas is steadily decreasing in certain areas south of the Blackwell and Barker County areas and the Eureka Field. Applicant states further that by utilization of the proposed Webb Storage Field, it will increase its peak day deliverability of gas required to serve the peak day requirements of its customers. Applicant proposes to be able to fill partially the storage reservoir with gas during the off-peak months in 1964 so as to utilize from Webb Storage, on the peak day of 1964-65, approximately 50,000 Mcf of gas. The application indicates that the field will be able to deliver ultimately 200,000 Mcf per day with a 10,000 MMcf working gas volume at a capacity pressure of 1,040 psia. Applicant will develop such capacity commensurate with the deliverability

required to meet its increasing peak day demands.

The application shows the total estimated cost of the proposed project to be \$4,985,000, which cost will be financed by treasury cash.

This matter is one that should be disposed of as promptly as possible under the applicable rules and regulations and to that end:

Take further notice that preliminary staff analysis has indicated that there are no problems which would warrant a recommendation that the Commission designate this application (Phase II) for formal hearing before an examiner and that, pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Power Commission by sections 7 and 15 of the Natural Gas Act, and the Commission's rules of practice and procedure, a hearing may be held without further notice before the Commission on this application (Phase II) provided no protest or petition to intervene is filed within the time required herein. Where a protest or petition for leave to intervene is timely filed, or where the Commission on its own motion believes that a formal hearing is required, further notice of such hearing will be duly given.

Under the procedure herein provided for, unless otherwise advised, it will be unnecessary for Applicant to appear or be represented at the hearing.

Protests or petitions to intervene may be filed with the Federal Power Commission, Washington, D.C., 20426, in accordance with the rules of practice and procedure (18 CFR 1.8 or 1.10) on or before December 11, 1963.

JOSEPH H. GUTRIDE,
Secretary.

[F.R. Doc. 63-12245; Filed, Nov. 22, 1963;
8:47 a.m.]

[Docket Nos. CP63-309, CP63-354]

GREAT PLAINS NATURAL GAS CO.

Notice of Applications and Date of Hearing

NOVEMBER 18, 1963.

Take notice that on May 17, 1963, Great Plains Natural Co. (Great Plains), a Minnesota corporation having its principal place of business in Omaha, Nebraska, filed an application (Docket No. CP63-309), pursuant to section 7(a) of the Natural Gas Act, for an order of the Commission directing Midwestern Gas Transmission Company (Midwestern) to establish physical connection of its transportation facilities with the facilities proposed to be constructed by Great Plains and to sell and deliver to Great Plains its natural gas requirements for resale and distribution in the cities of Breckenridge and Fergus Falls, Minnesota, and Wahpeton, North Dakota, and environs, all as more fully set forth in the application in Docket No. CP63-309, which is on file with the Commission and open for public inspection.

Great Plains estimates its annual and peak day requirements for the first three years of operation as follows:

Year	Maximum day (Mcf) ¹	Annual Mcf
1st.....	2,595	788,808
2d.....	4,240	1,126,753
3d.....	4,860	1,215,175

¹ At 14.73 psia.

Great Plains proposes to construct and operate approximately 32 miles of 8-inch lateral line and approximately 27.5 miles of 6-inch lateral line and distribution systems within the cities it proposes to serve.

Great Plains estimates the cost of the project will be \$3,300,000, which it will finance by the issuance of common stock and mortgage debentures.

Take further notice that on June 26, 1963, Great Plains filed an application (Docket No. CP63-354), pursuant to section 7(c) of the Natural Gas Act, for a certificate of public convenience and necessity, authorizing the construction and operation of the above-described natural gas transmission facilities in order to sell and distribute natural gas in the cities of Breckenridge and Fergus Falls, Minnesota, and Wahpeton, North Dakota and environs.

These related matters should be heard on a consolidated record and disposed of under the applicable rules and regulations and to that end:

Take further notice that, pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Power Commission by sections 7 and 15 of the Natural Gas Act, and the Commission's rules of practice and procedure, a hearing will be held on December 17, 1963 at 10:00 a.m., e.s.t., in a Hearing Room of the Federal Power Commission, 441 G Street N.W., Washington, D.C., concerning the matters involved in and the issues presented by such applications.

Protests or petitions to intervene may be filed with the Federal Power Commission, Washington, D.C., 20426, in accordance with the rules of practice and procedure (18 CFR 1.8 or 1.10) on or before December 9, 1963.

JOSEPH H. GUTRIDE,
Secretary.

[F.R. Doc. 63-12246; Filed, Nov. 22, 1963;
8:47 a.m.]

[Docket No. CP61-274]

MISSISSIPPI RIVER TRANSMISSION CORP.

Notice of Motion To Amend

NOVEMBER 18, 1963.

Take notice that on October 22, 1963, Mississippi River Transmission Corporation (Movant), 9900 Clayton Road, St. Louis, Missouri, filed in Docket No. CP63-274 a motion to amend the Commission's certificate issued July 21, 1961, by authorizing Movant to construct and operate approximately 4,000 feet of 4.5-inch pipeline to enable the delivery of natural gas to Storage Corporation for the purpose of affording further testing of the St. Jacob Storage Field near St. Jacob,

Illinois, and to connect said pipeline with existing and proposed wells to enable Storage Corporation to transport gas to and inject it into the storage reservoir, together with necessary metering, dehydration and miscellaneous equipment. Certain meter run meters and separators will be taken from existing wells in the south area of the field in order to minimize the investment in facilities.

The estimated cost of the proposed changes in construction is \$16,000 for which Movant is indemnified against loss by Storage Corporation.

This matter is one that should be disposed of as promptly as possible under the applicable rules and regulations and to that end:

Take further notice that preliminary staff analysis has indicated that there are no problems which would warrant a recommendation that the Commission designate this application for formal hearing before an examiner and that, pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Power Commission by sections 7 and 15 of the Natural Gas Act, and the Commission's rules of practice and procedure, a hearing may be held without further notice before the Commission on this application provided no protest or petition to intervene is filed within the time required herein. Where a protest or petition for leave to intervene is timely filed, or where the Commission on its own motion believes that a formal hearing is required, further notice of such hearing will be duly given.

Protests or petitions to intervene may be filed with the Federal Power Commission, Washington, D.C., 20426, in accordance with the rules of practice and procedure (18 CFR 1.8 or 1.10) on or before December 6, 1963.

JOSEPH H. GUTRIDE,
Secretary.

[F.R. Doc. 63-12247; Filed, Nov. 22, 1963;
8:47 a.m.]

[Docket No. E-7114 etc.]

ST. MICHAELS UTILITIES COMMISSION ET AL.

Order Instituting Investigation, Consolidating Proceedings, Amending Order Granting Motion for Severance of Issues and Providing for Hearing

NOVEMBER 18, 1963.

St. Michaels Utilities Commission, and Commissioners of St. Michaels, Maryland, v. The Eastern Shore Public Service Company of Maryland, Docket No. E-7114; Stockton Light and Power Company (of Maryland), and Stockton Light and Power Company (of Virginia), v. The Eastern Shore Public Service Company of Maryland, Docket No. E-7117; Delaware Power and Light Company, The Eastern Shore Public Service Company of Maryland, The Eastern Shore Public Service Company of Virginia, Docket No. E-7137.

On July 12, 1963, a complaint was filed with the Commission by St. Michaels Utilities Commission and Commissioners of St. Michaels, Maryland (St. Michaels),

against the Eastern Shore Public Service Company of Maryland (Maryland Eastern Shore), alleging, inter alia, illegal overcharges to St. Michaels by Maryland Eastern Shore on and after May 1, 1963, and unlawful discrimination against St. Michaels and in favor of Choptank Electric Cooperative, Inc. (Choptank) and stating that St. Michaels has been and continues to be injured and damaged by the alleged illegal overcharges and discrimination.

On July 25, 1963, a complaint was filed with the Commission by Stockton Light and Power Company (of Maryland) and Stockton Light and Power Company (of Virginia) (Stockton) against Maryland Eastern Shore, alleging, inter alia, illegal overcharges to Stockton by Maryland Eastern Shore on and after May 1, 1963, and unlawful discrimination against Stockton and in favor of Choptank and Accomac-Northampton Electric Cooperative (Accomac), and stating that Stockton has been and continues to be injured and damaged by the alleged overcharges and discrimination. On October 7, 1963, Maryland Eastern Shore filed an answer to the Stockton complaint.

On September 17, 1963, St. Michaels filed with the Commission a motion to sever the unlawful discrimination issue and proceed immediately with hearing and decision of the illegal overcharge issue. On October 11, 1963, Maryland Eastern Shore filed an answer to St. Michaels' complaint and an answer to the motion for severance of issues, in which it stated that it had no objection to a prompt hearing and decision with respect to the illegal overcharge issue.

On October 25, 1963, the Commission issued an order in Docket No. E-7114 granting St. Michaels' motion for severance of issues and providing for hearing on the issue of alleged illegal overcharges to St. Michaels to be held November 18, 1963. The effect of granting the motion for severance of issues is only that the issue of alleged illegal overcharges be heard and decided first. The alleged discrimination issue is not separated from the proceeding, but will be heard at a later date.

Inasmuch as the complaints against Maryland Eastern Shore filed by St. Michaels and Stockton involve similar issues of fact and law, it is appropriate for purposes of the Federal Power Act that the two proceedings be consolidated for purposes of a public hearing. However, in accordance with the Commission's Order issued October 25, 1963 in Docket No. E-7114, the hearing on the issue of illegal overcharges to St. Michaels by Maryland Eastern Shore will be held first, on November 18, 1963.

Maryland Eastern Shore and the Eastern Shore Public Service Company of Virginia (Virginia Eastern Shore) are subsidiaries of Delaware Power and Light Company (Delaware Power). In an order issued March 15, 1963 allowing rate schedules of Delaware Power (for service to Delaware Electric Cooperative, Inc.), Maryland Eastern Shore (for service to Choptank) and Virginia Eastern Shore (for service to Accomac) to take effect, the Commission stated that the Com-

mission's staff was conducting an investigation of the rates and charges of those three affiliated companies for wholesale electric service. In the light of the facts alleged in the complaints of St. Michaels and Stockton, it is appropriate that this investigation be continued. Wholesale electric rate schedules of these three companies on file with the Federal Power Commission are as follows:

DELAWARE POWER & LIGHT COMPANY

Rate schedule designation and customer

FPC No. 2—Philadelphia Electric Company.
FPC No. 8—Conowingo Power Company.
FPC No. 12, Supplement Nos. 1, 2, 3—Middletown, Delaware.

FPC No. 17, Supplement Nos. 1, 2—Eastern Shore Public Service Company of Maryland.
Eastern Shore Public Service Company of Virginia.

FPC No. 19, Supplement Nos. 1, 3, 4—Philadelphia Electric Company.

FPC No. 22, Supplement No. 1—Conowingo Power Company.

FPC No. 24, Supplement Nos. 1, 2, 3, 4, 5—City of Dover, Delaware.

FPC No. 28, Supplement Nos. 1, 2—City of Dover, Delaware.

FPC No. 29—Delaware Electric Cooperative Inc.

FPC No. 31—City of Dover, Delaware.

FPC Electric Tariff Resale Service Schedule No. 1—Board of Public Works, Lewes, Delaware; Town of Clayton, Delaware; City of Milford, Delaware; Town of Smyrna, Delaware; Town of Lewes, Delaware; City of Newark, Delaware; Town of New Castle, Delaware.

EASTERN SHORE PUBLIC SERVICE COMPANY OF MARYLAND

Rate schedule designation and customer

FPC No. 2, Supplement Nos. 1, 2—Delaware Power & Light Company; Eastern Shore Public Service Company of Virginia.

FPC No. 4, Supplement No. 1—Stockton Light & Power Co.

FPC No. 7, Supplement Nos. 1, 2—St. Michaels Utilities Commission; Choptank Electric Cooperative Inc.

FPC No. 8—

FPC Electric Tariff Resale Service Schedule No. 1—Town of Centerville, Maryland; Chestertown Electric Light & Power Company.

EASTERN SHORE PUBLIC SERVICE COMPANY OF VIRGINIA

Rate schedule designation and customer

FPC No. 2, Supplement Nos. 1, 2—Delaware Power & Light Company; Eastern Shore Public Service Company of Maryland.

FPC No. 4, Supplement No. 1—Accomac-Northampton Electric Cooperative.

The Commission further finds:

(1) It is appropriate for purposes of the Federal Power Act, particularly sections 205 and 206 thereof, that a general investigation and hearing be ordered concerning the lawfulness of all wholesale electric rates and charges of Delaware Power, Maryland Eastern Shore and Virginia Eastern Shore required to be on file with this Commission including: Delaware Power Rate Schedule FPC Nos. 2, 8, 12, 17, 19, 22, 24, 28, 29, 31 and FPC Electric Tariff Resale Service Schedule No. 1; Maryland Eastern Shore Rate Schedule FPC Nos. 2, 4, 7, 8 and FPC Electric Tariff Resale Service Schedule No. 1; and Virginia Eastern Shore Rate Schedule FPC Nos. 2 and 4.

(2) It is appropriate for purposes of the Federal Power Act that the complaint

against Maryland Eastern Shore by St. Michaels, Docket No. E-7114, and the complaint against Maryland Eastern Shore by Stockton, Docket No. E-7117, be consolidated for purposes of holding a public hearing.

(3) It is appropriate for purposes of the Federal Power Act that a prehearing conference be held before the Presiding Examiner, following the hearing on the alleged illegal overcharge to St. Michaels, for the purpose of framing the factual presentation of the issues remaining to be heard, prescribing procedure and fixing a date of hearing.

(4) It is necessary and appropriate for purposes of the Federal Power Act that Paragraph (B) of the Commission's order issued October 25, 1963, in Docket No. E-7114 be amended to provide that the date of hearing on issues other than alleged illegal overcharges be as fixed by the Presiding Examiner.

The Commission orders:

(A) A public hearing shall be held concerning the lawfulness of all wholesale electric rate schedules and contracts of Delaware Power, Maryland Eastern Shore and Virginia Eastern Shore required to be on file with this Commission, including: Delaware Power Rate Schedule FPC Nos. 2, 8, 12, 17, 19, 22, 24, 28, 29, 31, and FPC Electric Tariff Resale Service Schedule No. 1; Maryland Eastern Shore Rate Schedule FPC Nos. 2, 4, 7, 8, and FPC Electric Tariff Resale Service Schedule No. 1; and Virginia Eastern Shore Rate Schedule FPC Nos. 2 and 4, as provided in paragraph (C) below.

(B) The complaint against Maryland Eastern Shore by St. Michaels, Docket No. E-7114, and the complaint against Maryland Eastern Shore by Stockton, Docket No. E-7117, are hereby consolidated for the purposes of holding a public hearing.

(C) A public hearing shall be held concerning the issues raised in the complaints and answers filed in Docket Nos. E-7114 and E-7117 (with the exception of the illegal overcharge alleged by St. Michaels in Docket No. E-7114), and issues raised as a result of the general investigation of the wholesale electric rates of Delaware Power, Maryland Eastern Shore and Virginia Eastern Shore subject to the jurisdiction of this Commission, at a time and place to be specified by the Presiding Examiner.

(D) A prehearing conference shall be held before the Presiding Examiner on January 15, 1964 at 10:00 a.m., e.s.t., in Washington, D.C., for the purpose of framing the factual presentation of the issues to be heard, prescribing procedure and fixing a date of hearing.

(E) Paragraph (B) of the Commission's order issued October 25, 1963, in Docket No. E-7114 is hereby amended so that the last sentence shall read as follows: "The hearing on all other issues raised in the complaint and answer shall be as fixed by the Presiding Examiner."

(F) Notices of intervention or petitions to intervene in this proceeding may be filed with the Federal Power Commission, Washington, D.C., 20426, on or before December 20, 1963, and in accord-

ance with the Commission's rules of practice and procedure (18 CFR 1.8).

By the Commission.

JOSEPH H. GUTRIDE,
Secretary.

[F.R. Doc. 63-12248; Filed, Nov. 22, 1963;
8:48 a.m.]

[Docket No. G-1907]

SOUTHERN NATURAL GAS CO.

Notice of Petition To Amend

NOVEMBER 18, 1963.

Take notice that on October 7, 1963, Southern Natural Gas Company (Petitioner) P.O. Box 2563, Birmingham, Alabama, filed in Docket No. G-1907 a petition to amend the certificate issued on May 4, 1953.

The certificate issued to petitioner on the date just stated authorized construction and operation of certain facilities and the sale of natural-gas on an interruptible basis to United Merchants and Manufacturers, Inc. (United Merchants) at its Clearwater Finishing Company facilities at Clearwater, South Carolina.

Petitioner states that it has agreed to supply United Merchants up to 500 Mcf of natural gas per day on a firm basis, and that additional metering facilities are required to render the service. The estimated cost of the required facilities would be \$2,835.

Petitioner requests that its certificate be amended authorizing the construction and operation of additional metering facilities and that it be allowed to deliver and sell up to 500 Mcf of gas per day as above described.

This matter is one that should be disposed of as promptly as possible under the applicable rules and regulations and to that end:

Take further notice that preliminary staff analysis has indicated that there are no problems which would warrant a recommendation that the Commission designate this application for formal hearing before an examiner and that, pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Power Commission by sections 7 and 15 of the Natural Gas Act, and the Commission's rules of practice and procedure, a hearing may be held without further notice before the Commission on this application provided no protest or petition to intervene is filed within the time required herein. Where a protest or petition for leave to intervene is timely filed, or where the Commission on its own motion believes that a formal hearing is required, further notice of such hearing will be duly given.

Protests or petitions to intervene may be filed with the Federal Power Commission, Washington, D.C., 20426, in accordance with the rules of practice and procedure (18 CFR 1.8 or 1.10) on or before December 6, 1963.

JOSEPH H. GUTRIDE,
Secretary.

[F.R. Doc. 63-12249; Filed, Nov. 22, 1963;
8:48 a.m.]

[Docket No. 13221 etc.]

UNION TEXAS PETROLEUM ET AL.

Order Severing Proceedings, Conditionally Approving Settlement Proposal, Conditionally Issuing Certificates of Public Convenience and Necessity and Amending Order Issuing Certificate

NOVEMBER 18, 1963.

Union Texas Petroleum, et al., Docket No. G-13221, et al.; The British-American Oil Producing Company (Operator), et al., Docket No. G-14515; The British-American Oil Producing Company, Docket Nos. G-18445, G-18963, CI60-322, CI 61-649 and CI62-1016.

On September 16, 1963, The British-American Oil Producing Company (British-American) filed a motion for severance of the above-entitled British-American and British-American (Operator), et al., dockets from the consolidated proceeding, Union Texas Petroleum, et al., Docket Nos. G-13221, et al. (hereinafter referred to as the Union Texas Proceeding), for approval of the attached settlement proposal and for the prompt issuance of certificates of public convenience and necessity and amendment of a certificate heretofore issued in accordance with the applications and the settlement proposal.

No answers to British-American's motion have been filed.

The terms of the British-American proposal conform, generally, to the other settlements emanating from the Union Texas Proceeding which have been approved by the Commission¹ and provide for maximum initial rates of 20.625 cents per² for sales from south Louisiana (19.0 cents per Mcf for production within the Federal domain, not subject to State taxes) effective April 1, 1963; a five year moratorium on rate increase filings (subject to the usual exceptions); and extension of the make-up periods to four years in all rate schedules or supplements here under consideration which provide a lesser make-up period.³

The matters in Docket No. G-14515 (Rate Schedule No. 31 Supplement No. 3) concern an application to amend a certificate heretofore issued to British-American (Operator), et al., to add acreage;⁴ the matters in the other dockets concern initial applications for certificates.

¹ See orders issued August 7, 1963 (Humble Oil & Refining Company), and October 9, 1963 (Gulf Oil Corporation and Socony Mobil Oil Company, Inc.) in Union Texas Petroleum, et al., Docket Nos. G-13221, et al.

² All rates expressed inclusive of applicable tax reimbursement and all volumes expressed at 15.025 psia.

³ See Appendix for further details.

⁴ British-American's certificate, application for amendment and settlement proposal includes the interest of Harold P. Farrington, a signatory co-owner who has elected not to make his own filings. The other signatory co-owners, Southwest Gas Producing Company, Inc. and Sohio Petroleum Company have their own certificate and rate schedule filings. Sohio has filed a settlement proposal for its application to amend in Docket No. G-14569.

The temporary authorization heretofore issued to British-American in Docket No. CI61-649 (R.S.-49) contains an express refund condition and British-American proposes to make refunds of amounts collected above that which would have been collected at the settlement rate since the date of initial delivery.

In each of the above-listed dockets, British-American proposes to refund all amounts collected above the settlement rate for gas delivered since April 1, 1963, the effective date of the rate reductions. Interest computed at 7 percent per annum will be paid on all amounts to be refunded, such interest to accrue through the last day of the month in which the settlement proposal was filed, September 30, 1963.

The proposal, generally, is in the public interest and we shall approve it subject to the following reservations and conditions.

In the context of the proposal, we interpret the term "delivered" as used in paragraph 1 of the proposal to include gas required to be taken during the moratorium period but paid for and not taken. Our approval of this settlement is conditioned upon such interpretation.

The settlement provisions for adjustments in rates according to our order or orders in Area Rate Proceeding, Docket No. AR61-2, seek to anticipate in part the nature of our final determinations in that matter. It is clear that we shall make no determinations in this matter which will control our conclusions in Docket No. AR61-2. The settlement proposal also provides that adjustments in price growing out of the Area Rate Proceeding, Docket No. AR61-2, should go into effect upon conclusion of judicial review of our final order.

However, we cannot now commit the Commission to conditionally staying the effectiveness of its final order in Docket No. AR61-2. These matters should be decided at the conclusion of that proceeding and our approval of the settlement will be so conditioned.

In accordance with the above we shall sever these British-American and British-American (Operator), et al., dockets from the consolidated proceeding, Union Texas Petroleum, et al., Docket Nos. G-13221, et al., omit the intermediate decision in regard to these dockets⁵ and issue certificates of public convenience and necessity and amend the order issuing certificate in accordance with the applications, settlement proposal and conditions of this order.

The Commission finds:

(1) The British-American Oil Producing Company is a "natural-gas" company within the meaning of the Natural Gas Act, and is engaged in the sale of natural gas in interstate commerce for resale for ultimate public consumption, subject to the jurisdiction of the Commission.

(2) The proposed sales of natural gas are subject to the jurisdiction of the Commission, and such sales, together

with the construction and operation of any facilities subject to the jurisdiction of the Commission necessary therefor, are subject to the requirements of subsections (c) and (e) of section 7 of the Natural Gas Act.

(3) British-American is able and willing properly to do the acts and to perform the services proposed, and to conform to the provisions of the Natural Gas Act and the requirements, rules and regulations of the Commission thereunder.

(4) The proposed sales, together with the construction and operation of any facilities subject to the jurisdiction of the Commission and necessary therefor, are required by the public convenience and necessity and are in the public interest upon the conditions set forth below, and certificates should be issued and the amendment granted as ordered below.

(5) The conditions attached to the certificates herein issued and the amendment herein granted are required by the public convenience and necessity.

(6) No party has opposed the waiver of the intermediate decisions in these proceedings.

The Commission orders:

(A) The motion for waiver of the intermediate decision is granted.

(B) The matters in the British-American and British-American (Operator), et al., dockets listed in the caption to this order are hereby severed from the consolidated proceeding, Union Texas Petroleum, et al., Docket Nos. G-13221, et al.

(C) Certificates of public convenience and necessity are hereby issued to The British-American Oil Producing Company in Docket Nos. G-18445, G-18963, CI60-322, CI61-649 and CI62-1016 and the order granting the certificate to the British-American Oil Producing Company (Operator), et al., in Docket No. G-14515, issued August 5, 1958 is hereby amended, upon the conditions set forth herein authorizing the sales of natural gas in interstate commerce for resale as proposed and as modified by the settlement proposal and this order, and for the construction and operation of any facilities subject to the jurisdiction of the Commission necessary therefor, as more fully described in British-American's applications and settlement proposal herein.

(D) The certificates and the amendment granted by paragraph (C) above, are granted upon the express condition

that British-American comply fully with the terms of this order and the settlement proposal, as modified, which settlement is expressly approved, under the conditions of this order.

(E) Within 30 days after making the refunds required by the terms and conditions of this order and the settlement proposal as modified, British-American shall report to the Commission, in triplicate, the amount of the refunds made to its pipeline purchasers, showing separately the amount of principal and interest so paid and the bases used for such determination, together with releases from the purchasers showing receipt of the refunds in conformity with the settlement as approved.

(F) Upon full compliance of British-American with all the terms of this order and of the settlement proposal, British-American shall be relieved of any further refund obligations in these certificate proceedings and said proceedings shall terminate.

(G) The certificates herein issued are not transferable and shall be effective only so long as British-American continues the acts and operations hereby authorized in accordance with the provisions of the Natural Gas Act and the applicable rules, regulations and orders of the Commission.

(H) The grant of the certificates herein shall not be construed as a waiver of the requirements of section 4 of the Natural Gas Act, or Part 154 of the regulations thereunder: *Provided, however*, That the 30-day notice provision of § 154.94(b) and the detailed submittal requirements of § 154.94(f) are hereby waived insofar as they apply to the filing of reductions in rate as required by this order and the settlement proposal.

(I) The grant of certificates herein and approval of the settlement proposal is without prejudice to any findings or orders which have been or may hereafter be made by the Commission in any proceeding now pending or hereafter instituted by or against British-American, particularly any proceeding under section 5 of the Natural Gas Act and is without prejudice to any claims or contentions which may be made by the Commission, Applicant, the Commission staff, or any affected party herein in any other proceeding.

By the Commission.

[SEAL]

JOSEPH H. GUTRIDE,
Secretary.

APPENDIX

Rate schedule number	Docket No.	Purchaser	Present rate (cents/Mcf) ¹	Proposed settlement rate (cents/Mcf) ¹
31 Supplement No. 3.....	G-14515.....	Texas Gas Transmission Corp.....	(2)	20.625
38.....	G-18445.....	Florida Gas Transmission Co.....	21.25	20.625
42 ³	G-18963.....	Transcontinental Gas Pipe Line Corp.....	23.55	20.625
46.....	CI60-322.....	Tennessee Gas Transmission Co.....	22.1733	19.0
49.....	CI61-649.....	Texas Gas Transmission Corp.....	23.25	20.625
52.....	CI62-1016.....	do.....	21.25	20.625

¹ All rates at 15.025 psia.

² Temporary certificate conditioned to 21.25 cents per Mcf rejected. No sales made from subject acreage. Proposed rate of 21.75 cents per Mcf.

³ Hassie Hunt Trust is a signatory co-owner of the property included under this contract. Hassie Hunt Trust has its own rate schedule and certificate application on file with the Commission. British-American does not propose to settle for Hassie Hunt Trust.

⁴ Offshore sale.

⁵ The hearings in Union Texas Petroleum, et al., consolidated proceeding concluded July 25, 1963.

DEPARTMENT OF LABOR

Wage and Hour Division

CERTIFICATES AUTHORIZING EMPLOYMENT OF FULL-TIME STUDENTS WORKING OUTSIDE OF SCHOOL HOURS IN RETAIL OR SERVICE ESTABLISHMENTS AT SPECIAL MINIMUM WAGES

Notice is hereby given that pursuant to section 14 of the Fair Labor Standards Act of 1938 (52 Stat. 1060, as amended, 29 U.S.C. 201 et seq.), the regulation on employment of full-time students (29 CFR Part 519), and Administrative Orders No. 561 (27 F.R. 4001) and No. 579 (28 F.R. 11524), the establishments listed in this notice have been issued special certificates authorizing the employment of full-time students working outside of school hours at hourly wage rates lower than the minimum wage rates otherwise applicable under section 6 of the act. The effective and expiration dates, type of establishment and total number of employees of the establishment are as indicated below. Pursuant to § 519.6(b) of the regulation, the minimum certificate rates are not less than 85 percent of the minimum applicable under section 6 of the Fair Labor Standards Act.

The following certificates were issued pursuant to paragraphs (c) and (g) of § 519.6 of 29 CFR Part 519, providing for an allowance not to exceed the proportion of the total number of hours worked by full-time students at rates below \$1.00 an hour to the total number of hours worked by all employees in the establishment during the base period, or 10 percent, whichever is lesser, in occupations of the same general classes in which the establishment employed full-time students at wages below \$1.00 an hour in the base period.

REGION II

The Outlet Co., 176 Weybosset Street, Providence, R.I.; effective 10-22-63 to 3-31-64. (department store; 842 employees).

REGION VII

Buehler Market, 2313 N Street, Omaha, Neb.; effective 10-19-63 to 9-2-64 (food store; 10 employees).

Easter Super Valu, Clear Lake, Iowa; effective 7-2-63 to 3-31-64 (food store; 26 employees).

Easter Super Valu, Colfax, Iowa; effective 7-2-63 to 3-31-64 (food store; 14 employees).

Easter Super Valu, Norfolk, Iowa; effective 7-2-63 to 3-31-64 (food store; 13 employees).

Ebony Variety, Inc., d/b/a T. G. & Y. Stores Co., No. 119, 3149 South Seneca, Wichita, Kans.; effective 6-10-63 to 3-31-64 (variety store; 16 employees).

Hested Store, No. 742, Glenwood Springs, Colo.; effective 6-10-63 to 3-31-64 (variety store; 11 employees).

Hested Stores Co., No. 781, 425 Main Street, Grand Junction, Colo.; effective 6-10-63 to 3-31-64 (variety store; 13 employees).

Kesslers Super Market, 621 Sixth Avenue SE., Aberdeen, S. Dak.; effective 6-22-63 to 3-31-64 (food store; 59 employees).

S. S. Kresge Co., No. 24, 522 Washington Avenue, St. Louis, Mo.; effective 6-10-63 to 3-31-64 (variety store; 183 employees).

S. S. Kresge Co., No. 82, 1125 Main Street, Kansas City, Mo.; effective 6-10-63 to 3-31-64 (variety store; 185 employees).

S. S. Kresge Co., No. 99, 619 Kansas Ave., Topeka, Kans.; effective 6-11-63 to 3-31-64 (variety store; 22 employees).

S. S. Kresge Co., No. 109C, 1137 "O" Street, Lincoln, Neb.; effective 6-10-63 to 3-31-64 (variety store; 64 employees).

S. S. Kresge Co., No. 197M, Sears Center, 546 South Santa Fe Avenue, Salina, Kans.; effective 6-10-63 to 3-31-64 (variety store; 33 employees).

S. S. Kresge Co., No. 206, 201-08 South Phillips, Sioux Falls, S. Dak.; effective 6-10-63 to 3-31-64 (variety store; 23 employees).

S. S. Kresge Co., No. 256, 600 Minnesota Avenue, Kansas City, Kans.; effective 6-10-63 to 3-31-64 (variety store; 20 employees).

S. S. Kresge Co., No. 306, 103 East Sixth Street, Fremont, Neb.; effective 6-10-63 to 3-31-64 (variety store; 15 employees).

S. S. Kresge Co., No. 559, 121 Washington Street, Box 366, Iowa City, Iowa; effective 6-10-63 to 3-31-64 (variety store; 32 employees).

S. S. Kresge Co., No. 680C, 9 Federal Avenue, Mason City, Iowa; effective 6-10-63 to 3-31-64 (variety store; 20 employees).

S. H. Kress & Co., 301 North Main Street, Pueblo, Colo.; effective 6-10-63 to 3-31-64 (variety store; 31 employees).

McCrory-McLellan-Green Stores, No. 460, 230 Second Street SE., Cedar Rapids, Iowa; effective 6-10-63 to 3-31-64 (variety store; 26 employees).

McCrory-McLellan-Green Stores, No. 560, 12-14 South Federal, Mason City, Iowa; effective 6-11-63 to 3-31-64 (variety store; 20 employees).

McLellan Stores Co., 624 Minnesota Avenue, Kansas City, Kans.; effective 6-10-63 to 3-31-64 (variety store; 24 employees).

J. J. Newberry Co., 502 Main Street, Joplin, Mo.; effective 6-10-63 to 3-31-64 (variety store; 17 employees).

J. J. Newberry Co., 289-91 Dakota Avenue, SW., Huron, S. Dak.; effective 6-10-63 to 3-31-64 (variety store; 45 employees).

J. J. Newberry Co., No. 217, Parsons, Kans.; effective 6-10-63 to 3-31-64 (variety store; 19 employees).

J. J. Newberry Co., No. 411, Westroads Shopping Center, Richmond Heights, Mo.; effective 6-10-63 to 3-31-64 (variety store; 111 employees).

J. J. Newberry Co., No. 473, 122-24 South Main St., Aberdeen, S. Dak.; effective 6-10-63 to 3-31-64 (variety store; 18 employees).

Newberry Vermillion Corp., No. 523, 7 Court Street, Vermillion, S. Dak.; effective 6-10-63 to 3-31-64 (variety store; 13 employees).

Oliver & Lincoln Variety, Inc., d/b/a T. G. & Y. Stores Co., No. 117, 934 Parklane, Wichita, Kans.; effective 6-11-63 to 3-31-64 (variety store; 23 employees).

The Olson Mercantile Co., 3209 Main Street, Parsons, Kans.; effective 10-18-63 to 9-2-64 (food store; 28 employees).

Philips Department Store, 4935 South 24th Street, Omaha, Neb.; effective 8-1-63 to 3-31-64 (department store; 82 employees).

Philips, Inc., 4935 South 24th Street, Omaha, Neb.; effective 8-1-63 to 3-31-64 (food store; 49 employees).

Temple Stephens Store, No. 14, Brookfield, Mo.; effective 8-28-63 to 3-31-64 (food store; 11 employees).

Temple Stephens Store, No. 19, Macon, Mo.; effective 8-28-63 to 3-31-64 (food store; 7 employees).

Temple Stephens Store, No. 25, Paris, Mo.; effective 8-28-63 to 3-31-64 (food store; 15 employees).

Temple Stephens Store, No. 26, Mexico, Mo.; effective 8-28-63 to 3-31-64 (food store; 10 employees).

Temple Stephens Co., No. 40, Boonville, Mo.; effective 8-28-63 to 3-31-64 (food store; 26 employees).

Temple Stephens Co., No. 44, Columbia, Mo.; effective 8-28-63 to 3-31-64 (food store; 19 employees).

Temple Stephens Co., No. 53, 114 South Williams Street, Moberly, Mo.; effective 8-28-63 to 3-31-64 (food store; 7 employees).

Temple Stephens Co., No. 56, Johnson & Franklin, Moberly, Mo.; effective 8-28-63 to 3-31-64 (food store; 7 employees).

Temple Stephens Store, No. 57, 319 North Morley, Moberly, Mo.; effective 8-28-63 to 3-31-64 (food store; 11 employees).

F. W. Woolworth Co., No. 192, 317-21 North Main Street, Pueblo, Colo.; effective 6-19-63 to 3-31-64 (variety store; 63 employees).

F. W. Woolworth Co., No. 1912, 406 North Main Street, Garden City, Kans.; effective 6-18-63 to 3-31-64 (variety store; 27 employees).

REGION XI

Cash & Carry Superette, Inc., Main Street, Sparta, N.C.; effective 11-1-63 to 9-2-64 (food store; 9 employees).

The following certificates were issued to establishments coming into existence after May 1, 1960, under paragraphs (c), (d), (g), and (h) of § 519.6 of 29 CFR Part 519. The certificates permit the employment of full-time students at rates of not less than 85 cents an hour in the classes of occupations listed, and provide for limitations on the percentage of full-time student hours of employment at rates below \$1.00 an hour to total hours of employment of all employees. The percentage limitations vary from month to month between the minimum and maximum figures indicated.

S. S. Kresge Co., No. 235, Mid-City Mall, 1250 Bardstown Road, Louisville, Ky.; effective 11-7-63 to 9-2-64; sales clerk; between 1.8 percent and 10 percent (variety store; 25 employees).

Neisner Bros., Inc., No. 187, 314 South Highway 19, New Port Richey, Fla.; effective 11-1-63 to 9-2-64; selling, stock, clerical; between 9.8 percent and 10 percent (variety store; 28 employees).

The following certificates were issued to establishments under paragraph (k) of § 519.6 of 29 CFR Part 519. These certificates supplement the certificates issued pursuant to other paragraphs of that section, but do not authorize the employment of full-time students at rates below \$1.00 an hour in additional occupations. The certificates contain limitations on the percentage of full-time student hours of employment at rates below \$1.00 an hour to total hours of employment of all employees. The additional allowances apply to the specified months and vary from month to month between the minimum and maximum figures indicated.

Neisner Bros., Inc., No. 2, 14325 Gratiot Avenue, Detroit, Mich.; effective 11-1-63 to 12-31-63; between 17.0 percent and 20.0 percent for the months of November and December (variety store; 37 employees).

Neisner Bros., Inc., No. 13, 9644 Joseph Campau, Detroit, Mich.; effective 11-1-63 to 12-31-63; between 4.2 percent and 20.0 percent for the months of November and December (variety store; 50 employees).

Neisner Bros., Inc., No. 20, 48 East Seventh Street, St. Paul, Minn.; effective 11-1-63 to 12-31-63; between 6.4 percent and 17.2 per-

cent for the months of November and December (variety store; 38 employees).

Neisner Bros., Inc., No. 25, 424 Main Street, Racine, Wis.; effective 11-1-63 to 12-31-63; between 1.3 percent and 10.6 percent for the months of November and December (variety store; 17 employees).

Neisner Bros., Inc., No. 31, 1343 Milwaukee Avenue, Chicago, Ill.; effective 11-1-63 to 12-31-63; between 10.2 percent and 10.8 percent for the months of November and December (variety store; 27 employees).

Neisner Bros., Inc., No. 35, 4255 Archer Avenue, Chicago, Ill.; effective 11-1-63 to 12-31-63; between 4.5 percent and 20.0 percent for the months of November and December (variety store; 29 employees).

Neisner Bros., Inc., No. 38, 3908 Cottage Grove Avenue, Chicago, Ill.; effective 11-1-63 to 12-31-63; between 1.0 percent and 13.4 percent for the months of November and December (variety store; 22 employees).

Neisner Bros., Inc., No. 39, 4619 Montgomery Avenue, Norwood, Ohio; effective 11-1-63 to 12-31-63; between 2.4 percent and 7.9 percent for the months of November and December (variety store; 39 employees).

Neisner Bros., Inc., No. 40, 3359 Federal Highway, Pompano Beach, Fla.; effective 11-1-63 to 12-31-63; 20.0 percent for the months of November and December (variety store; 26 employees).

Neisner Bros., Inc., No. 52, 3431 South Halsted Street, Chicago, Ill.; effective 11-1-63 to 12-31-63; between 9.4 percent and 14.8 percent for the months of November and December (variety store; 35 employees).

Neisner Bros., Inc., No. 54, 4723 South Ashland Avenue, Chicago, Ill.; effective 11-1-63 to 12-31-63; between 13.8 percent and 20.0 percent for the months of November and December (variety store; 28 employees).

Neisner Bros., Inc., No. 57, 411 East 47th Street, Chicago, Ill.; effective 11-1-63 to 12-31-63; between 5.5 percent and 16.1 percent for the months of November and December (variety store; 42 employees).

Neisner Bros., Inc., No. 59, 2700 Cherokee Street, St. Louis, Mo.; effective 11-1-63 to 12-31-63; between 10.1 percent and 20.0 percent for the months of November and December (variety store; 26 employees).

Neisner Bros., Inc., No. 74, 1252 South Halsted Street, Chicago, Ill.; effective 11-1-63 to 12-31-63; between 11.5 percent and 17.7 percent for the months of November and December (variety store; 53 employees).

Neisner Bros., Inc., No. 82, 7701 Harper Avenue, Detroit, Mich.; effective 11-1-63 to 12-31-63; between 10.0 percent and 20.0 percent for the months of November and December (variety store; 20 employees).

Neisner Bros., Inc., No. 88, 7174 West Grand Avenue, Chicago, Ill.; effective 11-1-63 to 12-31-63; between 6.1 percent and 9.9 percent for the months of November and December (variety store; 16 employees).

Neisner Bros., Inc., No. 97, 4058 West Madison Street, Chicago, Ill.; effective 11-1-63 to 12-31-63; between 1.0 percent and 7.5 percent for the months of November and December (variety store; 75 employees).

Neisner Bros., Inc., No. 99, 1130 North Main Street, Gainesville, Fla.; effective 11-1-63 to 12-31-63; between 1.6 percent and 9.5 percent for the months of November and December (variety store; 20 employees).

Neisner Bros., Inc., No. 107, 421 South Washington Street, Royal Oak, Mich.; effective 11-1-63 to 12-31-63; between 3.2 percent and 20.0 percent for the months of November and December (variety store; 34 employees).

Neisner Bros., Inc., No. 132, 1321 North Ridge Road, Lorain (Sheffield), Ohio; effective 11-1-63 to 12-31-63; between 4.8 percent and 16.1 percent for the months of November and December (variety store; 19 employees).

Neisner Bros., Inc., No. 136, 481 NE. 81st Street, Miami, Fla.; effective 11-1-63 to

12-31-63; between 6.3 percent and 15.2 percent for the months of November and December (variety store; 29 employees).

Neisner Bros., Inc., No. 139, 7450 Forsyth Boulevard, St. Louis, Mo.; effective 11-1-63 to 12-31-63; between 4.4 percent and 8.3 percent for the months of November and December (variety store; 21 employees).

Neisner Bros., Inc., No. 150, 1018 Winston Plaza, Melrose Park, Ill.; effective 11-1-63 to 12-31-63; between 14.5 percent and 20.0 percent for the months of November and December (variety store; 44 employees).

Neisner Bros., Inc., No. 167, 20271 South Federal Highway, Cutler Ridge, Fla.; effective 11-1-63 to 12-31-63; between 4.9 percent and 9.0 percent for the months of November and December (variety store; 27 employees).

Each certificate has been issued upon the representations of the employer which, among other things, were that employment of full-time students at special minimum rates is necessary to prevent curtailment of opportunities for employment, and the hiring of full-time students at special minimum rates will not tend to displace full-time employees. The certificates may be annulled or withdrawn, as indicated therein, in the manner provided in Part 528 of Title 29 of the Code of Federal Regulations. Any person aggrieved by the issuance of any of these certificates may seek a review or reconsideration thereof within 15 days after publication of this notice in the FEDERAL REGISTER pursuant to the provisions of 29 CFR 519.9.

Signed at Washington, D.C., this 14th day of November 1963.

ROBERT G. GRONEWALD,
*Authorized Representative of
the Administrator.*

[F.R. Doc. 63-12252; Filed, Nov. 22, 1963;
8:48 a.m.]

INTERSTATE COMMERCE COMMISSION

FOURTH SECTION APPLICATION FOR RELIEF

NOVEMBER 20, 1963.

Protests to the granting of an application must be prepared in accordance with Rule 1.40 of the general rules of practice (49 CFR 1.40) and filed within 15 days from the date of publication of this notice in the FEDERAL REGISTER.

LONG-AND-SHORT HAUL

FSA No. 38668: *Soda ash to Westover, Ga.* Filed by O. W. South, Jr., agent (No. A4406), for interested rail carriers. Rates on soda ash, in bulk in covered hopper cars, in carloads, from Baton Rouge and North Baton Rouge, La., to Westover, Ga.

Grounds for relief: Market competition.

Tariff: Supplement 117 to Southern Freight Association, agent, tariff I.C.C. S-89.

By the Commission.

[SEAL] HAROLD D. McCoy,
Secretary.

[F.R. Doc. 63-12261; Filed, Nov. 22, 1963;
8:48 a.m.]

[Notice No. 901]

MOTOR CARRIER TRANSFER PROCEEDINGS

NOVEMBER 20, 1963.

Synopses of orders entered pursuant to section 212(b) of the Interstate Commerce Act, and rules and regulations prescribed thereunder (49 CFR Part 179), appear below:

As provided in the Commission's special rules of practice any interested person may file a petition seeking reconsideration of the following numbered proceedings within 20 days from the date of publication of this notice. Pursuant to section 17(8) of the Interstate Commerce Act, the filing of such a petition will postpone the effective date of the order in that proceeding pending its disposition. The matters relied upon by petitioners must be specified in their petitions with particularity.

No. MC-FC 66225. By order of November 14, 1963, the Transfer Board approved the transfer to Travel Tours, Inc., Trenton, N.J., of Certificates in Nos. MC 77751 and MC 77751 (Sub-No. 1) issued April 23, 1942, and September 26, 1962, respectively, to Joseph Layton, doing business as Layton's Bus Service, Trenton, N.J., authorizing the transportation, in charter operations, over irregular routes, of Passengers and their baggage, (1) from Trenton, N.J., and points within 15 miles thereof, to specified points in Delaware, Virginia, New York, Pennsylvania, and the District of Columbia, and (2) from Burlington, N.J., and points within 10 miles thereof, to specified points in Delaware and Pennsylvania. Henry F. Gill, Broad Street Bank Building, Trenton, N.J., attorney for applicants.

No. MC-FC 66363. By order of November 14, 1963, the Transfer Board approved the transfer to Kenneth Husted, doing business as Husted Truck Line, Baring, Mo., of the operating rights issued by the Commission on June 10, 1949, under Certificate No. MC 96444 to Fredrick Prebe and Edward Prebe, a partnership, doing business as Prebe Bros., Edina, Mo., authorizing the transportation over regular routes of Livestock, between Edina, Mo., and East St. Louis and National Stock Yards, Ill.; feed and fertilizer, from National Stock Yards, over specified routes to Edina, Mo.; prepared roofing and composition shingles, from East St. Louis over specified routes to Edina. Tom B. Brown, Edina, Mo., attorney for applicants.

No. MC-FC 66365. By order of November 15, 1963, the Transfer Board approved the transfer to Nicholas Briges, doing business as Loungecraft Movers, Rego Park, N.Y., of the operating rights in Certificate in No. MC 112744, issued October 15, 1962, to Edward Miller, Jr., doing business as Edward Miller & Son, Richmond Hill, N.Y., authorizing the transportation, over irregular routes, of household goods as defined by the Commission, between New York, N.Y., and points in Nassau and Suffolk Counties, N.Y., on the one hand, and, on the other, points in New York, Connecticut, New Jersey, and those in that part of Pennsyl-

vanla on and east of U.S. Highway 15. Morris Honig, 150 Broadway, New York 38, N.Y., attorney for applicants.

No. MC-FC 66371. By order of November 14, 1963, the Transfer Board approved the transfer to Wilson & Whitney Leasing, Inc., East Syracuse, N.Y., of Permit in No. MC 124431 issued November 29, 1962, to Richard G. Laws, doing business as D & S Leasing Service, Liverpool, N.Y., authorizing the transportation of sheet steel cans, over irregular routes, from the plant site of Stern Can Co., Inc., in Boston, Mass., to points in that part of New York on and north of U.S. Highway 6. Francis E. Barrett, Jr., 182 Forbes Building, Forbes Road, Braintree 84, Mass., attorney for applicants.

No. MC-FC 66374. By order of November 14, 1963, the Transfer Board approved the transfer to K. L. Breeden & Sons, Inc., Terrell, Tex., of Certificate in No. MC 52694, issued June 28, 1961, to C & R Trucking Co., a corporation, Tulsa, Okla., authorizing the transportation, over irregular routes, of: Machinery, materials, supplies, and equipment, in connection with natural gas and petroleum industry, between points in Oklahoma, Kansas, and Texas. Rufus H. Lawson, 2400 Northwest 23d, Oklahoma City 7, Okla., attorney for applicants.

No. MC-FC 66376. By order of November 14, 1963, the Transfer Board ap-

proved the transfer to Rudolph Svitak, Joe Svitak and Ed Svitak, a partnership, doing business as Rudolph Svitak and Sons, RR4, Marion, Kans., of Certificate in No. MC 60228, issued February 6, 1962, to D. E. Schinnerer and S. C. Schinnerer, a partnership, doing business as Schinnerer Brothers, Florence, Kans., authorizing the transportation over irregular routes of livestock, from Burns, Kans., and points within 20 miles of Burns, to Kansas City, Mo.; and livestock and feed, on return; household goods from points in the above-specified Kansas territory to points in Missouri, Oklahoma, and Colorado; fresh fruit, from Anadarko, Okla., to points in the above-specified Kansas territory; feed from Kansas City, Mo., to Newton, Kans., and points within 20 miles of Newton; hardware, from Kansas City, Mo. to Newton, Kans.; livestock, between Newton, Kans., and points within 25 miles of Newton, on the one hand, and, on the other, Kansas City, Mo.; household goods and agricultural implements and supplies, between Newton, Kans., and points within 20 miles of Newton, on the one hand, and, on the other, Kansas City, Mo.

No. MC-FC 66387. By order of November 14, 1963, the Transfer Board approved the transfer to Thomas S. San Giacomo, Inc., Orange, N.J., of Certificates in Nos. MC 95926 and MC 95926

(Sub-No. 4), issued May 15, 1962 and June 28, 1962, respectively, to Collins Trucking Co., a corporation, Orange, N.J., authorizing the transportation over irregular routes, waste paper, from New York, N.Y., to Whippany, Garwood, Somerville, and Clifton, N.J.; waste paper, in bales, from Orange, N.J., to Moodna (Cornwall) Town of New Windsor, N.Y.; paper on rolls, from Moodna (Cornwall) Town of New Windsor, N.Y., to points in Bergen, Passaic, Hudson, Essex, Union, Morris, Middlesex, Monmouth, Mercer, Somerset, and Camden Counties, N.J., and to New York, N.Y.; finished paper, from Garwood and Clifton, N.J., to New York, N.Y.; scrap iron, between New York, N.Y., and Trenton, N.J.; paper on rolls, from Cornwall, N.Y., to points in Massachusetts, Rhode Island, Connecticut, Nassau and Suffolk Counties, N.Y., and Chester, Philadelphia, Montgomery, Bucks, Lehigh, Northampton, Carbon, Monroe, Lackawanna, Wayne, and Pike Counties, Pa.; and waste and scrap paper, from the above-described destination points, to Cornwall, N.Y. Bert Collins, 140 Cedar Street, New York 6, N.Y., representative for applicants.

[SEAL]

HAROLD D. MCCOY,
Secretary.

[F.R. Doc. 63-12262; Filed, Nov. 22, 1963;
8:48 a.m.]

CUMULATIVE CODIFICATION GUIDE—NOVEMBER

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