FEDERAL REGISTER

VOLUME 34 • NUMBER 166

Friday, August 29, 1969 • Washington, D.C.

Pages 13789–13897

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THE NATIONAL ARCHIVES OF THE UNITED STATES * 1934 *

FEDERAL REGISTER

Area Code 202 Phone 962-8626

Published daily, Tuesday through Saturday (no publication on Sundays, Mondays, or on the day after an official Federal holiday), by the Office of the Federal Register, National Archives and Records Service, General Services Administration, Washington, D.C. 20408, pursuant to the authority contained in the Federal Register Act, approved July 26, 1935 (49 Stat. 500, as amended; 44 U.S.C., Ch. 15), under regulations prescribed by the Administrative Committee of the Federal Register, approved by the President (1 CFR Ch. I). Distribution is made only by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

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Chapter I—Federal Aviation Administration, Department of Transportation

[Docket No. 69-EA-105; Amdt. 39-825]

PART 39—AIRWORTHINESS DIRECTIVES

General Electric Engines

Pursuant to the authority delegated to me by the Administrator (14 CFR 11.89; 31 F.R. 13697), an amendement to Airworthiness Directive 39-824 was adopted on August 15, 1969, and made effective immediately as to all known U.S. Operators of Boeing Vertol 107 and Sikorsky S61 and S62 aircraft with General Electric Engine Models CT58-100-1, CT58-100-2, CT58-110-1, CT58-110-2, CT58-140-2, T58-GE-1, and T58-GE-5.

Amendment 39-824 requires removing from service certain Stage 1 and Stage 2 turbine rotor discs in General Electric Engine Models CT58-100-1, CT58-100-2, CT58-110-1, CT58-110-2, CT58-140-1, CT58-140-2, T58-GE-1, and T58-GE-5, installed in Boeing Vertol 107 and Sikorsky S61 and S62 aircraft. After issuing Amendment 39-824, the Federal Aviation Administration has determined that for certain discs referred to therein, the operational limits contained in the engine maintenance manuals are satisfactory. The amendment is as follows:

Delete the Stage 1 Discs 278D978P002 and 37D400498P101 and Stage 2 Discs 278D979-P002 and 37D400499P101 from the airworthiness directive.

Since it was found that immediate corrective action was required, notice and public procedure thereon was impracticable and contrary to the public interest and good cause existed for making the airworthiness directive effective immediately as to all known U.S. operators of Boeing Vertol 107 and Sikorsky S61 and S62 aircraft with General Electric Engine Models CT68-100-1, CT58-100-2, CT58-110-1, CT58-110-2, CT58-140-1, CT58-140-2, T58-GE-1, and T58-GE-5, by individual telegrams dated August 15, 1969. These conditions still exist and the airworthiness directive is hereby published in the FEDERAL REGISTER as an amendment to §39.13 of Part 39 of the Federal Aviation Regulations to make it effective as to all persons.

This amendment becomes effective upon publication in the FEDERAL REGISTER for all persons except those to whom it was made effective immediately by telegram dated August 15, 1969.

(Sec. 313(a), 601, and 603, Federal Aviation Act of 1958, 49 U.S.C. 1354(a), 1421, and 1423, sec. 6(c), Department of Transportation Act, 49 U.S.C. 1655(c))

Issued in Jamaica, N.Y., on August 19, 1969.

WAYNE HENDERSHOT,
Acting Director, Eastern Region.

[F.R. Doc. 69-10324; Filed, Aug. 28, 1969; 8:46 a.m.]

[Docket No. 69-EA-98; Amdt. 39-826]

PART 39—AIRWORTHINESS DIRECTIVE

Piper Aircraft

The Federal Aviation Administration is amending § 39.13 of Part 39 of the Federal Aviation Regulations so as to amend AD 69-13-4 applicable to Piper PA-31 and PA-31-300 type airplanes. The airworthiness directive as promulgated failed to state the serial numbers of the type aircraft affected. The purpose of this airworthiness directive is to establish such groups of aircraft.

Since this amendment is clarifying in nature, notice and public procedure hereon are unnecessary and the amendment may be made effective in less than 30 days.

In consideration of the foregoing and pursuant to the authority delegated to me by the Administrator, 14 CFR 11.85 (31 F.R. 13697), § 39.13 (AD 69-13-4) of Part 39 of the Federal Aviation Regulations is amended as follows:

1. By inserting in the applicability statement after the word "airplanes" the words and figures ", serial numbers 31-2 through 31-259".

This amendment is effective September 3, 1969.

(Secs. 313(a), 601 and 603, Federal Aviation Act of 1958, 49 U.S.C. 1354(a), 1421, and 1423, sec. 6(c), Department of Transportation Act, 49 U.S.C. 1655(c))

Issued in Jamaica, N.Y., on August 19, 1969.

GEORGE M. GARY,
Director, Eastern Region.

[F.R. Doc. 69-10325; Filed, Aug. 28, 1969; 8:46 a.m.]

[Airspace Docket No. 69-CE-72]

PART 71—DESIGNATION OF FEDERAL AIRWAYS, CONTROLLED AIRSPACE, AND REPORTING POINTS

Alteration of Control Zone and Transition Area

The purpose of this amendment to Part 71 of the Federal Aviation Regulations is to alter the control zone and transition area at Bozeman, Mont.

U.S. Standard for Terminal Instrument Procedures (TERPS) became effective November 18, 1967, and was issued only after extensive consideration and discussion with Government agencies concerned and affected industry groups. TERPS updates the criteria for the establishment of instrument approach procedures in order to meet the safety requirements of modern day aviation and to make more efficient use of the airspace possible. As a result, the criteria for designation of controlled airspace for the protection of these procedures were modified to conform to TERPS. The new criteria requires minor alteration of the Bozeman, Mont., control zone and transition area. Action is taken herein to reflect these changes.

Since changes in most, if not all, existing airspace designations are required in order to achieve the increased safety and efficient use of the airspace that TERPS is designed to accomplish and since these changes are minor in nature, notice and public procedure hereon have been determined to be both unnecessary and impracticable.

In consideration of the foregoing, Part 71 of the Federal Aviation Regulations is amended effective 0901 G.m.t., October 16, 1969, as hereinafter set forth:

(1) In § 71.171 (34 F.R. 4557), the following control zone is amended to read:

BOZEMAN, MONT.

Within a 7-mile radius of Gallatin Field (latitude 45°46'50" N., longitude 111°09'20" W.)

(2) In § 71.181 (34 F.R. 4637), the following transition area is amended to read:

BOZEMAN, MONT.

That airspace extending upward from 700 feet above the surface within an 11-mile radius of Gallatin Field (latitude 45°46'50" N., longitude 111°09'20" W.); and that airspace extending upward from 1,200 feet above the surface within 4½ miles northeast and 10½ miles southwest of the Bozeman VOR 308° radial, extending from the VOR to 18½ miles northwest of the VOR.

(Sec. 307(a), Federal Aviation Act of 1958, 49 U.S.C. 1348, sec. 6(c), Department of Transportation Act, 49 U.S.C. 1655(c))

Issued in Kansas City, Mo., on July 30, 1969.

EDWARD C. MARSH,
Director, Central Region.

[F.R. Doc. 69-10326; Filed, Aug. 28, 1969; 8:46 a.m.]

[Airspace Docket No. 69-EA-51]

PART 71—DESIGNATION OF FEDERAL AIRWAYS, CONTROLLED AIRSPACE, AND REPORTING POINTS

Alteration of Federal Airway Segments

On June 25, 1969, a notice of proposed rule making was published in the FEDERAL REGISTER (34 F.R. 9811) stating that the Federal Aviation Administration was considering amendments to Part 71 of

the Federal Aviation Regulations that would alter segments of VOR Federal airways Nos. 14, 30, 92, and 435, in the vicinity of Attica, Ohio.

Interested persons were afforded an opportunity to participate in the proposed rule making through submission of comments. Three comments were received in response to the notice. The comment received from the Air Transport Association of America interposed no objection to the proposals. The comments received from the American Tower Company, Shelby, Ohio, and from the Airport Manager, Seneca County Airport, Tiffin, Ohio, are not related to the proposed airway realignments contained in the notice, but were related to the planned decommissioning of the Attica VORTAC. The decommissioning of this facility is an independent action which is processed under non-rule-making procedures. The Airport Manager, Seneca County Airport, expressed concern that the IFR approach procedure to the Seneca County Airport, utilizing the Findlay, Ohio, VORTAC was not adequate. Prior to the establishment of this procedure on June 26, 1969, the FAA conducted detailed flight inspection of the procedure and was satisfied that it met the agency's stringent requirements for navigational capabilities. The American Tower Co. in their comment objected to the closing of the Attica VORTAC because the Shelby Community Airport uses it as a cross reference point for instrument approaches. The designated instrument approach procedure approved by the FAA for the Shelby Community Airport utilizes the Mansfield, Ohio, VORTAC for its proper execution. This instrument approach procedure is in no way associated with the Attica VORTAC.

In consideration of the foregoing, Part 71 of the Federal Aviation Regulations is amended effective, 0901 G.m.t., October 16, 1969, as hereinafter set forth.

Section 71.123 (34 F.R. 4509) is amended as follows:

a. In V-14 "12 AGL Attica, Ohio; 12 AGL Cleveland, Ohio;" is deleted and "INT Findlay 062° and Cleveland, Ohio, 258° radials; Cleveland;" is substituted therefor.

b. In V-30 "12 AGL Attica, Ohio;" is deleted and "Cleveland, Ohio;" is substituted therefor.

c. In V-92 "12 AGL Attica, Ohio;" is deleted.

d. V-435 is amended to read:

"V-435 From Rosewood, Ohio, via INT Rosewood 045° and Cleveland, Ohio, 241° radials; to Cleveland."

(Sec. 307(a), Federal Aviation Act of 1958, 49 U.S.C. 1348, sec. 6(c), Department of Transportation Act, 49 U.S.C. 1655(c))

Issued in Washington, D.C., on August 25, 1969.

T. McCORMACK,
Acting Chief, Airspace and Air Traffic Rules Division.

[F.R. Doc. 69-10327; Filed, Aug. 28, 1969; 8:46 a.m.]

[Airspace Docket No. 69-WE-48]

PART 71—DESIGNATION OF FEDERAL AIRWAYS, CONTROLLED AIRSPACE, AND REPORTING POINTS

Alteration of Transition Area

On July 9, 1969, a notice of proposed rule making was published in the FEDERAL REGISTER (34 F.R. 11379) stating that the Federal Aviation Administration was considering an amendment to Part 71 of the Federal Aviation Regulations that would alter the description of the Pueblo, Colo., transition area.

Interested persons were given 30 days in which to submit written comments, suggestions, or objections. No objections have been received and the proposed amendment is hereby adopted without change.

Effective Date. This amendment shall be effective 0901 G.m.t., October 16, 1969.

Issued in Los Angeles, Calif., on August 20, 1969.

LEE E. WARREN,
Acting Director, Western Region.

In § 71.181 (34 F.R. 4637) the Pueblo, Colo., transition area is amended by deleting all after "* * *, latitude 38°07'00" N., longitude 104°04'00" W., * * *" and substituting therefor "* * * thence west along latitude 38°07'00" N., to the west edge of V-19; thence south along the west edge of V-19 and west along the north edge of V-210 to longitude 105°00'00" W., thence to latitude 38°07'00" N., longitude 104°43'00" W., to latitude 38°07'00" N., longitude 105° 00'00" W., to latitude 38°25'00" N., longitude 105°00'00" W., to latitude 38°25'00" N., longitude 104°52'00" W., thence to point of beginning.

[F.R. Doc. 69-10328; Filed, Aug. 28, 1969; 8:46 a.m.]

[Airspace Docket No. 69-WE-25]

PART 71—DESIGNATION OF FEDERAL AIRWAYS, CONTROLLED AIRSPACE, AND REPORTING POINTS

Designation of Control Zone

On April 5, 1969, a notice of proposed rule making was published in the FEDERAL REGISTER (34 F.R. 6197) stating that the Federal Aviation Administration was considering an amendment to Part 71 of the Federal Aviation Regulations that would designate a control zone for Arapahoe County Airport, Greenwood Village, Colo.

Interested persons were given 30 days in which to submit written comments, suggestions, or objections. No objections were received and the proposed amendment is hereby adopted without change.

Effective Date. This amendment shall be effective 0901 G.m.t., January 8, 1970.

Issued in Los Angeles, Calif., on August 13, 1969.

LEE E. WARREN,
Acting Director, Western Region.

In § 71.171 (34 F.R. 4557) the following control zone is added:

GREENWOOD VILLAGE, COLO.

Within a 5-mile radius of Arapahoe County Airport (latitude 39°34'28" N., longitude 104°51'02" W.), excluding that airspace within the Denver, Colo., control zone. This control zone is effective during the specific dates and times established in advance by a Notice to Airmen. The effective dates and times will thereafter be continuously published in the Airman's Information Manual.

[F.R. Doc. 69-10329; Filed, Aug. 28, 1969; 8:46 a.m.]

[Airspace Docket No. 69-WA-34]

PART 71—DESIGNATION OF FEDERAL AIRWAYS, CONTROLLED AIRSPACE, AND REPORTING POINTS

Designation of Federal Airway Segment

The purpose of this amendment to Part 71 of the Federal Aviation Regulations is to designate the U.S. portion of VOR Federal airway No. 161 segment that would extend from International Falls, Minn., to Winnipeg, Manitoba, Canada.

The Canadian Department of Transport has advised that they have an immediate requirement for a VOR airway to be designated from Winnipeg direct to International Falls. The U.S. segment of this VOR airway would involve a minimal amount of controlled airspace.

Since this action is minor in nature, the Administrator has determined that notice and public procedure thereon is unnecessary. However, since it is necessary that sufficient time be allowed to permit appropriate change to aeronautical charts, this amendment will become effective more than 30 days after publication.

In consideration of the foregoing, Part 71 of the Federal Aviation Regulations is amended effective 0901 G.m.t., November 13, 1969, as hereinafter set forth.

In § 71.123 (34 F.R. 4509) V-161 is amended by deleting "12 AGL International Falls." and substituting "International Falls, Minn.; to Winnipeg, Manitoba, Canada, excluding the portion within Canada." therefor.

(Sec. 307(a), Federal Aviation Act of 1958, 49 U.S.C. 1348, sec. 6(c), Department of Transportation Act, 49 U.S.C. 1655(c))

Issued in Washington, D.C., on August 21, 1969.

T. McCORMACK,
Acting Chief, Airspace and Air Traffic Rules Division.

[F.R. Doc. 69-10330; Filed, Aug. 28, 1969; 8:46 a.m.]

SUBCHAPTER F—AIR TRAFFIC AND GENERAL OPERATING RULES

[Reg. Docket No. 9754; Amdt. 664]

PART 97—STANDARD INSTRUMENT APPROACH PROCEDURES

Miscellaneous Amendments

The amendments to the standard instrument approach procedures contained herein are adopted to become effective when indicated in order to promote safety. The amended procedures supersede the existing procedures of the same classification now in effect for the airports specified therein. For the convenience of the users, the complete procedure is republished in this amendment indicating the changes to the existing procedures.

As a situation exists which demands immediate action in the interests of safety in air commerce, I find that compliance with the notice and procedure provisions of the Administrative Procedure Act is impracticable and that good cause exists for making this amendment effective within less than 30 days from publication.

In view of the foregoing and pursuant to the authority delegated to me by the Administrator (24 F.R. 5662), Part 97 (14 CFR Part 97) is amended as follows:

1. By amending § 97.11 of Subpart B to delete low or medium frequency range (L/MF), automatic direction finding (ADF) and very high frequency omnirange (VOR) procedures as follows:

Denver, Colo.—Stapleton International, ADF 1, Amdt. 27, 19 June 1965 (established under Subpart C).
Harrisburg, Ill.—Harirsburg-Raleigh, ADF 1, Amdt. 1, 23 May 1964 (established under Subpart C).
Newark, N.J.—Newark, ADF 1, Amdt. 18, 19 June 1965 (established under Subpart C).
Newark, N.J.—Newark, ADF 2, Amdt. 7, 16 July 1966 (established under Subpart C).
Sioux Falls, S. Dak.—Joe Foss Field, NDB (ADF) Runway 3, Amdt. 12, 5 Aug. 1967 (established under Subpart C).
Somerset, Ky.—Somerset-Pulaski Co., NDB (ADF) Runway 4, Amdt. 1, 17 June 1967 (established under Subpart C).
Fort Dodge, Iowa—Fort Dodge Municipal, VOR 1, Amdt. 7, 29 Oct. 1966 (established under Subpart C).
Menominee, Mich.—Menominee County, VOR 1, Amdt. 2, 10 Apr. 1965 (established under Subpart C).
Pottsville, Pa.—Schuylkill Co., (Joe Zerbey) VOR Runway 4, Orig., 22 Apr. 1967 (established under Subpart C).
Salisbury, Md.—Salisbury-Wicomico Co., VOR Runway 4, Amdt. 4, 23 Sept. 1967 (established under Subpart C).
Salisbury, Md.—Salisbury-Wicomico Co., VOR Runway 22, Amdt. 4, 23 Sept. 1967 (established under Subpart C).
Salisbury, Md.—Salisbury-Wicomico Co., VOR Runway 31, Amdt. 4, 23 Sept. 1967 (established under Subpart C).
Santa Ana, Calif.—Orange County, VOR Runway 1L, Amdt. 3, 16 Sept. 1967 (established under Subpart C).
Santa Ana, Calif.—Orange County, VOR Runway 19R, Amdt. 8, 16 Sept. 1967 (established under Subpart C).
Sioux Falls, S. Dak.—Joe Foss Field, VOR Runway 15, Amdt. 6, 5 Aug. 1967 (established under Subpart C).
Watertown, N.Y.—Municipal, VOR 1, Amdt. 7, 24 Sept. 1966 (established under Subpart C).

2. By amending § 97.11 of Subpart B to cancel low or medium frequency range (L/MF), automatic direction finding (ADF) and very high frequency omnirange (VOR) procedures as follows:

Denver, Colo.—Stapleton International, ADF 2, Amdt. 3, 30 July 1966, canceled, effective 18 Sept. 1969.
Denver, Colo.—Stapleton International, VOR 1, Amdt. 6, 26 Dec. 1964, canceled, effective 18 Sept. 1969.

3. By amending § 97.13 of Subpart B to cancel terminal very high frequency omnirange (TerVOR) procedures as follows:

Kalamazoo, Mich.—Kalamazoo Municipal, TerVOR-5, Amdt. 6, 3 Oct. 1964, canceled, effective 18 Sept. 1969.
Kalamazoo, Mich.—Kalamazoo Municipal, TerVOR-27, Amdt. 4, 25 Jan. 1964, canceled, effective 18 Sept. 1969.

4. By amending § 97.15 of Subpart B to delete very high frequency omnirange-distance measuring equipment (VOR/DME) procedures as follows:

Blacksburg, Va.—VPI, VOR/DME Runway 8, Amdt. 1, 10 Feb. 1968 (established under Subpart C).
Fort Dodge, Iowa—Fort Dodge Municipal, VOR/DME-1, Amdt. 3, 29 Oct. 1966 (established under Subpart C).
Lafayette, Ind.—Halsmer, VOR/DME 1, Amdt. 1, 16 Jan. 1965 (established under Subpart C).
Sioux Falls, S. Dak.—Joe Foss Field, VOR/DME Runway 33, Orig., 6 Jan. 1968 (established under Subpart C).

5. By amending § 97.17 of Subpart B to delete instrument landing system (ILS) procedures as follows:

Denver, Colo.—Stapleton International, ILS-8R (Back Course), Amdt. 4, 30 July 1966 (established under Subpart C).
Denver, Colo—Stapleton International, ILS-17 (Back Course), Amdt. 4, 30 July 1966 (established under Subpart C).
Denver, Colo.—Stapleton International, ILS-26L, Amdt. 30, 19 June 1965 (established under Subpart C).
Denver, Colo.—Stapleton International, ILS-35, Amdt. 6, 7 Jan. 1967 (established under Subpart C).
Newark, N.J.—Newark, ILS-4, Amdt. 19, 13 Nov. 1965 (established under Subpart C).
Newark, N.J.—Newark, ILS Runway 22, Amdt. 13, 23 May 1968 (established under Subpart C).
Sioux Falls, S. Dak.—Joe Foss Field, ILS Runway 3, Amdt. 14, 5 Aug. 1967 (established under Subpart C).
Sioux Falls, S. Dak.—Joe Foss Field, LOC (BC) Runway 21, Amdt. 10, 28 Oct. 1967 (established under Subpart C).

6. By amending § 97.19 of Subpart B to delete radar procedures as follows:

Denver, Colo.—Stapleton International, Radar 1, Amdt. 4, 2 Jan. 1965 (established under Subpart C).

7. By amending § 97.23 of Subpart C to establish very high frequency omnirange (VOR) and very high frequency-distance measuring equipment (VOR/DME) procedures as follows:

STANDARD INSTRUMENT APPROACH PROCEDURE—TYPE VOR

Bearings, headings, courses and radials are magnetic. Elevations and altitudes are in feet MSL, except HAT, HAA, and RA. Ceilings are in feet above airport elevation. Distances are in nautical miles unless otherwise indicated, except visibilities which are in statute miles or hundreds of feet RVR.

If an instrument approach procedure of the above type is conducted at the below named airport, it shall be in accordance with the following instrument approach procedure, unless an approach is conducted in accordance with a different procedure for such airport authorized by the Administrator. Initial approach minimum altitudes shall correspond with those established for en route operation in the particular area or as set forth below.

Terminal routes				Missed approach
From—	To—	Via	Minimum altitudes (feet)	MAP: ANW VOR.
				Climbing left turn to 5000' on R 333° within 10 miles; return to ANW VOR.
				Supplementary charting information: Final approach crs crosses centerline of Runway 17 extended at 3000' from threshold. 4400' of Runway 17 lighted. Runway 17, threshold displaced 3280'.

Procedure turn W side of crs, 333° Outbnd, 153° Inbnd, 5000' within 10 miles of ANW VOR.
Final approach crs, 153°.
MSA: 000°-090°—3900'; 090°-180°—5100'; 180°-270°—4200'; 270°-360°—4100'.

NOTES: (1) When Ainsworth altimeter not available use North Platte altimeter setting. (2) All MDAs increased 420' when using North Platte altimeter setting.

*Alternate minimums not authorized when Ainsworth weather not available.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C			D
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	VIS
C	2940	1	360	3040	1	460	3040	1¼	460	NA
A	Standard.*		T 2-eng. or less.—Standard.				T over 2-eng.—Standard.			

City, Ainsworth; State, Nebr.; Airport name, Municipal; Elev., 2580'; Facility, ANW; Procedure No. VOR Runway 17, Amdt. Orig.; Eff. date, 8 Sept. 69

Terminal routes				Missed approach
From—	To—	Via	Minimum altitudes (feet)	MAP: 5.5 miles after passing FOD VORTAC.
R 150° FOD VORTAC CW	R 300° FOD VORTAC	7-mile Arc	2800	Climb to 2800' on R 120° within 10 miles, return to VORTAC.
R 085° FOD VORTAC CCW	R 300° FOD VORTAC	7-mile Arc	2800	Supplementary charting information: 1773' tower, 3.7 miles S of airport at 42°29'20", 94°12'25". Runway 12, TDZ elevation, 1124'.
7-mile Arc	FOD VORTAC (NOPT)	FOD R 300°	2800	

Procedure turn S side of crs, 300° Outbnd, 120° Inbnd, 2800' within 10 miles of FOD VORTAC.
FAF, FOD VORTAC. Final approach crs, 120°.
Minimum altitude over FOD VORTAC, 2800'.
MSA: 000°-180°—2800'; 180°-270°—2500'; 270°-360°—3400'.

NOTES: (1) Use Mason City altimeter setting when control zone not effective and all MDAs increased 240' except for operators with approved weather reporting service. (2) Inoperative table does not apply to HIRL Runway 12. (3) Sliding scale not authorized.

CAUTION: Runways 18 and 36 unlighted.

*Alternate minimums not authorized when control zone not effective except for operators with approved weather reporting service.

%IFR departure procedure: For southbound departures when weather is below 700-1, flight below 2300' is prohibited between R 120° and R 175° inclusive of the FOD VORTAC.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C			D		
	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT
S-12	1440	1	316	1440	1	316	1440	1	316	1440	1	316
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA
C	1540	1	378	1620	1	458	1620	1¼	458	1720	2	558
A	Standard.*		T 2-eng. or less.—Standard.%				T over 2-eng.—Standard.%					

City, Fort Dodge; State, Iowa; Airport name, Fort Dodge Municipal; Elev., 1162'; Facility FOD; Procedure No. VOR Runway 12, Amdt. 8; Eff. date, 18 Sept. 69; Sup. Amdt. No. VOR 1, Amdt. 7; Dated, 29 Oct. 66

STANDARD INSTRUMENT APPROACH PROCEDURE—TYPE VOR—Continued

Terminal routes				Missed approach
From—	To—	Via	Minimum altitudes (feet)	MAP: 3.3 miles after passing MNM VOR.
				Climb to 2100′ on R 169° within 10 miles return to VOR. Supplementary charting information: 896′ tower 2 miles SSE of airport. 742′ water tank 3150′ NE of airport at 45°07′51″, 87°37′22″. LRCO 122.1, 123.6. Runway 18, TDZ elevation, 608′.

Procedure turn W side of crs, 349° Outbnd, 169° Inbnd, 2100′ within 10 miles of MNM VOR.
FAF, MNM VOR. Final approach crs, 169°. Distance FAF to MAP, 3.3 miles.
Minimum altitude over MNM VOR, 1800′.
MSA: 000°–090°—2200′; 090°–270°—2100′; 270°–360°—2400′.
NOTE: Use Green Bay altimeter setting when control zone not effective. Circling and straight-in MDA raised 200′ except for operators with approved weather reporting service.
*Alternate minimums not authorized when control zone not effective except for operators with approved weather reporting service.
%IFR Departure Procedure: Aircraft departing Runway 36 climb to 1200′ on runway heading prior to turning eastbound.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C			D		
	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT
S-18	1000	1	392	1000	1	392	1000	1	392	1000	1	392
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA
C	1200	1	579	1200	1	579	1200	1¼	579	1200	2	579
A	Standard.*			T 2-eng. or less—300-1, Runways 14 and 18; Standard Runway 32.%					T over 2-eng.—300-1, Runways 14 and 18; Standard Runway 32.%			

City, Menominee; State, Mich.; Airport name, Menominee County; Elev., 621′; Facility, MNM; Procedure No. VOR Runway 18, Amdt. 3; Eff. date, 18 Sept.69; Sup. Amdt. No. VOR 1, Amdt. 2; Dated, 10 Apr. 65

Terminal routes				Missed approach
From—	To—	Via	Minimum altitudes (feet)	MAP: Within 5.9 miles after passing Summit Int.
Chatham NDB	Summit Int (NOPT)	Direct	2000	Climbing left turn to 2000′ direct to PNJ NDB and hold. Supplementary charting information: Hold NE, 1 minute, right turns, 241° Inbnd. Runway 11, TDZ elevation, 18′.

Procedure turn not authorized. Approach crs (profile) starts at Chatham NDB.
FAF, Summit Int. Final approach crs, 114°. Distance FAF to MAP, 5.9 miles.
Minimum altitude over category NDB, 2700′; over Summit Int., 2000′.
MSA: 000°–090°—2000′; 090–180°—1400′; 180°–270°—1700′; 270°–360°—2000′.
NOTE: Radar required.
*Inoperative table does not apply to HIRLS Runway 11.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C			D		
	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT
S-11*	2000	3	1982	2000	3	1982	2000	3	1982	2000	3	1982
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA
C	2000	3	1982	2000	3	1982	2000	3	1982	2000	3	1982
A	2000-3.			T 2-eng. or less—RVR 20, Runways 4 and 22; Standard Runways 11 and 29.					T over 2-eng.—RVR 20, Runways 4 and 22; Standard Runways 11 and 29.			

City, Newark; State, N.J.; Airport name, Newark Airport; Elev., 18′; Facility, JFK; Procedure No. VOR Runway 11, Amdt. Orig.; Eff. date, 18 Sept. 69

STANDARD INSTRUMENT APPROACH PROCEDURE—TYPE VOR—Continued

Terminal routes			Missed approach
From—	To—	Via	Minimum altitudes (feet)	Map: 5.8 miles after passing Hegins Int. 8-mile DME Fix.
			Climbing right turn to 4000', direct to RAV VOR and hold. Supplementary charting information: Hold W, 1 minute, left turns, inbnd crs 085°. Runway 4, TDZ elevation, 1716'.

Procedure turn not authorized. 1-minute holding pattern, W of RAV VORTAC, 085° Inbnd, left turns, 4000'.
FAF Hegins Int. Final approach crs, 057°. Distance FAF to MAP, 5.8 miles.
Minimum altitude over RAV VOR, 4000'; over Hegins Int. 8-mile DME Fix, 3300'.
MSA: 000°–270°—2700'; 270°–090°—3200'.
NOTE: Use Harrisburg altimeter setting.
*Night minimums Runways 4 and 22 not authorized.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C	D
	MDA	VIS	HAT	MDA	VIS	HAT	VIS	VIS
S-4*	2380	1	664	2380	1	664	NA	NA
	MDA	VIS	HAA	MDA	VIS	HAA		
C*	2520	1	796	2520	1¼	796	NA	NA
A	Nor authorized.		T 2-eng. or less—Standard.				1 over 2-eng.—Standard.	

City, Pottsville; State, Pa.; Airport name, Schuylkill Co. (Joe Zerbey); Elev., 1724'; Facility, RAV; Procedure No. VOR Runway 4, Amdt. 1; Eff. date, 18 Sept. 69; Sup. Amdt. No. Orig.; Dated, 22 Apr. 67

Terminal routes				Missed approach
From—	To—	Via	Minimum altitudes (feet)	MAP: SBY VOR.
SBY R 035° CW	SBY R 217°	10-mile DME Arc	1700	Climb to 1700' on R 035°, then direct to SBY VOR and hold, or when directed by ATC, climbing right turn to 2000' via the SBY R 090° to Willards Int and hold. Hold NE, 1 minute, 2 mile, left turns, 214° inbnd. Supplementary charting information: FAC intersects Runway 4 centerline extended 3000' from threshold. Hold NE on SBY R 035°, 1 minute, left turns, 215° Inbnd. 600' TV antenna, 332°, 5.8 miles. Runway 4, TDZ elevation, 48'.
Willards Int	SBY VORTAC	Direct	1700	
10-mile DME Arc	SBY VORTAC (NOPT)	SBY R 217°	440	

Procedure turn S side of crs, 217° Outbnd, 037° Inbnd, 1700' within 10 miles of SBY VORTAC.
Final approach crs, 037°.
MSA: 000°–360°—1700'.
NOTE: Night minimums Runway 9–27 not authorized.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C			D
	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	VIS
S-4*	440	1	392	440	1	392	440	1	392	NA
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	
C*	440	1	389	520	1	469	520	1¼	469	NA
A	Standard.		T 2-eng. or less—Standard.				T over 2-eng.—Standard.			

City, Salisbury; State, Md.; Airport name, Salisbury-Wicomico Co.; Elev., 51'; Facility, SBY; Procedure No. VOR Runway 4, Amdt. 5; Eff. date, 18 Sept. 69; Sup. Amdt. No. 4; Dated, 23 Sept. 67

STANDARD INSTRUMENT APPROACH PROCEDURE—TYPE VOR—Continued

Terminal routes				Missed approach
From—	To—	Via	Minimum altitudes (feet)	MAP: SBY VOR.
SBY R 348° CW	SBY R 060°	10 mile DME Arc	1700	Left turn, climbing to 1700' on SBY R 035° then direct to SBY VOR and hold, or as directed by ATC, climbing left turn to 2000' via the SBY R 090° to Willards Int and hold.
SBY R 214° CCW	SBY R 060°	10-mile DME Arc	1700	
Willards Int	SBY VORTAC	Direct	1700	
10-mile DME Arc	3-mile DME SBY R 060° (NOPT)	SBY R 060°	540	
				Hold Northeast, 1 minute, 2 mile, left turns, 214° Inbnd.
				Supplementary charting information:
				FAC intersects Runway 22 centerline extended 2760' from threshold.
				Hold NE on SBY R 035°, 1 minute, left turns, 215° Inbnd.
				Runway 22, TDZ elevation, 50'.

Procedure turn N side of crs, 060° Outbnd, 240° Inbnd, 1700' within 10 miles of SBY VORTAC.
Final approach crs, 240°.
Minimum altitude over 3-mile DME Fix, 540'.
MSA: 000°-360°—1700'.
NOTE: Night minimums, Runways 9 and 27 not authorized.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C			D
	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	VIS
S-22	540	1	490	540	1	490	540	1	490	NA
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	
C	540	1	489	540	1	489	540	1½	489	NA
	DME minimums:									
	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	
S-22	380	1	330	380	1	330	380	1	330	NA
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	
C	440	1	389	520	1	469	520	1½	469	NA
A	Standard.		T 2-eng. or less—Standard.				T over 2-eng.—Standard.			

City, Salisbury; State, Md.; Airport name, Salisbury-Wicomico Co.; Elev., 51'; Facility, SBY; Procedure No. VOR Runway 22, Amdt. 5; Eff. date, 18 Sept. 69; Sup. Amdt. No. 4; Dated, 23 Sept. 67

Terminal routes				Missed approach
From—	To—	Via	Minimum altitudes (feet)	MAP: SBY VOR.
R 035° SBY CW	SBY R 140	10-mile DME Arc	1700	Climbing right turn on R 035° to 1700' then direct to SBY VOR and hold, or as directed by ATC.
R 214° SBY CCW	SBY R 140	10-mile DME Arc	1700	
Willards Int	SBY VORTAC	Direct	1700	
10-mile DMF Arc	SBY VORTAC (NOPT)	SBY R 140°	440	Climbing-right turn to 2000' via the SBY R 090° to Willards Int and hold.
				Hold NE, 1 minute, 2 miles, left turns, 214° inbnd.
				Supplementary charting information:
				FAC intersects Runway 31 centerline extended 4550' from threshold.
				Hold NE on R 035°, 1 minute, left turns, 215° Inbnd.
				600' antenna, 332° 5.8 miles.
				Runway 31, TDZ elevation, 51'.

Procedure turn N side of crs, 140° Outbnd, 320° Inbnd, 1700' within 10 miles of SBY VORTAC.
Final approach crs, 320°.
MSA: 000°-360°—1700'.
NOTE: Night minimums, Runways 9-27 not authorized.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C			D
	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	VIS
S-31	440	1	389	440	1	389	440	1	389	NA
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	
C	440	1	389	520	1	469	520	1½	469	NA
A	Standard.		T 2-eng. or less—Standard.				T over 2-eng.—Standard.			

City, Salisbury; State, Md.; Airport name, Salisbury-Wicomico Co.; Elev., 51'; Facility, SBY; Procedure No. VOR Runway 31, Amdt. 5; Eff. date, 18 Sept. 69; Sup. Amdt No. 4; Dated, 23 Sept. 67

STANDARD INSTRUMENT APPROACH PROCEDURE—TYPE VOR—Continued

Terminal routes				Missed approach
From—	To—	Via	Minimum altitudes (feet)	MAP: SNA VOR.
SLI VOR	Newport Int	Direct	2900	Climbing left turn to 1800' via the R 199° to Sardine Int.
ONT VOR	SNA VOR	Direct	5000	
SNA VOR	Newport Int	Direct	2000	Supplementary charting information:
Pacific Int	Sardine Int	Direct	3000	Final approach crs intersects runway centerline extended 3760' from AER.
Sardine Int	Newport Int. (NOPT)	Direct	1700	Chart MALSR Runway 19R.
				REIL Runway 19R will be removed.
				MIRL Runways 01R/19L.
				HIRL Runways 01L/19R.
				RVR to be commissioned on Runway 19R.
				92' powerline 3200' N of Runway 19R.
				Runway 1L, TDZ elevation, 53'.

Procedure turn E side of crs, 199° Outbnd, 019° Inbnd, 1700' within 10 miles of Newport Int.
Final approach crs, 019°.
Minimum altitude over Newport Int, 1700'.
MSA: 045°-135°—6700'; 135°-225°—2200'; 225°-315°—2600'; 315°-045°—5000'.
NOTES: (1) Radar vectoring. (2) Components inoperative table does not apply to HIRL Runway 1L.

¢Circling and straight-in MDA increased 20', and alternate minimums not authorized when using El Toro altimeter setting during time control zone not effective except operators with approved weather reporting service.
%IFR departure procedures: Eastbound (011° through 179°) IFR departures, climb via SNA R 190° to 2000', then via assigned route.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C			D		
	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT
S-1L¢	520	1	467	520	1	467	520	1	467	520	1	467
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA
C¢	520	1	467	520	1	467	520	1½	467	620	2	567
A	Standard.¢		T 2-eng. or less—Runway 19R, RVR 24; all other runways standard.%				T over 2-eng.—Runway 19R, RVR 24; all other runways standard.%					

City, Santa Ana; State, Calif.; Airport name, Orange County; Elev., 53'; Facility, SNA; Procedure No. VOR Runway 1L, Amdt. 4; Eff. date, 18 Sept. 69; Sup. Amdt. No. 3; Dated, 16 Sept. 67

Terminal routes				Missed approach
From—	To—	Via	Minimum altitudes (feet)	MAP: SNA VOR.
SLI VOR	Olive Int	Direct	3000	Climb to 1800' on SNA R 199° to Sardine Int.
Balboa Int	SNA VOR	Direct	3000	
SNA VOR	Olive Int	Direct	3000	Supplementary charting information:
Prado Int	Olive Int (NOPT)	Direct	3000	Final approach crs intercepts runway centerline 3300' from threshold.
Olive Int	Tustin Int	Direct	1900	Chart Olive Int using SLI R 058°, ONT R 238° and SNA R 360°.
				Chart Tustin Int as FAF.
				Chart MALSR Runway 19R.
				REIL Runway 19R will be removed.
				RVR to be commissioned on Runway 19R.
				MIRL Runways 1R/19L.
				HIRL Runways 1L/19R.
				92' powerline 3200' N of Runway 19R.
				Runway 19R, TDZ elevation, 51'.

Procedure turn W side of crs, 360° Outbnd, 180° Inbnd, 3000' within 10 miles of Olive Int.
Final approach crs, 180°.
Minimum altitude over Olive Int, 3000'; over Tustin Int, 1900'; over Lane Int, 720'.
MSA: 045°-135°—6700'; 135°-225°—2200'; 225°-315°—2600'; 315°-045°—5000'.
NOTE: Radar vectoring.
¢ Circling and straight-in MDA increased 20', and alternate minimums not authorized when using El Toro altimeter setting during time control zone not effective except operators with approved weather reporting service.
% IFR departure procedures: Eastbound (011° through 179°) IFR departures, climb via SNA R 190° to 2000', then via assigned route.

STANDARD INSTRUMENT APPROACH PROCEDURE—TYPE VOR—Continued

DAY AND NIGHT MINIMUMS

Cond.	A			B			C			D		
	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT
S-19R¢	720	RVR 24	669	720	RVR 24	669	720	RVR 50	669	720	1½	669
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA
C¢	720	1	667	720	1	667	720	1½	667	720	2	667
	Dual VOR Minimums:											
S-19R¢	360	RVR 24	309	360	RVR 24	309	360	RVR 24	309	360	RVR 50	309
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA
C¢	480	1	427	520	1	467	520	1½	467	620	2	567
A	Standard.¢		T 2-eng. or less—Runway 19R, RVR 24; all other runways standard.%				T over 2-eng.—Runway 19R, RVR 24; all other runways standard.%					

City, Santa Ana; State, Calif.; Airport name, Orange County; Elev., 53'; Facility, SNA; Procedure No. VOR Runway 19R, Amdt. 9; Eff. date, 18 Sept. 69; Sup. Amdt. No. 8; Dated, 16 Sept. 67

Terminal routes				Missed approach
From—	To—	Via	Minimum altitudes (feet)	MAP: 4.1 miles after passing FSD VORTAC.
FS LOM	FSC VORTAC	Direct	2700	Right turn climbing to 3200' on R 202° within 10 miles, return to VORTAC.
R 160° FSD VORTAC CCW	R 327° FSD VORTAC	7-mile Arc	2700	
R 202° FSD VORTAC CW	R 327° FSD VORTAC	7-mile Arc	2700	Supplementary charting information:
7-mile Arc	FSD VORTAC (NOPT)	FSD R 327°	2600	3444' tower 10 miles SE of airport at 43°29'00" 96°38'20".
				Runway 15, TDZ elevation, 1422'.

Procedure turn W side of crs, 327° Outbnd, 147° Inbnd, 2700' within 10 miles of FSD VORTAC.
FAF, FSD VORTAC. Final approach crs, 147°. Distance FAF to MAP, 4.1 miles.
Minimum altitude over FSD VORTAC, 2600'.
MSA: 000°-090°—3800'; 090°-180°—4500'; 180°-360°—3100'.
NOTE: Inoperative table does not apply to REIL Runway 15.
% IFR departure procedures: Aircraft departing southeastbound when weather is below 2100-2, flight below 3900' beyond 5 miles E and SE of airport is prohibited between R 096° and R 135° of FSD VORTAC. Aircraft departing Runways 21 and 33 climb to 1800' on runway heading before turning on course.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C			D		
	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT
S-15	1860	1	438	1860	1	438	1860	1	438	1860	1	438
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA
C	1960	1	532	1960	1	532	1960	1½	532	1980	2	552
A	Standard		T 2-eng. or less—300-1, Runway 15; RVR 24 Runway 3; standard all others.%				T over 2-eng.—300-1 Runway 15; RVR 24 Runway 3; standard all others.%					

City, Sioux Falls; State, S.Dak.; Airport name, Joe Foss Field; Elev., 1428'; Facility, FSD; Procedure No. VOR Runway 15; Amdt. 7; Eff. date, 18 Sept. 69; Sup. Amdt. No. 6; Dated, 5 Aug. 67

STANDARD INSTRUMENT APPROACH PROCEDURE—TYPE VOR—Continued

Terminal routes				Missed approach
From—	To—	Via	Minimum altitudes (feet)	MAP: 2.6 miles after passing ART VOR.
				Make left-climbing turn to 2400' direct to ART VOR and hold. Supplementary charting information: Hold SW of ART VOR, 1 minute, right turns, 043° Inbnd. Final approach crs intercepts runway centerline extended 2875' from threshold. Runway 6, TDZ elevation, 318'.

Procedure turn E side of crs, 223° Outbnd, 043° Inbnd, 2400' within 10 miles of ART VOR.
FAF, ART VOR. Final approach crs, 043°. Distance FAF to MAP, 2.6 miles.
Minimum altitude over ART VOR, 1100'.
MSA: 000°–090°—2700'; 090°–180°—3600'; 180°–270°—2400'; 270°–360°—2200'.
NOTES: (1) Approach from a holding pattern not authorized, procedure turn required. (2) Reduction of landing minimum not authorized.
*Inoperative components table does not apply to REILS Runway 6.
#Night minimums Runways 1 and 19 not authorized.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C			D		
	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT
S-6*.....	760	1	442	760	1	442	760	1	442	760	1	442
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA
C#.....	840	1	515	840	1	515	840	1¼	515	880	2	555
A.....	Standard.		T 2-eng. or less—Standard.				T over 2-eng.—Standard.					

City, Watertown; State, N.Y.; Airport name, Municipal; Elev., 325'; Facility ART; Procedure No. VOR Runway 6, Amdt. 8; Eff. date, 18 Sept.; Sup. Amdt. No. VOR 1, Amdt. 7; Dated, 24 Sept. 1966

STANDARD INSTRUMENT APPROACH PROCEDURE—TYPE VOR/DME

Bearings, headings, courses and radials are magnetic. Elevations and altitudes are in feet MSL. Ceilings are in feet above airport elevation. Distances are in nautical miles unless otherwise indicated, except visibilities which are in statute miles.
If an instrument approach procedure of the above type is conducted at the below named airport, it shall be in accordance with the following instrument approach procedure, unless an approach is conducted in accordance with a different procedure for such airport authorized by the Administrator. Initial approaches shall be made over specified routes. Minimum altitudes shall correspond with those established for en route operation in the particular area or as set forth below.

Transition				Ceiling and visibility minimums			
From—	To—	Course and distance	Minimum altitude (feet)	Condition	2-engine or less: 65 knots or less	2-engine or less: More than 65 knots	More than 2-engine, more than 65 knots

Terminal routes				Missed approach
From—	To—	Via	Minimum altitudes (feet)	MAP: 15-mile DME Fix.
PSK VORTAC.....	11-mile DME Fix (NOPT).....	R 067° PSK.....	3500	Climbing left turn to 5100', direct to PSK VORTAC and hold. Supplementary Charting Information: Hold SW, 1 minute, right turns, 040° Inbnd. Chart 2591' tower 37°11'14" N.; 80°27'34" W.

Procedure turn S side of crs, 247° Outbnd, 067° Inbnd, 4500' within 10 miles of R 067° 11-mile DME Fix.
FAF, 11-mile DME Fix, R 067°. Final approach crs, 067°.
Minimum altitude over FAF, 3500'.
MSA: 000°090°—5400'; 090°–180°—5000'; 180°–270°—5000'; 270°–360°—5100'.
NOTE: Use Roanoke altimeter setting.
CAUTION: Mountainous terrain higher than airport in all directions.
*Day only, Runways 8 and 26 unlighted.
%Climb visually over the airport to 2600'; thence climb S on 180° crs to 4000' before proceeding as cleared.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C			D
	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	VIS
S-8*.....	3100	1¼	966	3100	1¼	966	3100	1¼	966	NA
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	
C.....	3100	1¼	966	3100	1¼	966	3100	1¼	966	NA
A.....	Not authorized		T 2-eng. or less—500–1.%				T over 2-eng.—500–1.%			

City, Blacksburg; State, Va.; Airport name, VPI; Elev., 2134'; Facility, PSK; Procedure No. VOR/DME Runway 8, Amdt. 2; Eff. date, 18 Sept. 69; Sup. Amdt. No. 1; Dated, 10 Feb. 68

STANDARD INSTRUMENT APPROACH PROCEDURE—TYPE VOR/DME—Continued

Terminal routes				Missed Approach
From—	To—	Via	Minimum altitudes (feet)	MAP: 6.3 mile DME Fix.
R-048° FOD VORTAC CW	R-120° FOD VORTAC	17-mile Arc	2800	Climb to 2800' on R-300° within 10 miles, return to VORTAC.
R-254° FOD VORTAC CCW	R-120° FOD VORTAC	17-mile Arc	2800	
17-mile Arc	11-mile DME Fix (NOPT)	FOD R-120°	2600	Supplementary charting information: 1773' tower 3.7 miles S of airport at 42°29' 20", 94°12'25". Runway 30, TDZ elevation, 1133'.

Procedure turn N side of crs, 120° Outbnd, 300° Inbnd, 2800' within 10 miles of 11-mile DME Fix.
Final approach course, 300°.
Minimum altitude over 11-mile DME Fix R 120°, 2600'.
MSA: 000°-180°—2800'; 180°-270°—2600'; 270°-360°—3400'.
NOTES: (1) Use Mason City altimeter setting when control zone not effective and all MDAs increased 240' except for operators with approved weather reporting service. (2) Inoperative table does not apply to HIRL Runway 30. (3) Sliding scale not authorized.
CAUTION: Runways 18 and 36 unlighted.
*Alternate minimums not authorized when control zone not effective except for operators with approved weather reporting service.
%IFR departure procedure: For southbound departures when weather is below 700-1, flight below 2300' is prohibited between R 120° and R 175° inclusive of the FOD VORTAC.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C			D		
	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT
S-30	1480	1	347	1480	1	347	1480	1	347	1480	1	347
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA
C	1540	1	378	1620	1	458	1620	1¼	458	1720	2	558
A	Standard.*		T 2-eng. or less—Standard.%				T over 2-eng.—Standard.%					

City, Fort Dodge; State, Iowa; Airport name, Fort Dodge Municipal; Elev., 1162'; Facility, FOD; Procedure No. VOR/DME Runway 30, Amdt. 4; Eff. date, 18 Sept. 69; Sup. Amdt. No. VOR DME-1, Amdt. 3; Dated, 29 Oct. 66

Terminal routes				Missed approach
From—	To—	Via	Minimum altitudes (feet)	MAP: 16.5 mile DME Fix.
LAF VORTAC	Mulberry/21-mile DME Fix	LAF R 128°	2400	Climbing right turn to 2400', return to Mulberry/21-mile DME Fix and hold.*
R 190° LAF VORTAC CCW	R 128° LAF VORTAC (NOPT)	26-mile Arc	2400	Supplementary charting information: *Hold SE of 21-mile DME Fix on LAF R 128°, 308° Inbnd, right turns. 1320' tower 1.9 miles NW of airport.

Procedure turn N side of crs, 128° Outbnd, 308° Inbnd, 2400' within 10 miles of Mulberry/21-mile DME Fix.
Final approach crs, 308°.
Minimum altitude over Mulberry/21-mile DME Fix, 2400'.
MSA: 000°-090°—2200'; 090°-360°—2400'.
NOTES: (1) Use Lafayette, Ind., altimeter setting. (2) Missed approach begins 1 mile before reaching airport.
CAUTION: 1320' tower, 1.9 miles NW of airport.
¢2-mile visibility required at night.
%IFR departures: When weather is below 1,000-3, climb to 2000' on runway heading before turning westbound.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C	D
	MDA	VIS	HAA	MDA	VIS	HAA	VIS	VIS
C¢	1100	1	436	1120	1	456	NA	NA
A	Not authorized.		T 2-eng. or less—Standard.%				T over 2-eng.—Standard.%	

City, Lafayette; State, Ind.; Airport name, Halsmer; Elev., 664'; Facility, LAF; Procedure No. VOR/DME-1, Amdt. 2; Eff. date, 18 Sept. 1969; Sup. Amdt. No. VOR/DME Amdt. 1; Dated, 16 Jan. 1965

STANDARD INSTRUMENT APPROACH PROCEDURE—TYPE VOR/DME—Continued

Terminal routes				Missed approach
From—	To—	Via	Minimum altitudes (feet)	MAP: 5.0 mile DME Fix R 147°
FSD VORTAC	Cliff 10-mile DME Fix	Direct	3800	Climb to 3800' direct to VORTAC.
R 046° FSD VORTAC CW	R 135° FSD VORTAC	16-mile DME Arc	4400	Supplementary charting information:
R 135° FSD VORTAC CW	Alvin 16-mile DME Fix	16-mile DME Arc	3800	3444' tower 10 miles SE of airport at 43°29'00", 96°38'20".
R 319° FSD VORTAC CCW	Alvin 16-mile DME Fix	16-mile DME Arc	3900	
Alvin 16-mile DME Fix	Cliff 10-mile DME Fix (NOPT)	FSD R 147°	2900	Runway 33, TDZ elevation, 1421'.

Procedure turn E side of crs, 147° Outbnd, 327° Inbnd, 3800' within 10 miles of cliff 10-mile DME Fix.
Final approach crs, 327°.
Minimum altitude over cliff 10-mile DME Fix, 2900'.
MSA: 000°-090°—3800'; 090°-180°—4500'; 180°-360°—3100'.
NOTE: Final approach from holding pattern at the Alvin 16-mile DME Fix not authorized, procedure turn required.
*Sliding scale below ¾-mile not authorized.
%IFR departure procedures: Aircraft departing southeastbound when weather is below 2,100-2, flight below 3900' beyond 5 miles E and SE of airport is prohibited between R 095° and R 135° of FSD VORTAC. Aircraft departing Runways 21 and 33 climb to 1800' on runway heading before turning on crs.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C			D		
	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT
S-33*	1920	1	499	1920	1	499	1920	1	499	1920	1	499
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA
C	1960	1	532	1960	1	532	1960	1¼	532	1980	2	552
A	Standard.			T 2-eng. or less—300-1 Runway 15; RVR 24 Runway 3, Standard all others.%			T over 2-eng.—300-1 Runway 15; RVR 24 Runway 3, Standard all others.%					

City, Sioux Falls; State, S.Dak.; Airport name, Joe Foss Field; Elev., 1428'; Facility, FSD; Procedure No. VOR/DME Runway 33, Amdt. 1; Eff. date, 18 Sept. 69; Sup. Amdt. No. Orig.; Dated, 6 Jan. 68

8. By amending § 97.23 of Subpart C to amend very high frequency omnirange (VOR) and very high frequency-distance measuring equipment (VOR/DME) procedures as follows:

STANDARD INSTRUMENT APPROACH PROCEDURE—TYPE VOR

Bearings, headings, courses and radials are magnetic. Elevations and altitudes are in feet MSL, except HAT, HAA, and RA. Ceilings are in feet above airport elevation. Distances are in nautical miles unless otherwise indicated, except visibilities which are in statute miles or hundreds of feet RVR.
If an instrument approach procedure of the above type is conducted at the below named airport, it shall be in accordance with the following instrument approach procedure, unless an approach is conducted in accordance with a different procedure for such airport authorized by the Administrator. Initial approach minimum altitudes shall correspond with those established for en route operation in the particular area or as set forth below.

Terminal routes				Missed approach
From—	To—	Via	Minimum altitudes (feet)	MAP: 15-mile DME Fix, or, 5 miles after passing Skeeter Int.
SBN VORTAC	Skeeter Int	Direct	2500	Make right-climbing turn to 2500' and return to Skeeter Int.
GSH VORTAC	Skeeter Int	Direct	2500	
R 070° SBN VORTAC CW	R 101° SBN VORTAC	26-mile Arc	2500	Supplementary charting information:
R 140° SBN VORTAC CCW	R 101° SBN VORTAC	26-mile Arc	2500	1010' tower 2.8 miles WNW of airport.
Cass Int	Skeeter Int. (NOPT)	Direct	2500	884' tower 0.9 mile ENE of airport. Runway 27, TDZ elevation, 779'.

Procedure turn N side of crs, 101° Outbnd, 281° Inbnd, 2500' within 10 miles of Skeeter Int.
FAF, Skeeter Int. Final approach crs, 281°. Distance FAF to MAP, 5 miles.
Minimum altitude over Skeeter Int, 2500'.
MSA: 045°-225°—3000'; 225°-315°—2300'; 315°-045°—2300'.
NOTE: Use South Bend, Ind. altimeter setting except operators with approved weather reporting service. Operators with approved weather reporting service may reduce straight-in MDA's by 40'.
*Standard alternate minimums authorized for operators with approved weather reporting service.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C			D
	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	VIS
S-27	1180	1	401	1180	1	401	1180	1	401	NA
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	
C	1240	1	461	1240	1	461	1240	1¼	461	NA
A	Not authorized.*			T 2-eng. or less—Standard.			T over 2-eng.—Standard.			

City, Elkhart; State, Ind.; Airport name, Elkhart Municipal; Elev., 779'; Facility, SBN; Procedure No. VOR Runway 27, Amdt. 3; Eff. date, 18 Sept. 69; Sup. Amdt. No. 2; Dated, 31 July 69

9. By amending § 97.25 of Subpart C to establish localizer (LOC) and localizer-type directional aid (LDA) procedures as follows:

STANDARD INSTRUMENT APPROACH PROCEDURE—TYPE LOC

Bearings, headings, courses and radials are magnetic. Elevations and altitudes are in feet MSL, except HAT, HAA, and RA. Ceilings are in feet above airport elevation. Distances are in nautical miles unless otherwise indicated, except visibilities which are in statute miles or hundreds of feet RVR.
If an instrument approach procedure of the above type is conducted at the below named airport, it shall be in accordance with the following instrument approach procedure, unless an approach is conducted in accordance with a different procedure for such airport authorized by the Administrator. Initial approach minimum altitudes shall correspond with those established for en route operation in the particular area or as set forth below.

Terminal routes				Missed approach
From—	To—	Via	Minimum altitudes (feet)	MAP: 3.9 miles after Capitol Int.
Conifer Int	DEN VOR	Direct	11400	Climb to 7000' direct to Altura LOM and hold,* or, when directed by ATC, climbing right turn to 8000' direct to EWD NDB.
Denver VOR	Standley DME Fix	Direct	7900	
Standley DME Fix CCW	Edgewater DME Fix	DEN 17-mile Arc	7700	
Edgewater DME Fix	Capitol Int	Direct	6200	
				Supplementary charting information: *Hold E, right turns, 1 minute, 257° Inbnd. Delete 5521' Beacon shown on plan view (removed). Runway 8R, TDZ elevation, 5322'.

Procedure turn not authorized. Approach crs (profile) starts at Edgewater Int.
FAF, Capitol Int. Final approach crs, 077°. Distance FAF to MAP, 3.9 miles.
Minimum altitude over Edgewater DME Fix, 7700': over Capitol Int, 6200'.
NOTES: (1) ASR. (2) DME and dual VOR receivers or radar required.
CAUTION: Terrain 8000' and rising sharply 25 miles W of DEN VOR.
%IFR departure procedures: Westbound (194° through 321°) must comply with published Denver SIDs.
#RVR 24 authorized Runway 26L; RVR 18 authorized Runway 35; RVR 50 authorized Runway 17.
##Runway 35 RVR 18; Runways 17 and 26L RVR 24.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C			D		
	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT
	LOC											
S-8R	5660	¾	338	5660	¾	338	5660	¾	338	5660	1	338
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA
C	5860	1	530	5880	1	550	5880	1½	550	5880	2	550
A	Standard.		T 2-eng. or less—Standard.#%				T over 2-eng.—Standard.%##					

City, Denver; State, Colo.; Airport name, Stapleton International; Elev., 5330'; Facility, I-DEN; Procedure No. LOC (BC) Runway 8R, Amdt. 5; Eff. date, 18 Sept. 69; Sup. Amdt. No. ILS-8R, Amdt. 4; Dated, 30 July 66 (back crs)

Terminal routes				Missed approach
From—	To—	Via	Minimum altitudes (feet)	MAP: 4.7 miles after Derby Int.
Conifer Int	DEN VOR	Direct	11400	Climb to 8000' on S crs of SPO-ILS to EWD NDB and hold,* or, when directed by ATC, climbing left turn to 7000' direct to Altura LOM and hold.
DEN VOR	Derby Int	Direct	6800	
DEN R 063° CCW	Brighton Int	DEN 12-mile DME Arc	7000	
Brighton Int	Derby Int. (NOPT)	Direct	6800	
				Supplementary charting information: *Hold S, left turns, 1 minute, 350° Inbnd. Runway 17, TDZ elevation, 5253'.

Procedure turn left side of crs, 350° Outbnd, 170° Inbnd, 6800' within 10 miles of Derby Int.
FAF, Derby Int. Final approach crs, 170°. Distance FAF to MAP, 4.7 miles.
Minimum altitude over Derby Int., 6800'.
NOTE: ASR.
%IFR departure procedures: Westbound (194° through 321°) must comply with published Denver SIDs.
#RVR 24 authorized Runway 26L; RVR 18 authorized Runway 35; RVR 50 authorized Runway 17.
##Runway 35 RVR 18; Runways 17 and 26L RVR 24.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C			D		
	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT
	LOC:											
S-17	5560	RVR 40	307	5560	RVR 40	307	5560	RVR 40	307	5560	RVR 50	307
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA
C	5860	1	530	5880	1½	550	5880	1½	550	5880	2	550
A	Standard.		T 2-eng. or less—Standard.%#				T over 2-eng.—Standard.%##					

City, Denver; State, Colo.; Airport name, Stapleton International; Elev., 5330'; Facility, I-SPO; Procedure No. LOC (BC) Runway 17, Amdt. 5; Eff. date, 18 Sept. 69; Sup. Amdt. No. ILS-17, Amdt. 4; Dated, 30 July 66 (back crs)

STANDARD INSTRUMENT APPROACH PROCEDURE—TYPE LOC—Continued

Terminal routes				Missed approach
From—	To—	Via	Minimum altitudes (feet)	MAP: 4.4 miles after passing Newport Int.
SLI VOR	Newport Int	Direct	2900	Climb straight ahead to 360', then climbing
SNA VOR	Newport Int	Direct	2900	left turn to 1800' to intercept and proceed
Pacific Int	Minnow Int	Direct	3000	via I-SNA LOC (BC) to Minnow Int.
Minnow Int	Newport Int (NOPT)	Direct	1700	Supplementary charting information:
				Chart MALSR Runway 19R.
				REIL Runway 19R will be removed.
				MIRL Runways 1R/19L.
				HIRL Runways 1L/19R.
				RVR to be commissioned on Runway 19R
				92' powerline 3200' N of Runway 19R.
				Runway 1L, TDZ elevation, 53'.

Procedure turn E side of crs, 193° Outbnd, 013° Inbnd, 1700' within 10 miles of Newport Int.
FAF, Newport Int. Final approach crs, 013°. Distance FAF to MAP, 4.4 miles.
Minimum altitude over Newport Int, 1700'.
NOTES: (1) Radar vectoring. (2) Components inoperative table does not apply HIRL Runway 1L.
¢Circling and straight-in MDA increased 20', and alternate minimums not authorized when using El Toro altimeter setting during time control zone not effective except operators with approved weather reporting service.
%IFR Departure Procedures: Eastbound (011° through 179°) IFR departures, climb via SNA R 190° to 2000', then via assigned route.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C			D		
	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT
S-1L¢	380	1	327	380	1	327	380	1	327	380	1	327
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA
C¢	480	1	427	520	1	467	520	1½	467	620	2	567
A	Standard.¢			T 2-eng. or less—Runway 19R RVR 24; All others standard.%			T over 2-eng.—Runway 19R RVR 24; All others standard.%					

City, Santa Ana; State, Calif.; Airport name, Orange County; Elev., 53'; Facility, I-SNA; Procedure No. LOC (BC) Runway 1L; Amdt. Orig.; Eff. date, 18 Sept. 69

Terminal routes				Missed approach
From—	To—	Via	Minimum altitudes (feet)	MAP: 6.9 miles after passing OM or 2 miles after passing Dyer Int.
SLI VOR	Snake Int	Direct	3500	Climb to 1800' on localizer back crs to
Balboa Int	SNA VOR	Direct	3500	Minnow Int.
SNA VOR	Snake Int	Direct	3500	Supplementary charting information:
San Juan Int	Snake Int (NOPT)	I-SNA LOC	3500	Chart MALSR Runway 19R.
Snake Int	OM	Direct	2700	REIL Runway 19R will be removed.
Pomona VOR	San Juan Int	Direct	3500	MIRL Runways 1R/19L.
				HIRL Runways 1L/19R.
				RVR to be commissioned on Runway 19R.
				92' powerline 3200' N of Runway 19R.
				Runway 19R, TDZ elevation, 51'.

Procedure turn W side of crs, 013° Outbnd, 193° Inbnd, 3500' within 10 miles of Snake Int.
FAF, OM. Final approach crs, 193°. Distance FAF to MAP, 6.9 miles.
Minimum altitude over Snake Int, 3500'; over OM, 2700'; over Dyer Int, 640'.
Distance to runway threshold at OM, 6.9 miles; at MM, 0.5 mile.
NOTES: (1) Radar vectoring. (2) Full ILS approach shown on separate sheet.
¢Circling and straight-in MDA increased 20'; and alternate minimums not authorized when using El Toro altimeter setting during time control zone not effective except operators with approved weather reporting service.
%IFR Departure Procedures: Eastbound (011° through 179°) IFR departures, climb via SNA R 190° to 2000', then via assigned route.

STANDARD INSTRUMENT APPROACH PROCEDURE—TYPE LOC—Continued

DAY AND NIGHT MINIMUMS

Cond.	A			B			C			D		
	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT
S-19R¢	640	RVR 24	589	640	RVR 24	589	640	RVR 24	589	640	RVR 60	589
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA
C¢	640	1	587	640	1	587	640	1¼	587	640	2	587
	LOC/VOR Minimums:											
	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT
S-19R¢	360	RVR 24	309	360	RVR 24	309	360	RVR 24	309	360	RVR 50	309
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA
C¢	480	1	427	520	1	467	520	1¼	467	620	2	567
A	Standard¢		T 2-eng. or less—Runway 19R RVR 24; All others standard.%				T over 2-eng.—Runway 19R RVR 24; All others standard.%					

City, Santa Ana; State, Calif.; Airport name, Orange County; Elev., 53'; Facility, I-SNA; Procedure No. LOC Runway 19R, Amdt. Orig.; Eff. date, 18 Sept. 69

Terminal routes				Missed approach
From—	To—	Via	Minimum altitudes (feet)	MAP: 3.7 miles after passing Renner Int.
FS LOM	Renner Int	Direct	2800	Climb to 3200' on SW crs of ILS direct to FS LOM, return to Renner Int.
FSD VORTAC	Renner Int	Direct	2700	
Sherman Int	FSD LOC	251° crs 2 mile	2700	Supplementary charting information:
DR Position LOC crs	Renner Int (NOPT)	LOC crs	2500	3444' tower 10 miles SE of airport at 43°29'-00", 96°38'20".
R 302° FSD VORTAC CW	FSD LOC	9-mile Arc 035° lead radial	3000	Runway 21, TDZ elevation, 1422'.
9-mile Arc	Renner Int (NOPT)	LOC crs	2500	
R 100° FSD VORTAC CCW	R 092° FSD VORTAC	12-mile Arc	4400	
R 092° FSD VORTAC CCW	R 047° FSD VORTAC	12-mile Arc	3000	
12-mile DME Fix R 047° FSD VORTAC	FSD LOC	251° crs 2 miles	2700	

Procedure turn W side of crs, 026° Outbnd, 206° Inbnd, 2700' within 10 miles of Renner Int.
FAF, Renner Int. Final approach crs, 206°. Distance FAF to MAP, 3.7 miles.
Minimum altitude over Renner Int., 2500'.
NOTE: Dual VOR receivers required.
*Reduction below ¾ mile not authorized.
%IFR departure procedures: Aircraft departing southeastbound when weather is below 2,100-2, flight below 3900' beyond 5 miles E and SE of airport is prohibited between R 095° and R 135° of FSD VORTAC.
Aircraft departing Runway 21 and 33 climb to 1800' on runway heading before running on crs.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C			D		
	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT
S-21*	1760	¾	338	1760	¾	338	1760	¾	338	1760	1	338
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA
C	1960	1	532	1960	1	532	1960	1¼	532	1980	2	552
A	Standard.		T 2-eng. or less—300-1 Runway 15; RVR 24 Runway 3, Standard all others. %				T over 2-eng.—300-1 Runway 15; RVR 24 Runway 3; Standard all others. %					

City, Sioux Falls; State, S.Dak.; Airport name, Joe Foss Field; Elev., 1428'; Facility, I-FSD; Procedure No. LOC (BC) Runway 21, Amdt. 11; Eff. date, 18 Sept. 69; Sup. Amdt. No. 10; Dated, 28 Oct. 67

10. By amending § 97.25 of Subpart C to amend localizer (LOC) and localizer-type directional aid (LDA) procedures as follows:

STANDARD INSTRUMENT APPROACH PROCEDURE—TYPE LOC

Bearings, headings, courses and radials are magnetic. Elevations and altitudes are in feet MSL, except HAT, HAA, and RA. Ceilings are in feet above airport elevation. Distances are in nautical miles unless otherwise indicated, except visibilities which are in statute miles or hundreds of feet RVR.

If an instrument approach procedure of the above type is conducted at the below named airport, it shall be in accordance with the following instrument approach procedure, unless an approach is conducted in accordance with a different procedure for such airport authorized by the Administrator. Initial approach minimum altitudes shall correspond with those established for en route operation in the particular area or as set forth below.

Terminal routes				Missed approach
From—	To—	Via	Minimum altitudes (feet)	MAP: 4.1 miles after passing Hemlock Int.
Boston VORTAC	BED LOC (BC)	BOS VOR R 347°	1800	Climb straight ahead on LOC front crs to 1800′ direct BE NDB and hold, or when directed by ATC, make right-climbing turn to 2000′ direct LWM VOR and hold. Hold SW, 1 minute, right turns, 057° Inbnd.
Int BED LOC (BC) and BOS R 347°	Hemlock Int (NOPT)	Direct	1700	
Revere Int	Hemlock Int (NOPT)	Direct	1700	

Supplementary charting information:
BE NDB, hold W, 112° Inbnd, 1 minute, left turns.
570′ antenna 2.9 miles NE of airport.
649′ antenna 4.3 miles ESE of airport.
TDZ elevation, 128′.

Procedure turn N side of crs, 112° Outbnd, 292° Inbnd, 1800′ within 10 miles of Hemlock Int.
FAF, Hemlock Int. Final approach crs, 292°. Distance FAF to MAP, 4.1 miles.
Minimum altitude over Hemlock Int., 1700′.
NOTE: Radar vectoring.
*Inoperative table does not apply to HIRL or REIL Runway 29.
%IFR departures Runway 11: Climb straight ahead to 500′, then left-climbing turn to 1500′ before proceeding on crs.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C			D		
	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT
S-29*	540	1	412	540	1	412	540	1	412	540	1	412
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA
C	680	1	547	680	1	547	680	1½	547	700	2	567
A	Standard.		T 2-eng. or less—Standard.%				T over 2-eng.—Standard.%					

City, Bedford; State, Mass.; Airport name, L. G. Hanscom Field; Elev., 133′; Facility, I-BED; Procedure No. LOC (BC) Runway 29, Amdt. 1; Eff. date, 18 Sept. 69; Sup. Amdt. No. Orig.; Dated, 18 July 68

11. By amending § 97.27 of Subpart C to establish nondirectional beacon (automatic direction finder) (NDB/ADF) procedures as follows:

STANDARD INSTRUMENT APPROACH PROCEDURE—TYPE NDB (ADF)

Bearings, headings, courses and radials are magnetic. Elevations and altitudes are in feet MSL, except HAT, HAA, and RA. Ceilings are in feet above airport elevation. Distances are in nautical miles unless otherwise indicated, except visibilities which are in statute miles or hundreds of feet RVR.

If an instrument approach procedure of the above type is conducted at the below named airport, it shall be in accordance with the following instrument approach procedure, unless an approach is conducted in accordance with a different procedure for such airport authorized by the Administrator. Initial approach minimum altitudes shall correspond with those established for en route operation in the particular area or as set forth below.

Terminal routes				Missed approach
From—	To—	Via	Minimum altitudes (feet)	MAP: BCB NDB.
PSK VORTAC	BCB NDB	Direct	5000	Climbing left turn to 4500′ on heading 247° then direct to BCB NDB and hold.
ROA VORTAC	BCB NDB	Direct	5000	

Supplementary charting information:
Hold SW, 1 minute, right turns, 067° Inbnd.
Final approach crs intercepts runway centerline 3000′ from threshold.
Chart: 2501′ tower 37°11′14″ N.; 80°27′34″ W.

Procedure turn S side of crs, 247° Outbnd, 067° Inbnd, 4500′ within 10 miles of BCB NDB.
Final approach crs, 067°.
MSA: 000°–090°—5100′; 090°–180°—5100′; 180°–270°—5100′; 270°–360°—5400′.
NOTE: Use Roanoke altimeter setting.
CAUTION: Mountainous terrain higher than airport in all quadrants.
*Day only, Runways 8 and 26 unlighted.
%Climb visually over the airport to 2600′; thence climb S on a 180° bearing from BCB NDB to 5000′ proceeding as cleared.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C			D
	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	VIS
S-8*	3200	1¾	1066	3200	1¾	1066	3200	2	1066	NA
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	
C	3200	1¾	1066	3200	1¾	1066	3200	2	1066	NA
A	Not authorized.		T 2-eng. or less—500-1.%				T over 2-eng.—500-1.%			

City, Blacksburg; State, Va.; Airport name, VPI; Elev., 2134′; Facility, BCB; Procedure No. NDB (ADF) Runway 8, Amdt. Orig.; Eff. date, 18 Sept. 69

STANDARD INSTRUMENT APPROACH PROCEDURE—TYPE NDB (ADF)—Continued

Terminal routes				Missed approach
From—	To—	Via	Minimum altitudes (feet)	MAP: CKN NDB.
Eldred Int	CKN NDB	Direct	2600	Climb to 2500' on 115° bearing from NDB within 10 miles, return to NDB.
TVF VOR	CKN NDB	Direct	2600	
GFK VOR	CKN NDB	Direct	2600	

Supplementary charting information:
Final approach crs intersects runway centerline 3000' from threshold.
976' tree, 1155' NNE of departure end of Runway 7, 300' N of centerline.
Runway 13, TDZ elevation, 890'.

Procedure turn N side of crs, 295° Outbnd, 115° Inbnd, 2500' within 10 miles of CKN NDB.
Final approach crs, 115°.
Minimum altitude over Euclid Int, 1540'.
MSA: 000°-090°—2700'; 090°-180°—2300'; 180°-270°—2400'; 270°-360°—2300'.
NOTE: Use Grand Forks altimeter setting.
CAUTION: Turf Runways 17 and 35 and 7 and 25 unlighted.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C			D		
	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	VIS		
S-13	1540	1	650	1540	1	650	1540	1¼	650	NA		
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA
C	1540	1	641	1540	1	641	1540	1¼	641	NA		
	NDB/VOR Minimums:											
	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT			
S-13	1340	1	450	1340	1	450	1340	1	450	NA		
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA			
C	1340	1	441	1440	1	541	1440	1¼	541	NA		
A	Not authorized.		T 2-eng. or less—200-1 Runway 7; Standard all others.				T over 2-eng.—200-1 Runway 7; Standard all others.					

City, Crookston; State, Minn.; Airport name, Crookston Municipal Kirkwood Field; Elev., 899'; Facility, CKN; Procedure No. NDB (ADF) Runway 13, Amdt. Orig.; Eff. date, 18 Sept 1969

Terminal routes				Missed approach
From—	To—	Via	Minimum altitudes (feet)	MAP: DEH NDB.
UKN VOR	DEH NDB	Direct	2800	Climb to 2800' on 297° bearing from NDB within 10 miles, return to NDB.

Supplementary charting information:
Final approach crs intercepts runway centerline 3000' from threshold.
Runway 29, TDZ elevation, 1154'.

Procedure turn N side of crs, 117° Outbnd, 297° Inbnd, 2800' within 10 miles of DEH NDB.
Final approach crs, 297°.
Minimum Altitude over Church Int, 1800'.
MSA: 090°-180°—2600'; 180°-090°—2400'.
NOTES: (1) Use La Crosse, Wis. altimeter setting except for operators with approved weather reporting service. (2) Operators with approved weather reporting service may reduce all MDA's by 180'.
*Standard alternate minimums for operators with approved weather reporting service.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C			D	
	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	VIS	
S-29	1800	1	646	1800	1	646	1800	1¼	646	NA	
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA		
C	1800	1	646	1800	1	646	1820	1½	666	NA	
	NDB/VOR Minimums:										
	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT		
S-29	1680	1	526	1680	1	526	1680	1	526	NA	
A	Not authorized.*		T 2-eng. or less—Standard.				T over 2-eng.—Standard.				

City, Decorah; State, Iowa; Airport name, Decorah Municipal; Elev., 1154'; Facility, DEH; Procedure No. NDB (ADF) Runway 29, Amdt. Orig.; Eff. date, 18 Sept. 69

STANDARD INSTRUMENT APPROACH PROCEDURE—TYPE NDB (ADF)—Continued

Terminal routes				Missed approach
From—	To—	Via	Minimum altitudes (feet)	MAP: 5.5 miles after Altura LOM.
Conifer Int	DEN VOR	Direct	11400	Climbing left turn to 8000' direct to EWD NDB and hold*, or, when directed by ATC, climbing left turn to 7000' direct to Altura LOM and hold.
DEN VOR	Altura LOM	Direct	7000	
Byers Int	Watkins Int	Direct	7500	
Kiowa VOR	Watkins Int	Direct	7700	
Watkins Int	Altura LOM (NOPT)	Direct	7000	Supplementary charting information: *Hold S, left turns, 1 minute, 350° Inbnd. Delete Lowry Beacon 5521' from plan view depiction. Runway 26L, TDZ elevation, 5330'.

Procedure turn N side of crs, 077° Outbnd, 257° Inbnd, 7000' within 10 miles of Altura LOM.
FAF Altura LOM. Final approach crs, 257°. Distance FAF to MAP, 5.5 miles.
Minimum altitude over Altura LOM, 7000'.
MSA: 000°-090°—7000'; 090°-180°—8500'; 180°-360°—10000'.
NOTE: ASR.
% IFR departure procedures: Westbound (196° through 321°) must comply with published Denver SIDs.
#RVR 24 authorized Runway 26L; RVR 18 authorized Runway 35; RVR 50 authorized Runway 17.
##Runway 35, RVR 18; Runways 17 and 26L, RVR 24.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C			D		
	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT
S-26L	5880	RVR 40	550	5880	RVR 40	550	5880	RVR 40	550	5880	RVR 60	550
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA
C	5880	1	550	5880	1	550	5880	1½	550	5880	2	550
A	Standard.		T 2-eng. or less—Standard.%#				T over 2-eng.—Standard.%##					

City, Denver; State, Colo.; Airport name, Stapleton International; Elev., 5330'; Facility DE; Procedure No. NDB (ADF) Runway 26L, Amdt. 28; Eff. date, 18 Sept. 69; Sup. Amdt. No. ADF 1, Amdt. 27; Dated, 19 June 65

Terminal routes				Missed approach
From—	To—	Via	Minimum altitudes (feet)	MAP: 3.5 miles after passing PS LMM.
Ridge Int	PS LMM (NOPT)	Direct	1500	Climb to 1500', right turn, direct to PS LMM and hold. Supplementary charting information: Hold N, 1 minute, right turns, 162° Inbnd. Final approach crs intercepts Runway 14 centerline 3000' out. Runway 14, TDZ elevation, 22'.

Procedure turn not authorized. One-minute holding pattern N of PS LMM, 162° Inbnd, right turns, 1500'.
FAF PS LMM. Final approach crs, 162°. Distance FAF to MAP, 3.5 miles.
Minimum altitude over PS LMM, 1500'.
MSA: 000°-090°—2400'; 090°-180°—1500'; 180°-270°—1400'; 270°-360°—1700'.
NOTES: (1) ASR. (2) Use Eglin AFB altimeter setting.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C	D
	MDA	VIS	HAT	MDA	VIS	HAT	VIS	VIS
S-14	360	1	338	360	1	338	NA	NA
	MDA	VIS	HAA	MDA	VIS	HAA		
C	380	1	358	480	1	458	NA	NA
A	Not authorized.		T 2-eng. or less—Standard.				T over 2-eng.—Standard.	

City, Destin; State, Fla.; Airport name, Destin-Fort Walton Beach; Elev., 22'; Facility, PS; Procedure No. NDB (ADF) Runway 14, Amdt. Orig.; Eff. date, 18 Sept. 69

STANDARD INSTRUMENT APPROACH PROCEDURE—TYPE NDB (ADF)—Continued

Terminal routes				Missed approach
From—	To—	Via	Minimum altitudes (feet)	MAP: LLD NDB.
Nunn Int	LLD NDB	Direct	7000	Climbing right turn to 6400' on 160° bearing within 10 miles, then return to LLD NDB and hold;* or, when directed by ATC, climbing right turn to 7000' direct to GLL VOR.
GLL VOR	LLD NDB	Direct	7000	
Longmont Int	Elwell Int (NOPT)	Direct	6400	
Loveland Int	LLD NDB	Direct	7200	
Elwell Int	LLD NDB	Direct	5480	

Supplementary charting information:
*Hold S of LLD NDB, 1 minute, right turns, 340° Inbnd.
Final approach crs intercepts runway centerline 3540' from threshold.
LRCO, 122.1.
Runway 33, TDZ elevation, 5019'.

Procedure turn E side of crs, 160° Outbnd, 340° Inbnd, 6400' within 10 miles of LLD NDB.
Final approach crs, 340°.
MSA: 000°-090°—6600'; 090°-180°—6700'; 180°-270°—15300'; 270°-360°—14600'.
NOTE: Radar vectoring.
‡ When local altimeter and weather not available use Denver altimeter. Circling and straight-in MDA increase 200' and alternate minimums not authorized.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C			D		
	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT
S-33‡	5480	1	461	5480	1	461	5480	1	461	5480	1	461
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA
C‡	5480	1	461	5480	1	461	5480	1¼	461	5580	2	561
A	Standard‡.		T 2-eng. or less—Standard.				T over 2-eng.—Standard.					

City, Fort Collins-Loveland; State, Colo.; Airport name, Fort Collins-Loveland; Elev., 5019'; Facility LLD; Procedure No. NDB (ADF) Runway 33, Amdt. Orig.; Eff. date, 18 Sept. 69

Terminal routes				Missed approach
From—	To—	Via	Minimum altitudes (feet)	MAP: HSB NDB.
Texas Int	HSB NDB	Direct	2100	Make climbing right turn to 2500' and return to HSB NDB.

Procedure turn N side of crs, 060° Outbnd, 240° Inbnd, 2100' within 10 miles of HSB NDB.
Final approach crs, 240°.
MSA: 000°-090°—1900'; 090°-180°—2300'; 180°-270°—2500'; 270°-360°—1900'.
NOTE: Use Marion, Ill, altimeter setting, when not available, use Cape Girardeau altimeter setting and circling and straight-in MDA becomes 1260' and increase straight-in VIS ¼-mile category B and C aircraft.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C			D
	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	VIS
S-34	1080	1	681	1080	1	681	1080	1¼	681	NA
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	
C	1080	1	681	1080	1	681	1080	1½	681	NA
A	Not authorized.		T 2-eng. or less.—Standard.				T over 2-eng.—Standard.			

City, Harrisburg; State, Ill.; Airport name, Harrisburg-Raleigh; Elev., 399'; Facility, HSB; Procedure No. NDB (ADF) Runway 34, Amdt. 2; Eff. date, 18 Sept. 69; Sup. Amdt. No. ADF 1, Amdt. 1; Dated, 23 May 64

STANDARD INSTRUMENT APPROACH PROCEDURE—TYPE NDB (ADF)—Continued

Terminal routes				Missed approach
From—	To—	Via	Minimum altitudes (feet)	MAP: LRJ NDB.
Brunsville Int	LRJ NDB	Direct	2000	Right-Climbing turn to 2000' on 350° bearing from NDB within 10 miles, return to NDB. Supplementary charting information: Final approach crs intercepts runway centerline extended 540' from runway threshold. Runway 18, TDZ elevation, 1193'.

Procedure turn W side of crs, 350° Outbnd, 170° Inbnd, 2000' within 10 miles of LRJ NDB.
Final approach crs, 170°.
MSA: 000°-270°—4400'; 270°-000°—2800'.
NOTE: Use Sioux City altimeter setting.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C	D
	MDA	VIS	HAT	MDA	VIS	HAT	VIS	VIS
S-18	1900	1	707	1900	1	707	NA	NA
	MDA	VIS	HAA	MDA	VIS	HAA		
C	1900	1	704	1900	1	704	NA	NA
A	Not authorized.		T 2-eng. or less—Standard.				T over 2-eng.—Standard.	

City, LeMars; State, Iowa; Airport name, LeMars Municipal; Elev., 1196'; Facility, LRJ; Procedure No. NDB (ADF) Runway 18, Amdt. Orig.; Eff. date, 18 Sept. 1969

Terminal routes				Missed approach
From—	To—	Via	Minimum altitudes (feet)	MAP: 4.9 miles after passing Elizabeth LOM.
Chatham NDB	Elizabeth LOM	Direct	2000	Climb to 1000' on crs 037°, left climbing turn to 2000' direct to Chatham NDB and hold. Supplementary charting information: Hold NE, 1 minute, right turns, 241° Inbnd. 515' tower, 1.2 miles SE of Elizabeth LOM. 550' tower, 3.8 miles S of Elizabeth LOM. 293' building, 3.3 miles N of Elizabeth LOM. 598' building, 2.2 miles N of airport. 313' tower, 1 mile W of airport. Runway 4, TDZ elevation, 11'.
Ambov VHF Int	Elizabeth LOM (NOPT)	Direct	1600	

Procedure turn W side of crs, 217° Outbnd, 037° Inbnd 1600' within 10 miles of Elizabeth LOM.
FAF, Elizabeth LOM. Final approach crs, 037°. Distance FAF to MAP, 4.9 miles.
Minimum altitude over Elizabeth LOM, 1600'.
MSA: 000°-090°—2600'; 090°-180°—1700'; 180°-270°—1800'; 270°-360°—2500'.
NOTE: Radar vectoring.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C			D		
	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT
S-4	620	RVR 40	609	620	RVR 40	609	620	RVR 40	609	620	RVR 50	609
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA
C	620	1	602	620	1	602	620	1¼	602	900	2	882
A	900-2.		T 2-eng. or less—RVR 20 Runways 4 and 22; Standard Runways 11 and 29.				T over 2-eng.—RVR 20 Runways 4 and 22; Standard Runways 11 and 29.					

City, Newark; State, N.J.; Airport name, Newark Airport; Elev., 18'; Facility, EW; Procedure No. NDB (ADF) Runway 4, Amdt. 19; Eff. date, 18 Sept. 69; Sup. Amdt. No. ADF 1, Amdt. 18; Dated, 19 June 68

STANDARD INSTRUMENT APPROACH PROCEDURE—TYPE NDB (ADF)—Continued

Terminal routes				Missed approach
From—	To—	Via	Minimum altitudes (feet)	MAP: 5.8 miles after passing Lyndhurst LOM.
Paterson NDB	Allan Int	Direct	2000	Climb to 2000' on crs 217°, right turn, direct to Chatham NDB and hold.
Allan Int	Lyndhurst LOM (NOPT)	Direct	2000	Supplementary charting information: Hold NE, 1 minute, right turns, 241° Inbnd. 695' tower 0.8 mile NE of Lyndhurst LOM. 598' building 2.2 miles N of airport. 313' tower 1 mile W of airport. Runway 22, TDZ elevation, 10'.

Procedure turn W side of crs, 037° Outbnd, 217° Inbnd, 2000' within 10 miles of Lyndhurst LOM.
FAF, Lyndhurst LOM. Final approach crs, 217°. Distance FAF to MAP, 5.8 miles.
Minimum altitude over Lyndhurst LOM, 2000'.
MSA: 000°-090°—2600'; 090°-180°—2600'; 180°-270°—2600'; 270°-360°—2900'.
NOTE: Radar vectoring.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C			D		
	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT
S-22	900	RVR 50	890	900	RVR 60	890	900	1½	890	900	2	890
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA
C	900	1	882	900	1¼	882	900	1½	882	900	2	882
A	900-2.		T 2-eng. or less—RVR 20 Runways 4 and 22; Standard Runways 11 and 29.				T over 2-eng.—RVR 20 Runways 4 and 22; Standard Runways 11 and 29.					

City, Newark; State, N.J.; Airport name, Newark Airport; Elev., 18'; Facility, AR; Procedure No. NDB (ADF) Runway 22, Amdt. 8; Eff. date, 18 Sept. 69; Sup. Amdt. No. ADF 2, Amdt. 7; Dated, 16 July 66

Terminal routes				Missed approach
From—	To—	Via	Minimum altitudes (feet)	MAP: ZER NDB.
				Climbing left turn to 3300' direct to NDB and hold. Supplementary charting information: Hold E, 1 minute, left turns, Inbnd crs 292°. Final approach crs intercepts runway centerline 2240' from threshold. Tower 1850', 0.7 mile NE. Runway 29, TDZ elevation, 1723'.

Procedure turn S side of crs, 112° Outbnd, 292° Inbnd, 3300' within 10 miles of ZER NDB.
Final approach crs, 292°.
MSA: 000°-090°—3200'; 090°-180°—3000'; 180°-360°—2900'.
NOTE: Use Harrisburg altimeter setting.
*Night minimums; runways 4 and 22 not authorized.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C	D
	MDA	VIS	HAT	MDA	VIS	HAT	VIS	VIS
S-29	2500	1	777	2500	1¼	777	NA	NA
	MDA	VIS	HAA	MDA	VIS	HAA		
C*	2500	1	776	2500	1¼	776	NA	NA
A	Not authorized.		T 2-eng. or less—Standard.				T over 2-eng.—Standard.	

City, Pottsville; State, Pa.; Airport name, Schuylkill Co. (Joe Zerbey); Elev., 1724'; Facility, ZER; Procedure No. NDB (ADF) Runway 29, Amdt. Orig.; Eff. date, 18 Sept. 69

STANDARD INSTRUMENT APPROACH PROCEDURE—TYPE NDB (ADF)—Continued

Terminal routes				Missed approach
From—	To—	Via	Minimum altitudes (feet)	MAP: 5.8 miles after passing FS LOM.
FSD VORTAC	FS LOM	Direct	3200	Climb to 2700' on 026° bearing from FS
Bestland Int	FS LOM	Direct	3200	LOM within 10 miles, return to LOM.
Lennox Int	FS LOM	Direct	3200	Supplementary charting information:
Russell Int	FS LOM	Direct	3200	3444' tower 10 miles SE of airport at 43°29'00", 96°38'20".
				Runway 3, TDZ elevation, 1422'.

Procedure turn E side of crs, 206° Outbnd, 026° Inbnd, 3200' within 10 miles of FS LOM.
FAF, FS LOM. Final approach crs, 026°. Distance FAF to MAP, 5.8 miles.
Minimum altitude over FS LOM, 3200'.
MSA: 000°-180°—4500'; 180°-270°—3100'; 270°-360°—4100'.
%IFR departure procedures: Aircraft departing southeastbound when weather is below 2100-2, flight below 3900' beyond 5 miles E and SE of airport is prohibited between R 095° and R 135° of FSD VORTAC. Aircraft departing Runways 21 and 33 climb to 1800' on runway heading before turning on crs.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C			D		
	MDA_a	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT
S-3	1960	RVR 40	538	1960	RVR 40	538	1960	RVR 40	538	1960	RVR 50	538
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA
C	1960	1	532	1960	1	532	1960	1½	532	1980	2	552
A	Standard.		T 2-eng. or less.—300-1 Runway 15; RVR 24 Runway 3; Standard all others.%				T over 2 eng.—300-1 Runway 15; RVR 24 Runway 3; Standard all others.%					

City, Sioux Falls; State, S.Dak; Airport name, Joe Foss Field; Elev., 1428'; Facility, FS; Procedure No. NDB (ADF) Runway 3, Amdt. 13; Eff. date, 18 Sept. 1969; Sup. Amdt. No. 12; Dated, 5 Aug. 1967

Terminal routes				Missed approach
From—	To—	Via	Minimum altitudes (feet)	MAP: SME NDB.
LOZ VORTAC	SME NDB	Direct	3100	Climbing right turn to 3100' direct to SME
Highland Int	SME NDB	Direct	3100	NDB and hold.
Cumberland Int	SME NDB	Direct	3100	Supplementary charting information:
				Hold SW, 1 minute, right turns, 040° Inbnd.
				Final approach lies 400' left of runway centerline at 3000' from threshold.
				Chart: 1783' antenna tower, 37°00'13" N., 84°35'41" W., 1300' tower 37°04'46" N., 84°35'00" W.
				Runway 4, TDZ elevation, 927'.

Procedure turn E side of crs, 220° Outbnd, 040° Inbnd, 3100' within 10 miles of SME NDB.
Final approach crs, 040°.
MSA: 000°-090°—2900'; 090°-180°—2800'; 180°-270°—2800'; 270°-360°—3600'.
NOTE: Use London, Ky., altimeter setting.
% IFR departure procedure: Runway 4, climb on 040° crs to 2000' before proceeding as cleared.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C	D
	MDA	VIS	HAT	MDA	VIS	HAT	VIS	VIS
S-4	1960	1¼	1033	1960	1¼	1033	NA	NA
	MDA	VIS	HAA	MDA	VIS	HAA		
C	1960	1½	1033	1960	1¼	1033	NA	NA
A	Not authorized.		T 2-eng. or less—Standard Runway 22; Runway 4, 400-1.%				T over 2-eng.—Standard Runway 22; Runway 4, 400-1.%	

City, Somerset; State, Ky.; Airport name, Somerset-Pulaski Co.; Elev., 927; Facility, SME; Procedure No. NDB (ADF) Runway 4, Amdt. 2; Eff. date, 18 Sept. 69; Sup. Amdt. No. 1; Dated, 17 June 67

12. By amending § 97.27 of Subpart C to amend nondirectional beacon (automatic direction finder) (NDB/ADF) procedures as follows:

STANDARD INSTRUMENT APPROACH PROCEDURE—TYPE NDB (ADF)

Bearings, headings, courses and radials are magnetic. Elevations and altitudes are in feet MSL, except HAT, HAA, and RA. Ceilings are in feet above airport elevation. Distances are in nautical miles unless otherwise indicated, except visibilities which are in statute miles or hundreds of feet RVR.

If an instrument approach procedure of the above type is conducted at the below named airport, it shall be in accordance with the following instrument approach procedure, unless an approach is conducted in accordance with a different procedure for such airport authorized by the Administrator. Initial approach minimum altitudes shall correspond with those established for en route operation in the particular area or as set forth below.

Terminal routes				Missed approach
From—	To—	Via	Minimum altitudes (feet)	MAP: 9.7 miles after passing SB LOM.
SBN VORTAC	SB LOM	Direct	2400	Make left turn to 2400' and proceed direct to SB LOM.
North Liberty Int	SB LOM	Direct	2900	
GSH VORTAC	SB LOM	Direct	2900	Supplementary charting information: 884' tower 0.9 mile ENE of airport. 1016' tower 2.8 miles WNW of airport. Runway 9, TDZ elevation, 779'.

Procedure turn N side of crs, 264° Outbnd, 084° Inbnd, 2400' within 10 miles of SB LOM.
FAF, SB LOM. Final approach crs, 084°. Distance FAF to MAP, 9.7 miles.
Minimum altitude over SB LOM, 2400'; over Judy Int, 1580'.
MSA: 045°-315°—3000'; 315°-045°—2400'.
NOTE: Use South Bend altimeter setting except operators with approved weather reporting service. Operators with approved weather reporting service may reduce all MDA's by 40'.
*Standard alternate minimums authorized for operators with approved weather reporting service.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C			D
	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	VIS
S-9	1580	1	801	1580	1¼	801	1580	1¼	801	NA
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	
C	1580	1	801	1580	1¼	801	1580	1¼	801	NA
	ADF/VOR MINIMUMS:									
	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	
S-9	1380	1	601	1380	1	601	1380	1	601	NA
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	
C	1380	1	601	1380	1	601	1380	1¼	601	NA
A	Not authorized.*		T 2-eng. or less—Standard.				T over 2-eng.—Standard.			

City, Elkhart; State, Ind.; Airport name, Elkhart Municipal; Elev., 779'; Facility, SB; Procedure No. NDB (ADF) Runway 9, Amdt. 3; Eff. date, 18 Sept. 69; Sup. Amdt. No. 2; Dated, 31 July 69

13. By amending § 97.29 of Subpart C to establish instrument landing system (ILS) procedures as follows:

STANDARD INSTRUMENT APPROACH PROCEDURE—TYPE ILS

Bearings, headings, courses and radials are magnetic. Elevations and altitudes are in feet MSL, except HAT, HAA, and RA. Ceilings are in feet above airport elevation. Distances are in nautical miles unless otherwise indicated, except visibilities which are in statute miles or hundreds of feet RVR.

If an instrument approach procedure of the above type is conducted at the below named airport, it shall be in accordance with the following instrument approach procedure, unless an approach is conducted in accordance with a different procedure for such airport authorized by the Administrator. Initial approach minimum altitudes shall correspond with those established for en route operation in the particular area or as set forth below.

Terminal routes				Missed approach
From—	To—	Via	Minimums altitudes (feet)	MAP: DH 5530 LOC 5 miles after Altura LOM.
Conifer Int	Denver VOR	Direct	11400	Climb to 5000' then climing left turn to 8000' direct to EWD NDB and hold*, or, when directed by ATC, climb to 5000', then climbing left turn to 7000' direct to Altura LOM and hold.
Denver VOR	Altura LOM	Direct	7000	
Byers Int	Watkins Int	Direct	7500	
Kiowa VOR	Watkins Int	Direct	7700	
Watkins Int	Altura LOM (NOPT)	Direct	7000	
DEN R 001° CW	DEN R 109° (Watkins Int)	12 mile Arc	7000	Supplementary charting information: *Hold S, left turns, 1 minute, 350° Inbnd. Delete Lowry Beacon 5521' from plan view depletion. Runway 26L, TDZ elevation, 5330'.

Procedure turn N side of crs, 077° Outbnd, 257° Inbnd, 7000' within 10 miles of Altura LOM.
FAF, Altura LOM. Final approach crs, 257°. Distance FAF to MAP, 5.5 miles.
Minimum altitude over Altura LOM, 7000'.
Minimum glide slope interception altitude, 7000'. Glide slope altitude at OM, 7000'; at MM, 5551'.
Distance to runway threshold at OM, 5.5 miles; at MM, 0.6 mile.
MSA: 000°-090°—7000'; 090°-180°—8500'; 180°-360°—10000'.
NOTE: ASR.
%IFR departure procedures: Westbound (194° through 321°) must comply with published Denver SIDs.
#RVR 24 authorized Runway 26L; BVR18 authorized Runway 35; RVR 50 authorized Runway 17.
##Runway 35 RVR 18; Runways 17 and 26L RVR 24.

STANDARD INSTRUMENT APPROACH PROCEDURE—TYPE ILS—Continued

DAY AND NIGHT MINIMUMS

Cond.	A			B			C			D		
	DH	VIS	HAT	DH	VIS	HAT	DH	VIS	HAT	DH	VIS	HAT
S-26L	5530	RVR 24	200	5530	RVR 24	200	5530	RVR 24	200	5530	RVR 24	200
LOC:	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT
26L	5740	RVR 24	410	5740	RVR 24	410	5740	RVR 24	410	5740	RVR 40	410
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA
C	5860	1	530	5880	1	550	5880	1¼	550	5880	2	550
A	Standard.		T 2-eng. or less.—Standard.%#				T over 2-eng.—Standard.%##					

City, Denver; State, Colo.; Airport name, Stapleton International; Elev., 5330'; Facility I-DEN; Procedure No. ILS Runway 26L, Amdt. 31; Eff. date, 18 Sept. 1969; Sup. Amdt. No. ILS-26L, Amdt. 30; Dated, 19 June 65

Terminal routes				Missed approach
From—	To—	Via	Minimum altitudes (feet)	MAP: ILS DH 5492' LOC 5.0 miles after OM.
Franktown Int	Sedalia Int	Direct	8000	Climb to 7000' on N crs SPO-ILS to Derby Int and hold*, or when directed by ATC climb to 5900', climbing left turn to 8000' direct to EWD NDB.
Larkspur Int	Sedalia Int	Direct	10300	
Sedalia Int	EWD NDB (NOPT)	Direct	7900	
Conifer Int	EWD NDB	Direct	12000	
DEN VOR	EWD NDB	Direct	8000	Supplementary charting information: *Hold N, right turns, 1 minute, 170° Inbnd. Lowry Beacon 5521', carried on former plates, has been removed. Category II special authorization required: S-dn-35 HAT 150 RVR 16 DH 5442 RA 148. S-n-35 HAT 100 RVR 12 DH 5392 RA 105. Runway 35, TDZ elevation, 5292'.

Procedure turn E side of crs, 176° Outbnd, 356° Inbnd, 8000' within 10 miles of EWD NDB.
FAF, OM. Final approach crs, 356°. Distance FAF to MAP, 5 miles.
Minimum altitude over OM, 6688'.
Minimum glide slope interception altitude, 7000'$. Glide slope altitude at OM, 6688'; at MM, 5502'; at IM, 5392'.
Distance to runway threshold at OM, 5 miles; at MM, 0.6 mile; at IM, 1160'.
MSA EWD NDB: 070°-160°—8900'; 160°-340°—12800'; 340°-070°—7200'.
NOTE: ASR.
%IFR departure procedures: Westbound (194° through 321°) must comply with published Denver SIDs.
$7000' when authorized by ATC.
#RVR 24 authorized Runway 26L; RVR 18 authorized Runway 35; RVR 50 authorized Runway 17.
##Runway 35, RVR 18; Runways 17 and 26L, RVR 24.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C			D		
	DH	VIS	HAT	DH	VIS	HAT	DH	VIS	HAT	DH	VIS	HAT
S-35	5492	RVR 18	200	5492	RVR 18	200	5492	RVR 18	200	5492	RVR 20	200
LOC:	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT
S-35	5820	RVR 24	528	5820	RVR 24	528	5820	RVR 24	528	5820	RVR 50	528
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA
C	5860	1	530	5880	1	550	5880	1¼	550	5880	2	550
	Category II, special authorization required:											
	DH	VIS	HAT	DH	VIS	HAT	DH	VIS	HAT	DH	VIS	HAT
S-35 D/N	5442	RVR 16	150	5442	RVR 16	150	5442	RVR 16	150	5442	RVR 16	150
S-35 N	5392	RVR 12	100	5392	RVR 12	100	5392	RVR 12	100	5392	RVR 12	100
A	Standard.		T 2-eng. or less—Standard.%#				T over 2-Eng.—Standard.%##					

City, Denver; State, Colo.; Airport name, Stapleton International; Elev., 5330'; Facility, I-SPO; Procedure No. ILS Runway 35, Amdt. 7; Eff. date, 18 Sept. 69; Sup. Amdt. No. ILS-35, Amdt. 6; Dated, 7 Jan. 67

STANDARD INSTRUMENT APPROACH PROCEDURE—TYPE ILS—Continued

Terminal routes				Missed approach
From—	To—	Via	Minimum altitudes (feet)	MAP: ILS DH 211; LOC 4.9 miles after passing Elizabeth LOM.
Chatham NDB	Elizabeth LOM	Direct	2000	Climb to 2000' on crs. 037°, proceed Morristown Int via LGA VOR R 292° and hold.
Amboy VHF Int	Elizabeth LOM (NOPT)	Direct	1600	Supplementary charting information: Hold SW, 1 minute, left turns, 061° Inbnd. 515' tower, 1.2 miles SE of Elizabeth LOM. 550' tower, 3.8 miles S of Elizabeth LOM. 293' building, 3.3 miles N of Elizabeth LOM. 598' building, 2.2 miles N of airport. 313' tower, 1 mile W of airport. Runway 4, TDZ elevation, 11'.

Procedure turn W side of crs, 217° Outbnd, 037° Inbnd, 1600' within 10 miles of Elizabeth LOM.
FAF, Elizabeth LOM. Final approach crs, 037°. Distance FAF to MAP, 4.9 miles.
Minimum glide slope interception altitude, 1600'. Glide slope altitude at OM, 1554'; at MM, 249'.
Distance to runway threshold at OM, 4.9 miles; at MM, 0.6 mile.
MSA: 000°-090°—2600'; 090°-180°—1700'; 180°-270°—1800'; 270°-360°—2500'.

NOTE: Radar vectoring.
*Inoperative table does not apply to HIRLS and ALS Runway 4.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C			D		
	DH	VIS	HAT	DH	VIS	HAT	DH	VIS	HAT	DH	VIS	HAT
S-4*	211	RVR 20	200	211	RVR 20	200	211	RVR 20	200	211	RVR 20	200
LOC:	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT
S-4*	520	RVR 50	509	520	RVR 50	509	520	RVR 50	509	520	RVR 60	509
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA
C	620	1	602	620	1	602	620	1¼	602	900	2	882
A	900-2.			T 2-eng. or less.—RVR 20 Runways 4 and 22; Standard Runways 11 and 29.			T over 2-eng.—RVR 20 Runways 4 and 22; Standard Runways 11 and 29.					

City, Newark; State, N.J.; Airport name, Newark Airport; Elev., 18'; Facility, I-EWR; Procedure No. ILS Runway 4, Amdt. 20; Eff. date, 18 Sept 1969; Sup. Amdt. No. ILS-4, Amdt. 19; Dated, 13 Nov. 1965

Terminal routes				Missed approach
From—	To—	Via	Minimum altitudes (feet)	MAP: ILS DH 210'; LOC 5.8 miles after passing Lyndhurst LOM.
Paterson NDB	Allan Int	Direct	2000	Climb to 2000' on ILS SW crs to Amboy Int, right turn to R 069° ARD VOR to Kilmer Int and hold.
Allan Int	Lyndhurst LOM (NOPT)	Direct	2000	Supplementary charting information: Hold SW, 1 minute, right turns, 069° Inbnd. 598' building, 2.2 miles N of airport. 635' tower, 0.8 mile NE of Lyndhurst LOM. 313' tower, 1 mile W of airport. Runway 22, TDZ elevation, 10'.

Procedure turn W side of crs, 037° Outbnd, 217° Inbnd, 2000' within 10 miles of Lyndhurst LOM.
FAF, Lyndhurst LOM. Final approach crs, 217°. Distance FAF to MAP, 5.8 miles.
Minimum glide slope interception altitude, 2000'. Glide slope altitude at OM, 1936'; at MM, 237'.
Distance to runway threshold at Om, 5.8 miles; at MM, 0.6 mile.
MSA: 000°-090°—2600'; 090°-180°—2600'; 180°-270°—2600'; 270°-360°—2900'.
NOTES: (1) Radar vectoring. (2) The Teterboro MM underlies the procedure turn area; do not confuse with OM signal. Teterboro OM and Newark (ARK) OM at approximately same geographic location and signals simultaneously keyed to indicate one OM serving two ILS systems.
*Inoperative table does not apply to HIRL, REIL, or ALS on Runway 22.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C			D		
	DH	VIS	HAT	DH	VIS	HAT	DH	VIS	HAT	DH	VIS	HAT
S-22	210	RVR 20	200	210	RVR 20	200	210	RVR 20	200	210	RVR 20	200
LOC:	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT
S-22*	620	RVR 50	610	620	RVR 50	610	620	RVR 50	610	630	RVR 60	610
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA
C	620	1	602	620	1	602	620	1¼	602	900	2	882
A	900-2.			T 2-eng. or less—RVR 20 Runways 4 and 22; Standard Runways 11 and 29.			T over 2-eng.—RVR 20 Runways 4 and 22; Standard Runways 11 and 29.					

City, Newark; State, N.J.; Airport name, Newark Airport; Elev., 18'; Facility, I-ARK; Procedure No. ILS Runway 22, Amdt. 14; Eff. date, 18 Sept. 69; Sup. Amdt. No. 13; Dated, 23 May 68

STANDARD INSTRUMENT APPROACH PROCEDURE—TYPE ILS—Continued

Terminal routes				Missed approach
From—	To—	Via	Minimum altitudes (feet)	MAP: DH categories A, B, C—251'; category D, 301'.
SLI VOR	Snake Int	Direct	3500	Climb to 1800' on localizer back crs to Minnow Int.
Balboa Int	SNA VOR	Direct	3500	
SNA VOR	Snake Int	Direct	3500	Supplementary charting information:
San Juan Int	Snake Int (NOPT)	I-SNA LOC	3500	Chart MALSR Runway 19R.
Pomona VOR	San Juan Int	Direct	3500	MIRL Runways 1R/19L.
				REIL Runway 19R will be removed.
				HIRL Runways 1L/19R.
				RVR to be commissioned on Runway 19R.
				92' powerline 3200' N of Runway 19R.
				Runway 19R, TDZ elevation, 51'.

Procedure turn W side of crs, 013° Outbnd, 193° Inbnd, 3500' within 10 miles of Snake Int.
Final approach crs, 193°.
Minimum glide slope interception altitude, 3500'.# (#2500' when authorized by ATC.) Glide slope altitude at Snake Int, 3200'; at OM, 2313'; at MM, 241'.
Distance to runway threshold at OM, 6.9 miles; at MM, 0.5 mile.
NOTES: (1) Radar vectoring. (2) Localizer approach (glide slope not utilized) shown on separate sheet.
#Circling MDA increased 20', DH increased 15', and alternate minimums not authorized when using El Toro altimeter setting during time control zone not effective except operators with approved weather reporting service.
% IFR Departure Procedures: Eastbound (011° through 179°) IFR departures, climb via SNA R 190° to 2000', then via assigned route

DAY AND NIGHT MINIMUMS

Cond.	A			B			C			D		
	DH	VIS	HAT	DH	VIS	HAT	DH	VIS	HAT	DH	VIS	HAT
S-19R#	251	RVR 24	200	251	RVR 24	200	251	RVR 24	200	301	RVR 40	250
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA
C#	480	1	427	520	1	467	520	1½	467	620	2	567
A	Standard.#		T 2-eng. or less—Runway 19 R RVR 24; All others standard.%				T over 2-eng. Runway 19R RVR 24; All others standard.%					

City, Santa Ana; State, Calif.; Airport name, Orange County; Elev., 53'; Facility, I-SNA; Procedure No. ILS Runway 19R, Amdt. Orig.; Eff. date, 18 Sept. 69

Terminal routes				Missed approach
From—	To—	Via—	Minimum altitudes (feet)	MAP: ILS DH 1622'; LOC 5.8 miles after passing FS LOM.
FSD VORTAC	FS LOM	Direct	3200	Climb to 2700' on NE crs of ILS within 10 miles, return to LOM.
Bestland Int	FS LOM	Direct	3200	
Lennox Int	FS LOM	Direct	3200	Supplementary charting information:
Russell Int	FS LOM	Direct	3200	3444' tower 10 miles SE of airport, at 43°20'00", 96°38'20".
R 045° FSD VORTAC CW	R 160° FSD VORTAC	19-mile Arc	4400	
R 160° FSD VORTAC CW	R 190° FSD VORTAC	19-mile Arc	3200	Runway 3; TDZ elevation, 1422'.
19-mile DME Fix R 190° FSD VORTAC	FSD LOC	340° crs. 2 miles	3200	
D.R. Position FSD LOC	FS LOM (NOPT)	LOC crs	3200	
R 355° FSD VORTAC CCW	FSD LOC	17-mile Arc 206° lead radial	3200	
17-mile Arc	FS LOM (NOPT)	LOC crs	3200	

Procedure turn E side of crs, 206° Outbnd, 026° Inbnd, 3200' within 10 miles of FS LOM.
FAF, FS LOM. Final approach crs, 026°. Distance FAF to MAP, 5.8 miles.
Minimum altitude over FS LOM, 3200'; over Marie Int when glide slope inoperative, 1880'.
Minimum glide slope interception altitude, 3200'. Glide slope altitude at OM, 3118'; at MM, 1623'.
Distance to runway threshold at OM, 5.8 miles; at MM, 0.5 mile.
MSA: 000°–180°—4500'; 180°–270°—3100'; 270°–360°—4100'.
%IFR departure procedures: Aircraft departing southeastbound when weather is below 2100-2, flight below 3000' beyond 5 miles E and SE of airport is prohibited between R 095° and R 135° of FSD VORTAC. Aircraft departing Runways 21 and 33 climb to 1800' on runway heading before turning on crs.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C			D		
	DH	VIS	HAT	DH	VIS	HAT	DH	VIS	HAT	DH	VIS	HAT
S-3	1622	RVR 24	200	1622	RVR 24	200	1622	RVR 24	200	1622	RVR 24	200
	LOC:											
	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT
S-3	1880	RVR 24	458	1880	RVR 24	458	1880	RVR 24	458	1880	RVR 40	458
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA
C	1960	1	532	1960	1	532	1960	1½	532	1960	2	532
	LOC/VOR Minimums:											
	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT
S-3	1780	RVR 24	358	1780	RVR 24	358	1780	RVR 24	358	1780	RVR 40	358
A	Standard.		T 2-eng. or less—300-1 Runway 15; RVR 24 Runway 3; Standard all others.%				T over 2-eng.—300-1 Runway 15; RVR 24 Runway 3; Standard all others.%					

City, Sioux Falls; State, S.D.; Airport name, Joe Foss Field; Elev., 1428'; Facility, I-FSD; Procedure No. ILS Runway 3, Amdt.15; Eff. date, 18 Sept.69; Sup Amdt. No. 14; Dated, 5 Aug. 67

14. By amending § 97.31 of Subpart C to establish precision approach radar (PAR) and airport surveillance radar (ASR) procedures as follows:

STANDARD INSTRUMENT APPROACH PROCEDURE—TYPE RADAR

Bearings, headings, courses and radials are magnetic. Elevations and altitudes are in feet MSL, except HAT, HAA, and RA. Ceilings are in feet above airport elevation. Distances are in nautical miles unless otherwise indicated, except visibilities which are in statute miles or hundreds of feet RVR.

If a radar instrument approach is conducted at the below named airport, it shall be in accordance with the following instrument procedure, unless an approach is conducted in accordance with a different procedure authorized for such airport by the Administrator. Initial approach minimum altitude(s) shall correspond with those established for en route operation in the particular area or as set forth below. Positive identification must be established with the radar controller. From initial contact with radar to final authorized landing minimums, the instructions of the radar controller are mandatory except when (A) visual contact is established on final approach at or before descent to the authorized landing minimums, or (B) at Pilot's discretion if it appears desirable to discontinue the approach. Except when the radar controller may direct otherwise prior to final approach, a missed approach shall be executed as provided below when (A) communication on final approach is lost for more than 5 seconds during a precision approach, or for more than 30 seconds during a surveillance approach; (B) directed by radar controller; (C) visual contact is not established upon descent to authorized landing minimums; or (D) if landing is not accomplished.

Radar terminal area maneuvering sectors and altitudes (sectors and distances measured from radar antenna)

From—	To—	Distance	Altitude	Distance	Altitude	Distance	Altitude	Distance	Altitude	Distance	Altitude

As established by DEN ASR minimum altitude vectoring chart.

Notes

%IFR departure procedures: Westbound, 194° through 321° must comply with published Denver SIDS.
Descend aircraft to MDA after FAF.
ASR Runway 8R FAF 5 miles from threshold.
ASR Runway 35 FAF 5 miles from threshold.
ASR Runway 26L FAF 5 miles from threshold.
ASR Runway 17 FAF 5 miles from threshold.
#Runway 35 RVR 18; Runway 26L RVR 24; Runway 17 RVR 50.
##Runway 35 RVR 18, Runways 26L and 17 RVR 24.

Missed approach:
Runway 8R—Climb to 7000' direct to Altura LOM and hold, * or, when directed by ATC, climbing right turn to 8000' direct to EWD NDB.
Runway 35—Climb to 7000' on N crs of SPO ILS to Derby Int. and hold, ** or, when directed by ATC, climbing left turn to 8000' direct to EWD NDB.
Runway 26L—Climbing left turn to 8000' direct to EWD NDB and hold, $ or, when directed by ATC, climbing left turn to 7000' direct to Altura LOM.
Runway 17—Climb to 8000' direct to EWD NDB and hold, $ or, when directed by ATC, climbing left turn to 7000' direct to Altura LOM.
Lost communications: If communications lost for 1 minute during transitions, or 30 seconds on final approach, proceed direct to DEN VOR at last assigned altitude, or 7000', whichever is higher and hold $8 and monitor VOR voice, or when directed by ATC, proceed direct to Altura LOM at last assigned altitude, or 7000', whichever is higher, and execute NDB or ILS Runway 26L approach.
Supplementary charting information:
*Hold E, right turns, 1 minute, 257° Inbnd.
**Hold N, right turns, 1 minute, 170° Inbnd.
$Hold S, left turns, 1 minute, 350° Inbnd.
$8Hold W, left turns, 1 minute, 084° Inbnd.
FAF:
Runway 8R—Minimum altitude 6700'; final approach crs 077°; TDZ elevation, 5322'.
Runway 35—Minimum altitude 7000'; final approach crs 350°; TDZ elevation, 5292'.
Runway 26L—Minimum altitude 7000'; final approach crs 257°; TDZ elevation, 5330'.
Runway 17—Minimum altitude 6700'; final approach crs 170°; TDZ elevation, 5253'.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C			D		
	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT
S-8R	5940	¾	618	5940	¾	618	5940	1	618	5940	1¼	618
S-35	5780	RVR 24	488	5780	RVR 24	488	5780	RVR 24	488	5780	RVR 50	488
S-26L	5820	RVR 24	490	5820	RVR 24	490	5820	RVR 24	490	5820	RVR 50	490
S-17	5560	RVR 40	307	5560	RVR 40	307	5560	RVR 40	307	5560	RVR 50	307
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA
C	5940	1	610	5940	1	610	5940	1¼	610	5940	2	610
A	Standard.		T 2-eng. or less—Standard.%#				T over 2-eng.—Standard.%##					

City, Denver; State, Colo.; Airport name, Stapleton International; Elev., 5330'; Facility, Denver Radar; Procedure No. Radar-1, Amdt. 5; Eff. date, 18 Sept. 69; Sup. Amdt. No. Radar 1, Amdt. 4; Dated, 2 Jan. 65

STANDARD INSTRUMENT APPROACH PROCEDURE—TYPE RADAR—Continued

Radar terminal area maneuvering sectors and altitudes (sectors and distances measured from radar antenna)										Notes
From—	To—	Distance	Altitude	Distance	Altitude	Distance	Altitude	Distance	Altitude	Distance	Altitude	
000	360	15 mile	1800							Descend aircraft after passing FAF.
000	085	15-30	2400							1. Runway 14 FAF, 3.5 miles from threshold. Runway 14 TDZ elevation, 22'.
085	325	15-30	1500							
325	360	15-30	1700							2. Runway 32 FAF 3.5 miles from threshold. Minimum altitude over 3.5 miles Radar Fix, 1000'.
Radar azimuths are CW with distance and altitudes based on antenna at Eglin AFB.										Runway 32, TDZ elevation, 21'.
										Use Eglin AFB altimeter setting.
										No weather reporting.
										Supplementary charting information:
										Hold N, 1 minute, right turns, 160° Inbnd.

Missed approach:
Runway 14 climb to 1500', right turn, direct to PS LMM and hold.
Runway 32 climb to 1500', direct to PS LMM and hold.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C	D
	MDA	VIS	HAT	MDA	VIS	HAT	VIS	VIS
S-14	300	1	278	300	1	278	NA	NA
	MDA	VIS	HAA	MDA	VIS	HAA		
C	380	1	358	480	1	458	NA	NA
	MDA	VIS	HAT	MDA	VIS	HAT		
S-32	300	1	279	300	1	279	NA	NA
	MDA	VIS	HAA	MDA	VIS	HAA		
C	380	1	358	480	1	458	NA	NA
A	Not authorized.		T 2-eng. or less—Standard.				T over 2-eng.—Standard.	

City, Destin; State, Fla.; Airport name, Destin-Fort Walton Beach; Elev., 22'; Facility, Radar; Procedure No. Radar-1, Amdt. Orig.; Eff. date, 18 Sept. 69

15. By amending § 97.31 of Subpart C to amend precision approach radar (PAR) and airport surveillance radar (ASR) procedures as follows:

STANDARD INSTRUMENT APPROACH PROCEDURE—TYPE RADAR

Bearings, headings, courses and radials are magnetic. Elevations and altitudes are in feet MSL, except HAT, HAA, and RA. Ceilings are in feet above airport elevation. Distances are in nautical miles unless otherwise indicated, except visibilities which are in statute miles or hundreds of feet RVR.

If a radar instrument approach is conducted at the below named airport, it shall be in accordance with the following instrument procedure, unless an approach is conducted in accordance with a different procedure authorized for such airport by the Administrator. Initial approach minimum altitude(s) shall correspond with those established for en route operation in the particular area or as set forth below. Positive identification must be established with the radar controller. From initial contact with radar to final authorized landing minimums, the instructions of the radar controller are mandatory except when (A) visual contact is established on final approach at or before descent to the authorized landing minimums, or (B) at Pilot's discretion if it appears desirable to discontinue the approach. Except when the radar controller may direct otherwise prior to final approach, a missed approach shall be executed as provided below when (A) communication on final approach is lost for more than 5 seconds during a precision approach, or for more than 30 seconds during a surveillance approach; (B) directed by radar controller; (C) visual contact is not established upon descent to authorized landing minimums; or (D) if landing is not accomplished.

Radar terminal area maneuvering sectors and altitudes (sectors and distances measured from radar antenna)										Notes
From—	To—	Distance	Altitude	Distance	Altitude	Distance	Altitude	Distance	Altitude	Distance	Altitude	
										Supplementary charting information:
										Runway 7, TDZ elevation, 147'.

Missed approach:
Runway 25—Climb straight ahead to 2000' on 246° bearing GAL NDB, or, R 245° GAL VORTAC within 15 miles.
Runway 07—Climb straight ahead to GAL NDB or GAL VORTAC, continue climb to 2000' on 065° bearing, R 065° within 10 miles.

DAY AND NIGHT MINIMUMS

Cond.	A			B			C			D		
	DH	VIS	HAT	DH	VIS	HAT	DH	VIS	HAT	DH	VIS	HAT
	Precision approach:											
S-25	352	½	200	352	½	200	352	½	200	352	½	200
	Military aircraft minimums:											
S-25	252	¼	100	252	¼	100	252	¼	100	252	¼	100
	Surveillance approach:											
	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT	MDA	VIS	HAT
S-25	560	½	408	560	½	408	560	½	408	560	1	408
S-7	460	¾	313	460	¾	313	460	¾	313	460	1	313
	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA	MDA	VIS	HAA
C	560	1	408	600	1	448	600	1½	448	700	2	548
A	Standard.		T 2-eng. or less.—Standard.				T over 2-eng.—Standard.					

City, Galena; State, Alaska; Airport name, Galena; Elev., 152'; Facility, Galena RADAR; Procedure No. Radar-1, Amdt. 2; Eff. date, 18 Sept. 69; Sup. Amdt. No. 1; Dated: 5 June 69

These procedures shall become effective on the dates specified therein.

(Secs. 307(c), 313(a), and 601 of the Federal Aviation Act of 1958, 49 U.S.C. 1348(c), 1354(a), 1421; 72 Stat. 749, 752, 775)

Issued in Washington, D.C., on August 12, 1969.

JAMES F. RUDOLPH,
Director, Flight Standards Service.

[F.R. Doc. 69-9852; Filed, Aug. 28, 1969; 8:45 a.m.]

[Docket No. 9763; Amdt. 121-49]

PART 121—CERTIFICATION AND OPERATIONS; AIR CARRIERS AND COMMERCIAL OPERATORS OF LARGE AIRCRAFT

Clarification of Proving Tests Requirements

In F.R. Doc. 69-9939, appearing at page 13468, in the issue for Thursday, August 21, 1969, the figure "1924" appearing in the third line of the authority citation should read "1424."

Title 7—AGRICULTURE

Chapter III—Agricultural Research Service, Department of Agriculture

PART 364—RULES GOVERNING THE APPOINTMENT, COMPENSATION, AND PROCEEDINGS OF AN ADVISORY COMMITTEE; AND RULES OF PRACTICE GOVERNING HEARINGS UNDER THE FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT

Pursuant to the provisions of sections 4 and 6 of the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. 135b, 135d), a new part 364 is hereby added to Chapter III, Title 7, Code of Federal Regulations, to read as follows:

Subpart A—General

Sec.
364.1 Meaning of words.
364.2 Definitions.
364.3 Scope and applicability of this part.
364.4 Submission of a determination respecting an economic poison to an advisory committee, and institution of a hearing regarding the application for registration or cancellation or suspension of an economic poison under the Act.

Subpart B—Rules Governing the Appointment, Compensation, and Proceedings of an Advisory Committee

364.10 Appointment of advisory committee.
364.11 Procedure for advisory committee.

Subpart C—Rules of Practice Governing Hearings

364.20 Institution of hearing; docket number.
364.21 Contents of document setting forth objections.
364.22 Filing copies of notification respecting registration.
364.23 Answer to objections.
364.24 Motions and requests.
364.25 Prehearing conference.
364.26 Examiners.
364.27 Procedure for a public hearing.
364.28 Order of proceeding and burden of proof.
364.29 Evidence.
364.30 Transcripts.
364.31 Proposed findings of fact, conclusions, and order.
364.32 Examiner's report.
364.33 Exceptions; objections; request for oral argument.
364.34 Final order.
364.35 Argument before the Secretary.
364.36 Ex Parte discussion of proceeding.
364.37 Application for reopening hearings; for rehearing; or reargument of proceeding, or for reconsideration of order.
364.38 Procedure for disposition of petitions.
364.39 Filing; number of copies.
364.40 Service; proof of service.
364.41 Computation of time.
364.42 Extensions of time.

AUTHORITY: The provisions of this part 364 issued under secs. 4, 6, 61 Stat. 167-168, as amended; 7 U.S.C. 135 (b), (d)).

Subpart A—General

§ 364.1 Meaning of words.

As used in this part, words in the singular form shall be deemed to import the plural, and vice-versa, as the case may require.

§ 364.2 Definitions.

For the purposes of this part, the following terms shall be construed, respectively, to mean:

(a) The term "Act" means the Federal Insecticide, Fungicide, and Rodenticide Act (61 Stat. 163, et seq. as amended, 7 U.S.C. 135-135(k)).

(b) The term "person" includes any individual, partnership, association, corporation, or any organized group of persons, whether incorporated or not.

(c) The term "Secretary" means the Secretary of Agriculture of the United States, or any officer or employee of the U.S. Department of Agriculture to whom authority has heretofore been delegated, or to whom authority may hereafter be delegated, to act in his stead, including the Judicial Officer of the U.S. Department of Agriculture.

(d) The term "Hearing Clerk" means the Hearing Clerk, U.S. Department of Agriculture, Washington, D.C. 20250.

(e) The term "Examiner" means an examiner in the Office of the Hearing Examiners, U.S. Department of Agriculture.

(f) The term "Examiner's Report" means the report made by the Examiner to the Secretary with respect to proposed:

(1) Findings of fact and conclusions regarding all material issues of fact, law or discretion, as well as the reasons or basis therefor, and

(2) Order.

(g) The term "Administrator" means the Administrator, Agricultural Research Service, U.S. Department of Agriculture, or any official or employee of the U.S. Department of Agriculture to whom authority has heretofore been delegated, or to whom authority may hereafter be delegated, to act in his stead.

(h) The term "Director" means the Director, Pesticides Regulation Division, Agricultural Research Service, U.S. Department of Agriculture, or any official or employee of the U.S. Department of Agriculture to whom authority has heretofore been delegated, or to whom authority may hereafter be delegated, to act in his stead.

(i) The term "Division" means the Pesticides Regulation Division, Agricultural Research Service, U.S. Department of Agriculture.

(j) The term "applicant" means any person who has made application to have an economic poison[1] registered pursuant to the provisions of the Act.

(k) The term "registrant" means any person who has registered an economic poison[1] pursuant to the provisions of the Act.

(l) The term "petitioner" means any person who has been notified that his application for registration of an economic poison[1] has been refused or any person who has received a notice of cancellation or suspension of the registration of an economic poison[1] under the Act, and who has filed a petition requesting that the matter be referred to an advisory committee.

(m) The term "advisory committee" means a group of qualified experts designated to submit an independent report to the Administrator regarding the registration of an economic poison.[1]

(n) The term "hearing" means any action arising under the Act, in which it is required by law that relevant and material evidence be received at a public hearing.

(o) The term "final order" includes the Secretary's findings, conclusions, order and rulings on motions, exceptions, statements of objections and proposed findings, conclusions and orders submitted by parties and not theretofore ruled upon.

§ 364.3 Scope and applicability of this part.

The provisions of Subpart B of this part shall be applicable to the appointment, compensation, and proceedings of an advisory committee; and the provisions of Subpart C of this part shall govern hearings conducted pursuant to the provisions of the Act.

[1] See definition of "economic poison" and related terms contained in section 2 of the Act (7 U.S.C. 135b) and section 362.2 of the regulations for the enforcement of the Act (7 CFR 362.2).

§ 364.4 Submission of a determination respecting an economic poison to an advisory committee, and institution of a hearing regarding the application for registration or cancellation or suspension of an economic poison under the Act.

(a) *Applications for registration of an economic poison under the Act.* Whenever the Director shall determine, in connection with an application for registration of an economic poison under the Act, that it does not appear that the article is such as to warrant the proposed claims for it or if the article and its labeling and other material required to be submitted do not comply with the provisions of the Act, the Director shall notify the applicant of the manner in which the article, labeling, or other material required to be submitted fail to comply with the Act and the applicant shall have an opportunity to make the necessary corrections. If the applicant does not make the corrections, the Director will refuse to register the article: *Provided, however,* That an applicant may, within 30 days after service of notice of refusal to register and the reasons therefor:

(1) File a petition with the Hearing Clerk requesting that the matter be referred to an advisory committee, or

(2) File objections with the Hearing Clerk to the determination of the Director and request a public hearing respecting the matter.

(b) *Cancellation of the registration of an economic poison under the Act.* The Director may cancel the registration of an economic poison whenever it does not appear that the article or its labeling or other material required to be submitted complies with the provisions of the Act. Whenever the Director determines that a registration of an economic poison should be canceled, he will notify the registrant of his action and state the reasons therefor. A cancellation of registration shall be effective 30 days after service of the cancellation notice on the registrant, unless within such time the registrant:

(1) Makes the necessary corrections;

(2) Files a petition with the Hearing Clerk requesting that the matter be referred to an advisory committee; or

(3) Files objections with the Hearing Clerk and requests a public hearing.

(c) *Suspension of the registration of an economic poison under the Act.* Whenever the Director finds that such action is necessary to prevent an imminent hazard to the public, he may, by order, suspend the registration of the economic poison immediately. In such event, the Director will give the registrant notice of the action and the registrant shall have the opportunity to have the matter submitted to an advisory committee and shall have the opportunity for an expedited hearing regarding the matter.

(d) *Procedure available if there is an adverse order after referral to an advisory committee.* If a matter regarding the registration of an economic poison has been referred to an advisory committee and thereafter the Administrator makes a determination and issues an order that is adverse to the applicant or registrant, the applicant or the registrant may, within 60 days from the date of the order of the Administrator, file objections thereto with the Hearing Clerk and request a public hearing regarding the matter.

(e) *Referral to an advisory committee at the request of the Administrator.* The Administrator may, on his own initative and when in his opinion it is desirable to have an independent evaluation respecting the merits of the registration of any economic poison, refer the matter to an advisory committee. In such event, the Administrator shall give the applicant or the registrant notice of the submission of the matter to the advisory committee.

Subpart B—Rules Governing the Appointment, Compensation, and Proceedings of an Advisory Committee

§ 364.10 Appointment of advisory committee.

(a) *Qualifications of experts.* Whenever a petition for an advisory committee is filed or the Administrator otherwise deems such referral desirable, the Administrator shall request the National Academy of Sciences, National Research Council, to select qualified experts, including at least one representative from a land-grant college, willing to serve on the advisory committee. All such experts shall have had sufficient training and experience in toxicology, pharmacology, bacteriology, chemistry, entomology, plant pathology and physiology, human pathology and physiology, or other appropriate science to evaluate the safety or efficacy of economic poisons. The Administrator will request the National Academy of Sciences, when it furnishes the names of such experts, to supply a biographical sketch showing the background of their experience and their connection, if any, with academic and commercial institutions.

(b) *Number of experts.* The Administrator shall designate the number and names of experts to serve on the advisory committee, and each such committee shall have at least one expert who is a representative from a land-grant college. The Administrator shall appoint one member of the committee as chairman, and the chairman shall be the spokesman of the committee for receiving and forwarding reports and other functions of the committee.

(c) *Compensation for experts.* The Administrator shall appoint the experts so selected and fix their compensation at not to exceed the maximum permitted by other authority per day for each day or part thereof spent in committee meetings, plus necessary traveling and subsistence expenses while the experts are serving away from their places of residence. Subsistence expenses shall not exceed the maximum per diem permitted by this Department.

§ 364.11 Procedure for advisory committee.

(a) *Submission of information to advisory committee.* The Administrator shall submit to the chairman of the committee the petition and such other relevant information as he may have available with respect to registration of the product. When the Administrator submits a matter to an advisory committee he shall inform the applicant or the registrant and shall furnish him with copies of the material that is furnished to the committee. The chairman shall acknowledge receipt of the information and readiness of the committee to act. A copy of this acknowledgment shall be forwarded to the applicant or registrant by the chairman of the committee.

(b) *Advisory committee meetings.* A secretariat to advisory committees will be established by the Administrator. The secretariat shall furnish members of the committee with copies of the petition and any data received by the chairman. If the chairman of the committee believes that a meeting of the committee is necessary before making a recommendation, he shall so advise the Administrator and the petitioner. Such meeting shall be held in Washington, D.C., or such other place as the Administrator may designate. The Administrator shall furnish a suitable meeting place for the committee. If a meeting is held, the secretariat shall keep the minutes and provide clerical assistance.

(c) *Report of the advisory committee.* As soon as practicable, but not later than 60 days after the date on which the information referred to in paragraph (a) of this section has been submitted to the committee (unless the time has been extended as provided in paragraph (d) of this section), the chairman shall certify to the Administrator the report of the committee, including any minority report. The report shall include a recommendation as to the registration of the article and a statement of the reasons or basis for the recommendation, together with copies of all relevant data or material considered by the committee, except that in the case of scientific literature readily available in scientific libraries, proper reference may be made to it instead of furnishing actual copies. The report of the advisory committee shall be available for inspection by any interested person after the Administrator's order with respect to registration of the product is issued.

(d) *Extension of time for advisory committee report.* If at any time within the 60-day period referred to in paragraph (c) of this section the chairman believes that the advisory committee needs more time, he shall so inform the Administrator in writing, in which case the Administrator may extend said time not to exceed 60 additional days. Notification of any such extension of time will be sent to the applicant or registrant by the Administrator.

(e) *Assessment of costs of submission to an advisory committee.* (1) In the event that an applicant or a registrant requests that a matter concerning the registration of an economic poison be referred to an advisory committee, the costs of such referral shall be borne by the applicant or the registrant unless the committee shall recommend in favor of the applicant or the registrant.

(2) Costs of the advisory committee shall include compensation for experts as provided in § 364.10(c) and the expenses of the secretariat, including the costs of duplicating petitions and other related material referred to the committee.

(3) An advance deposit shall be made in the amount of $2,500 to cover the costs. Further advance deposits of $2,500 each shall be made upon request of the Administrator when necessary to prevent arrears in the payment of such costs. Any deposits in excess of actual expenses will be refunded to the depositor.

(4) All deposits and fees required by the regulations in this part shall be paid by money order, bank draft, or certified check drawn to the order of the Agricultural Research Service, U.S. Department of Agriculture, Washington, D.C. 20250, whereupon after making appropriate record thereof they will be transmitted to the Treasurer of the United States, for deposit to the proper account.

(5) The Administrator may waive or refund such fees in whole or in part when in his judgment such action will be warranted and equitable under the particular circumstances and promote the public interest.

(6) Any person who believes that payment of these fees will work a hardship on him may petition the Administrator to waive or refund the fees.

(f) *Consultation with advisory committee.* The applicant or registrant and representatives of the U.S. Department of Agriculture shall have the right to consult with the advisory committee. Such persons shall notify the chairman of a desire to consult with the committee and, if practicable, make appointments through him. The report of the advisory committee shall show the names of all persons, other than committee members, discussing the petition or referral with the committee or a committee member.

(g) *Confidentiality of data.* All data submitted to an advisory committee shall be considered confidential by such committee: *Provided*, That this provision shall not be construed as prohibiting the use of such data by the Committee in connection with its consultation with the applicant or registrant or representatives of the U.S. Department of Agriculture, and in connection with its report and recommendations to the Secretary.

(h) *Order of the Administrator.* The date of receipt of the advisory committee report and recommendations shall be the date for computing the time for the Administrator to act with respect to registration of the economic poison. Within 90 days of such date, the Administrator shall make his determination and issue an order, with findings of fact, with respect to the registration of the economic poison. The Administrator shall serve a copy of his order on the applicant or the registrant.

(i) *National Academy of Sciences to designate committee member to testify.* The National Academy of Sciences shall designate one of the committee members who will be available to appear and testify at the request of the Administrator, the applicant or registrant, or the Examiner, at a public hearing, if one occurs, with respect to the report and recommendations of the committee, and the Academy shall notify the Administrator of the name of such member: *Provided, however*, That this shall not preclude any other member of the committee from being requested to appear and testify at such hearing.

Subpart C—Rules of Practice Governing Hearings

§ 364.20 Institution of hearing; docket number.

Whenever a document setting forth objections and requesting a public hearing is filed with the Hearing Clerk, the matter shall be docketed and assigned an "I. F. & R." docket number by the Hearing Clerk and thereafter the proceeding shall be referred to by such number.

§ 364.21 Contents of document setting forth objections.

(a) *Concise statement of matters alleged to be unwarranted required.* Any document filed pursuant to § 364.4 containing objections to the refusal of an application for registration of an economic poison or cancellation or suspension of the registration of such a product, shall clearly and concisely set forth such objections and the basis for each objection, including relevant allegations of fact concerning the economic poison under consideration.

(b) *Amendments to objections.* At any time prior to the close of the public hearing, the objections may be amended; but, in the case of an amendment adding new assertions or matters, the hearing shall, on request of the Division, be adjourned for a period not exceeding 15 days.

§ 364.22 Filing copies of notification respecting registration.

After a copy of the document setting forth the objections and requesting a public hearing is served upon the Administrator, the Administrator shall file with the Hearing Clerk a copy of the notice of refusal to register the economic poison involved, or the notice of cancellation or suspension of the registration of such economic poison, which was transmitted to the applicant or the registrant. Such notice shall become a part of the record of the proceeding.

§ 364.23 Answer to objections.

(a) *Filing and Service.* Within 20 days after a copy of the document setting forth the objections and requesting a public hearing is served upon the Administrator, he shall file an answer to the objections.

(b) *Contents of the answer.* The answer shall (1) contain a concise statement of the facts relied upon respecting the notice of refusal to register, or the cancellation or suspension of the registration of an economic poison; and (2) set forth the names of the scientific experts and scientific literature and data considered or consulted when making the determination, and (3) other appropriate reply to any matter raised by the objections.

§ 364.24 Motions and requests.

(a) *General.* All motions and requests shall be in writing and shall be filed with the Hearing Clerk, unless made during the course of a public hearing, in which case they may be stated orally and made a part of the transcript. The Examiner is authorized to rule upon all motions and requests filed or made prior to the filing of his report with the Hearing Clerk as hereinafter provided in § 364.32. The Secretary will rule upon all motions and requests filed after that time.

(b) *Motions.* All motions and requests concerning the sufficiency of the objections must be made within the time allowed for filing an answer. All motions and requests shall state the particular order, ruling or action desired and the grounds therefor.

(c) *Answers to motions and requests.* Within 15 days after service of any written motion or request, or within any longer period fixed by the Secretary or the Examiner, the opposing party shall file an answer to the motion or request or shall be deemed to have no objection to the granting of the relief asked for in the motion or request. Unless specifically permitted by the Secretary or the Examiner, the movant shall have no right to reply to the answer.

(d) *Certification of interlocutory issues to the Secretary.* The submission or certification of any motion, request, or other question to the Secretary prior to the time the Examiner's report is filed with the Hearing Clerk, shall be in the discretion of the Examiner. The Examiner may either rule upon the motion, request, or other question, or certify the matter to the Secretary, but not both. If the Examiner rules on the matter, the propriety of such ruling shall be reviewed by the Secretary only during his consideration in connection with the issuance of a final order.

§ 364.25 Prehearing conference.

In any proceeding in which it appears that a prehearing conference will expedite the hearing, the Examiner, at any time prior to the commencement of the hearing, may order such conference and request the parties or their counsel to consider (1) the simplification of issues; (2) the necessity or desirability of amendments to the pleadings; (3) the possibility of obtaining stipulations of fact and of documents which will avoid unnecessary proof; (4) the limitation of the number of experts and other witnesses; and (5) any other matter that may expedite the hearing or aid in the disposition of the matter. No transcript of such prehearing conference shall be made unless a request therefor by one of the parties is granted by the Examiner in view of the nature of the matters to be considered at the conference and the purposes of the conference; however, in the absence of a transcript, the Examiner shall prepare and file for the record a written summary of the action taken

at such conference, which shall incorporate any written stipulations or agreements made by the parties at or as a result of the conference. If circumstances render a prehearing conference impracticable, the Examiner may request the parties to correspond with him for the purpose of accomplishing any of the objectives set forth in this section. The Examiner shall forward copies of letters and documents sent to him in this connection to the parties as the circumstances require. Correspondence in such negotiations shall not be a part of the record, but the Examiner shall submit a written summary for the record if any action is taken.

§ 364.26 Examiners.

(a) *Assignment.* No Examiner shall be assigned to serve in any hearing under the Act who:

(1) Has any pecuniary interest in any matter or business involved in the proceeding;

(2) Is related within the third degree, by blood or marriage, to any party to the proceeding; or

(3) Has participated in the investigation preceding the institution of the hearing or in the determination of the Secretary respecting the registration of the economic poison or in the preparation of the notice regarding such determination.

(b) *Disqualification of the Examiner.* (1) Any party may, by motion made to the Examiner, request that the Examiner disqualify himself and withdraw from the proceeding. The Examiner may then either rule upon or certify the motion to the Secretary, but not both.

(2) An Examiner shall withdraw from any proceeding in which he deems himself disqualified for any reason.

(c) *Conduct.* The Examiner shall conduct the proceeding in a fair and impartial manner, and shall not consult with any person or party on any fact in issue unless upon notice and opportunity for all parties to participate.

(d) *Powers.* Subject to review by the Secretary, as provided elsewhere in this part, the Examiner shall have power to:

(1) Rule upon motions and requests;

(2) Set the time and place of hearing, adjourn the hearing from time to time, and change the time and place of hearing;

(3) Administer oaths and affirmations and take affidavits;

(4) Examine witnesses;

(5) Rule on objections and admit evidence relevant and material to the issues and exclude other evidence;

(6) Hear oral argument on the facts or on the law; and

(7) Do all acts and take all measures necessary for the maintenance of order at the hearing and for the efficient, fair and impartial conduct of the proceeding.

(e) *Who may act in the absence of the Examiner.* In case of the absence of the Examiner or his inability to act, the powers and duties to be performed by him under this part in connection with a hearing assigned to him may, without abatement of the proceeding unless otherwise directed by the Secretary, be assigned to another Examiner.

§ 364.27 Procedure for a public hearing.

(a) *Time and place of hearing.* After a proceeding has been instituted in accordance with the procedures set forth in this part, the Examiner, giving careful consideration to the convenience of the parties, shall set a time and place for hearing and shall file with the Hearing Clerk a notice stating the time and place of hearing which shall be served upon the parties. If any change in the time or place of hearing is made, the Examiner shall file with the Hearing Clerk a notice of such change, which notice shall be served upon the parties unless the change is made during the course of the public hearing and is made a part of the transcript.

(b) *Appearances*—(1) *Representatives.* Parties may appear in person or by counsel or other representative. Persons who appear as counsel or in a representative capacity must conform to the standards of ethical conduct required of practitioners before the courts of the United States. Whenever the Secretary finds, after notice and opportunity for hearing, that a person, who is acting or has acted as counsel or representative for another person in any proceeding before the Secretary, is unfit to act as such counsel or representative, he will order that such person be precluded from acting as counsel or representative in any proceeding under the Act. The procedure in such case will be governed by the applicable provision of this part.

(2) *Failure to appear.* If any party to the proceeding after being duly notified, fails to appear at the hearing, he shall be deemed to have waived the right to participate in the public hearing in the proceeding. In the event that a party appears at the hearing and no party appears for the opposing side, the party who is present shall have an election whether to present his evidence, in whole or in part, in the form of affidavits or by oral testimony before the Examiner. Failure to appear at a hearing shall not be deemed to be a waiver of the right to be served with the copy of the Examiner's report and to file exceptions and make oral argument before the Secretary with respect thereto, in the manner provided in §§ 364.33 and 364.35.

§ 364.28 Order of proceeding and burden of proof.

At the hearing, the person whose objections raised the issues to be determined shall be, within the meaning of 5 U.S.C. 556(d) (formerly 5 U.S.C. 1006(c)), the proponent of the order sought, and accordingly shall proceed first at the hearing and have the burden of proof.

§ 364.29 Evidence.

(a) *General.* The testimony of witnesses at the hearing shall be upon oath or affirmation and subject to cross-examination. Any witness may, in the discretion of the Examiner, be examined separately and apart from all other witnesses except those who may be parties to the proceeding. The examiner shall admit all relevant and material evidence, except evidence which is unduly repetitious.

(b) *Report of an advisory committee.* If a matter concerning the registration of an economic poison had been submitted to an advisory committee, all reports, recommendations, and underlying data, and reasons certified to the Administrator by the advisory committee shall be made a part of the record of the hearing, if relevant and material, subject to the provisions of 5 U.S.C. § 556(d).

(c) *Testimony of member of advisory committee.* If a matter concerning the registration of an economic poison had been submitted to an advisory committee, the testimony of the member of the advisory committee designated by the National Academy of Sciences to appear and testify at the hearing with respect to the report and recommendations of such committee, shall, if relevant and material, be received on request of the Administrator, the applicant or registrant, or the Examiner: *Provided, however,* That this shall not preclude any other member of the advisory committee from appearing and testifying at the hearing pursuant to such a request.

(d) *Objections.* If a party objects to the admission or rejection of any evidence or the limitation of the scope of any examination or cross-examination, he shall state briefly the grounds for such objection, whereupon an automatic exception will follow if the objection is overruled by the Examiner. The transcript shall not include argument or debate thereon, except as ordered by the Examiner. The ruling of the Examiner on any objection shall be a part of the transcript. Only objections made before the Examiner may be subsequently relied upon in the proceeding.

(e) *Records of the Department.* A true copy of every written entry in the records of the U.S. Department of Agriculture, made by an officer or employee thereof in the course of his official duty and relevant and material to the issues involved in the hearing, shall be admissible as prima facie evidence of the facts stated therein, without the production of such officer or employee.

(f) *Exhibits.* Except where the Examiner finds that the furnishing of copies is impracticable, copies of each exhibit, in addition to the original, shall be filed with the Examiner or the use of the other parties to the proceeding. A true copy of an exhibit may, in the discretion of the Examiner, be substituted for the original.

(g) *Official notice.* Official notice may be taken of the official publications of the U.S. Department of Agriculture and other Federal agencies, of such matters as are judicially noticed in the courts of the United States, and of any other matter of technical or scientific fact of established character: *Provided, however,* That the parties shall be given adequate opportunity to show that such facts are erroneously noticed.

(h) *Offer of proof.* Whenever evidence is excluded from the record, the party offering such evidence may make an offer of proof, which shall be included in the transcript. The offer of proof for excluded oral testimony shall consist of a brief statement describing the nature of the evidence excluded. If the evidence consists of an exhibit, it shall be inserted in the record in toto. In the event the Secretary decides that the Examiner's ruling in excluding the evidence was erroneous and prejudicial, the hearing shall be reopened to permit the taking of such evidence.

§ 364.30 Transcripts.

(a) *Filing and certification.* Oral hearings shall be stenographically reported and transcribed. As soon as practicable after the close of the hearing, the examiner shall certify that the original transcript is a true transcript of the testimony offered or received at the hearing, except in such particulars as he shall specify, and that the exhibits accompanying the transcript are all the exhibits introduced at the hearing, with such exceptions as he shall specify. A copy of such certificate shall be attached to each of the copies of the transcript.

(b) *Ordering copies.* Parties to the proceeding or other persons who desire a copy of the transcript of the hearing may place orders with the reporter who will furnish and deliver such copies directly to the purchaser upon payment therefor at the rate per page provided by the contract between the reporter and purchaser.

§ 364.31 Proposed findings of fact, conclusions, and order.

Within 20 days of the close of the hearing, each party may file with the Hearing Clerk proposed findings of fact, conclusions, and orders, based solely on the record, and a brief in support thereof. A copy of each such document filed by a party shall be served upon the other party or parties by the Hearing Clerk.

§ 364.32 Examiner's report.

The Examiner, within 20 days after the termination of the period allowed to the parties for the filing of proposed findings of fact, conclusions, and orders, and briefs in support thereof, shall prepare on the basis of the record and shall file with the Hearing Clerk, his report, a copy of which shall be served upon each of the parties.

§ 364.33 Exceptions; objections; request for oral argument.

(a) Within 5 days after service of the Examiner's Report, each party may take exception to any matter set forth in such report, and in such case shall file exceptions in writing with the Hearing Clerk, referring to the relevant pages of the transcript, and suggesting corrected findings of fact, conclusions, or order. Within the same period of time, each party may file with the Hearing Clerk a brief statement in writing concerning each of the objections taken to the action of the Examiner at the hearing, as set out in § 364.29, upon which the party wishes to rely, referring where relevant, to the pages of the transcript. A party may file a brief in support of any exceptions or objections which he may file.

(b) A party, if he files exceptions or a statement of objections, shall state in writing whether he desires to make an oral argument thereon before the Secretary; otherwise he shall be deemed to have waived such oral argument.

§ 364.34 Final order.

As soon as practicable after the expiration of the period for filing exceptions, and briefs, or, in case oral argument is had, as soon as practicable thereafter, but not less than 90 days after the completion of the hearing, the Secretary shall issue his final decision and order, including his rulings on any exceptions or objections filed by the parties.

§ 364.35 Argument before the Secretary.

Except where the Secretary determines that argument on additional issues would be helpful, argument whether oral or on brief, shall be limited to the issues raised by the exceptions and statement of objections to action of the Examiner. If the Secretary determines that additional issues should be argued, counsel for the parties shall be given reasonable notice of such determination, so as to permit preparation of adequate argument on all the issues to be argued.

§ 364.36 Ex parte discussion of proceeding.

At no stage of the hearing procedure between its institution and the issuance of the order shall the Secretary discuss ex parte the merits of the proceeding with any person who is connected with the proceeding in an advocative or in an investigative capacity, or with any representative of such person: *Provided, however,* That the Secretary may discuss the merits of the case with such person if all parties to the proceeding, or their representatives, have been given an opportunity to be present. Any memorandum or other communication addressed to the Secretary, during the pendency of the proceeding, and relating to the merits thereof, by or on behalf of any party, shall be regarded as argument made in the proceeding and shall be filed with the Hearing Clerk, who shall serve a copy thereof upon the opposite party to the proceeding, and opportunity will be given the opposite party to file a reply thereto.

§ 364.37 Application for reopening hearings; for rehearing; or reargument of proceeding, or for reconsideration of order.

(a) *Petition requisite*—(1) *Filing; service.* An application for reopening the hearing to take further evidence, or for rehearing or reargument of the proceeding, or for reconsideration of the order, must be made by petition to the Secretary filed with the Hearing Clerk, who shall serve a copy thereof upon the other party or parties to the proceeding. Every such petition must state specifically the grounds relied upon.

(2) *Petitions to reopen hearings.* A petition to reopen a hearing to take further evidence may be filed at any time prior to the issuance of the final order. Every such petition shall state briefly the nature and purpose of the evidence to be adduced, shall show that such evidence is not merely cumulative, and shall set forth a good reason why such evidence was not adduced at the hearing.

(3) *Petitions to rehear or reargue proceedings, or to reconsider orders.* A petition to rehear or reargue the proceeding or to reconsider the order shall be filed within 10 days after the date of service of the order. Every such petition must state specifically the matters claimed to have been erroneously decided and alleged errors must be briefly stated.

§ 364.38 Procedure for disposition of petitions.

Within 7 days following the service of any petition provided for in § 364.37, the other party to the proceeding may file with the Hearing Clerk an answer thereto. As soon as practicable thereafter, the Secretary shall announce his decision whether to grant or to deny the petition. Unless the Secretary shall determine otherwise, operation of the order shall not be stayed pending the decision to grant or to deny the petition. In the event that any such petition is granted by the Secretary, the applicable rules of practice, as set out elsewhere herein, shall be followed. A person filing a petition under this section shall be regarded as the moving party.

§ 364.39 Filing; number of copies.

All documents or papers required or authorized to be filed, except as provided otherwise in the rules in this part, shall be filed with the Hearing Clerk in quadruplicate: *Provided, however,* That where there are more than two parties to the proceeding, a sufficient number of copies shall be filed so as to provide copies for service upon all parties to the proceeding.

§ 364.40 Service; proof of service.

Copies of all documents or papers required or authorized by the rules in this part to be served on any party to a proceeding shall be served by the Hearing Examiner, Hearing Clerk, or by some other employee of the United States. Except as is provided otherwise by the rules in this part, service shall be made either (a) by delivering a copy of the document or paper to the individual to be served or to a member of the partnership to be served or to the president, secretary, or other executive officer or any director of the corporation, organization, or association to be served, or to the attorney or agent of record of such individual, partnership, corporation, organization, or association; (b) by leaving a copy of the document or paper at the principal place of business of such individual, partnership, corporation, organization, or association, or of his or its attorney or agent of record; or (c) by registering or certifying and sending by airmail a copy of the document or paper, addressed to such individual, partnership, corporation, organization, or association, or to his or its attorney

or agent of record, at his or its last known residence or principal place of business. Proof of service hereunder shall be made by the affidavit of the person who actually made the service: *Provided, however,* That if the service is made by registered or certified airmail, proof of service shall be made by the return post office receipt. The affidavit or post office receipt contemplated hereby shall be filed with the Hearing Clerk, and the fact of filing thereof shall be noted on the record of proceeding.

§ 364.41 Computation of time.

Saturdays, Sundays, and holidays shall be included in computing the time allowed for the filing of any document or paper: *Provided, however,* That, when such time expires on a Saturday, Sunday, or legal holiday, such period shall be extended to include the next following business day.

§ 364.42 Extensions of time.

The time for the filing of any document or paper required or authorized to be filed under the rules in this part may be extended by the Examiner (before the Examiner's report is filed), or by the Secretary (after the Examiner's report is filed), if request for such extension of time is made prior to the final date allowed for such filing, and if in the judgment of the Examiner or the Secretary as the case may be after notice to and consideration of the views of the other party, when practicable, there is good reason for the extension. In this connection consideration shall also be given to the fact that, under the provisions of the act (7 U.S.C. 135(b)), the Secretary must issue his order not later than 90 days after the completion of the hearing.

Effective date. The foregoing provisions shall become effective upon publication in the FEDERAL REGISTER.

Done at Washington, D.C., this 26th day of August 1969.

GEORGE W. IRVING, Jr.,
Administrator,
Agricultural Research Service.

[F.R. Doc. 69-10360; Filed, Aug. 28, 1969; 8:48 a.m.]

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

PART 921—FRESH PEACHES GROWN IN DESIGNATED COUNTIES IN WASHINGTON

Expenses and Rate of Assessment

On August 9, 1969, notice of proposed rule making was published in the FEDERAL REGISTER (34 F.R. 12949) regarding proposed expenses and the related rate of assessment for the period April 1, 1969, through March 31, 1970, pursuant to the marketing agreement and Order No. 921 (7 CFR Part 921) regulating the handling of fresh peaches grown in designated counties in Washington. This regulatory program is effective under the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601-674). After consideration of all relevant matters presented, including the proposals set forth in such notice which were submitted by the Washington Fresh Peach Marketing Committee (established pursuant to said marketing agreement and order), is is hereby found and determined that:

§ 921.209 Expenses and rate of assessment.

(a) *Expenses.* Expenses that are reasonable and likely to be incurred by the Washington Fresh Peach Marketing Committee during the period April 1, 1969, through March 31, 1970, will amount to $6,170.

(b) *Rate of assessment.* The rate of assessment for said period, payable by each handler in accordance with § 921.41, is fixed at 1.50 per ton of fresh peaches.

It is hereby further found that good cause exists for not postponing the effective date hereof until 30 days after publication in the FEDERAL REGISTER (5 U.S.C. 553) in that (1) shipments of the current crop of peaches grown in the designated counties in Washington are now being made; (2) the relevant provisions of said marketing agreement and this part require that the rate of assessment herein fixed shall be applicable to all assessable peaches handled during the aforesaid period; and (3) such period began on April 1, 1969, and said rate of assessment will automatically apply to all such peaches beginning with such date.

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

Dated: August 25, 1969.

PAUL A. NICHOLSON,
Deputy Director, Fruit and Vegetable Division, Consumer and Marketing Service.

[F.R. Doc. 69-10335; Filed, Aug. 28, 1969; 8:46 a.m.]

PART 923—SWEET CHERRIES GROWN IN DESIGNATED COUNTIES IN WASHINGTON

Expenses and Rate of Assessment

On August 7, 1969, notice of proposed rule making was published in the FEDERAL REGISTER (34 F.R. 12833) regarding proposed expenses and the related rate of assessment for the period April 1, 1969, through March 31, 1970, pursuant to the marketing agreement and Order No. 923 (7 CFR Part 923) regulating the handling of sweet cherries grown in designated counties in Washington. This regulatory program is effective under the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601-674). After consideration of all relevant matters presented, including the proposals set forth in such notice which were submitted by the Washington Cherry Marketing Committee (established pursuant to said marketing agreement and order), it is hereby found and determined that:

§ 923.209 Expenses and rate of assessment.

(a) *Expenses.* Expenses that are reasonable and likely to be incurred by the Washington Cherry Marketing Committee during the period April 1, 1969, through March 31, 1970, will amount to $12,180.

(b) *Rate of assessment.* The rate of assessment for said period, payable by each handler in accordance with § 923.41, is fixed at $0.90 per ton of sweet cherries.

It is hereby further found that good cause exists for not postponing the effective date hereof until 30 days after publication in the FEDERAL REGISTER (5 U.S.C. 553) in that (1) shipments of the current crop of sweet cherries grown in the designated counties in Washington are now being made; (2) the relevant provisions of said marketing agreement and this part require that the rate of assessment herein fixed shall be applicable to all assessable cherries handled during the aforesaid period; and (3) such period began on April 1, 1969, and said rate of assessment will automatically apply to all such cherries beginning with such date.

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

Dated: August 25, 1969.

PAUL A. NICHOLSON,
Deputy Director, Fruit and Vegetable Division, Consumer and Marketing Service.

[F.R. Doc. 69-10334; Filed, Aug. 28, 1969; 8:46 a.m.]

Chapter XIV—Commodity Credit Corporation, Department of Agriculture

SUBCHAPTER B—LOANS, PURCHASES, AND OTHER OPERATIONS

PART 1421—GRAINS AND SIMILARLY HANDLED COMMODITIES

Subpart—Provisions for Participation of Financial Institutions in Pools of CCC Price Support Loans on Certain Commodities

Subpart—Provisions for Participation of Commercial Banks in Pools of CCC Price Support Loans on Certain Commodities

REVOCATION OF SECTIONS

Sections 1421.3801-1421.3811 of Subpart—Provisions for Participation of Financial Institution in Pools of CCC Price Support Loans on Certain Commodities are revoked. Section 1421.3821-1421.3830 of Subpart—Provisions for Participation of Commercial Banks in Pools of CCC Price Support Loans on Certain Commodities are revoked.

(Secs. 4 and 5, 62 Stat. 1070-1072, as amended; 15 U.S.C. 714b, 714c)

Effective date. On publication in the FEDERAL REGISTER.

Signed at Washington, D.C., on August 25, 1969.

KENNETH E. FRICK,
Executive Vice President,
Commodity Credit Corporation.

[F.R. Doc. 69-10338; Filed, Aug. 28, 1969; 8:47 a.m.]

[Cotton Loan Program Regulations, Amdt. 3]

PART 1427—COTTON

Subpart—Cotton Loan Program Regulations

MISCELLANEOUS AMENDMENTS

The regulations issued by the Commodity Credit Corporation published in 33 F.R. 8802 as Cotton Loan Program Regulations and containing the terms and conditions with respect to the Cotton Loan Program, as amended, are hereby further amended as follows:

1. Section 1427.1352 is amended to renumber paragraph (i) as paragraph (j) and to include a new definition subparagraph (i) entitled "Financial institution." The new and renumbered subparagraphs read as follows:

§ 1427.1352 Definitions.

* * * * *

(i) *Financial institution.* The term "financial institution" shall mean (1) a bank in the United States which accepts demand deposits, (2) an association organized pursuant to State law and supervised by State banking authorities, or (3) a production credit association.

(j) *Other definitions.* "False-packed," "water-packed," "mixed-packed," "reginned," and "repacked" cotton shall each have the same meaning as the definition of such term contained in the regulations in Chapter I, Part 28, § § 28.1–28.184 (Regulations of the Department of Agriculture under the U.S. Cotton Standards Act) of this title and any amendment thereto.

2. Paragraph (a)(2) of § 1427.1354 is amended to delete listing of counties where extra long staple cotton is grown and to refer to the counties listed in the acreage allotment regulations for such cotton. The amended paragraph (a)(2) reads as follows:

§ 1427.1354 Availability of loans.

(a) * * *

(2) Eligible extra long staple cotton produced in counties listed in Part 722 of this title and any amendments thereto and stored at CCC approved warehouses.

* * * * *

3. Paragraph (c) of § 1427.1359 is amended to delete the requirement that bale loan amounts be rounded to the nearest whole dollar. The amended paragraph (c) reads as follows:

§ 1427.1359 Weight, loan rate, and amount.

* * * * *

(c) *Amount.* The amount due the producer will be determined by multiplying the weight of each bale, as determined under paragraph (a) of this section by the applicable loan rate, as determined under paragraph (b) of this section, and subtracting any unpaid warehouse receiving charge, as provided in § 1427.1369. After a loan is made, CCC will not increase the amount of the loan due to any subsequent redetermination of the weight or quality of the cotton.

4. Section 1427.1362 is amended to provide that a loan service charge shall be collected for each loan disbursed. The amended section reads as follows:

§ 1427.1362 Service charges.

A producer shall pay a service charge to CCC for each loan disbursed at the rate of $1 per loan plus 15 cents for each bale thereon: *Provided, however,* That for a loan for which the loan documents are prepared by a loan clerk and the Forms A–1 are prepared in a manner which does not require retyping by CCC for machine scanning, the fee shall be $1 plus 5 cents for each bale thereon. The service charge to be paid to CCC by the producer shall be in addition to any clerk fee paid to a loan clerk as authorized in § 1427.1363. The service charge is not refundable.

5. Section 1427.1363 is amended to delete the reference to county offices, and to provide that if the loan clerk prepares Forms A–1 in a manner which does not require retyping by CCC for machine scanning, the loan clerk is authorized to collect from producers an additional 10 cents per bale loan clerk fee. The amended section reads as follows:

§ 1427.1363 Clerk fees.

Loan clerks may collect fees from producers for preparing loan documents not to exceed the fees shown in the following schedule: *Provided, however,* That if a loan clerk prepares Forms A–1 in a manner which does not require retyping by CCC for machine scanning, the loan clerk may collect fees from producers at the rate of 10 cents per bale in excess of the fees authorized in the following schedule:

Number of bales on note	*Maximum fee allowed*
1	25 cents.
2–6	25 cents plus 15 cents for each bale over 1.
7 and over	$1.00 plus 10 cents for each bale over 6.

6. Section 1427.1370 is amended to provide revised instructions for paying interest to financial institutions for funds invested in the loans and to specify the interest rate to be paid. The amended section reads as follows:

§ 1427.1370 Special procedure where full loan value advanced.

(a) *Purpose.* This special procedure is provided to assist persons or firms which in the course of their regular business of handling cotton for producers have made advances to eligible producers on eligible cotton to be placed under price support loans and desire to obtain credit at a financial institution for the amounts advanced. A financial institution which has made advances to eligible producers on eligible cotton may also obtain reimbursement for the amounts advanced under this procedure.

(b) *Eligible documents.* This special procedure shall apply only to loan documents covering cotton on which a person or firm has advanced to the producers (including payments to prior lienholders and other creditors) the full loan value of the cotton as shown on the Forms A, except for authorized loan clerk fees, the $1 per bale research and promotion fee collected for transmission to the Cotton Board, and CCC loan service charges, and shall apply only if such person or firm is entitled to reimbursement from the proceeds of the loans for the amounts advanced and has been authorized by the producers to deliver the loan documents to the county office for disbursement of the loans.

(c) *Preparation of notes.* The Forms A and A–1 shall be prepared by an approved loan clerk who is the person who made the loan advances or is an employee of the person or firm which made the loan advances and shall show the entire proceeds of the loans, except for CCC loan service charges, for disbursement to (1) the financial institution which is to allow credit to the person or firm which made the loan advances or to such financial institution and such person or firm as joint payees, or (2) the financial institution which made the loan advances to the producers.

(d) *Delivery of notes to county offices.* Each Form A and related documents as required by § 1427.1357 shall be mailed or delivered to the county office which keeps the farm records for the farm on which the cotton was produced. The documents shall be accompanied by Form CCC–825, Transmittal Schedule of Form A Cotton Loans, in original and two copies, numbered serially for each county office by the financial institution. The Form CCC–825 shall show the amounts invested by the financial institution in the loans, which shall be the amounts of the notes minus the amounts of CCC loan service charges shown on the notes. Upon receipt of the loan documents and Form CCC–825, the county office will stamp one copy of the Form CCC–825 to indicate receipt of the documents and return this copy to the financial institution.

(e) *Disbursement of loans.* The county office will review the loan documents prior to disbursement and will return to the financial institution any documents determined not to be acceptable because of errors or ineligibility. The county office will disburse the loans for which loan documents are acceptable by issuance of one draft to the payee indicated on the Forms A and will mail the draft to the address shown for such payee on the Forms A with a copy of Form CCC–825. The Form CCC–825 will show the date of disbursement by the county office and amount of interest earned by the financial institution.

(f) *Investment of funds by the financial institution.* The financial institution shall be deemed to have invested funds in the loans as of the date loan documents acceptable to CCC were delivered to the county office or, if received by

mail, the date of mailing as indicated by postmark or the date of receipt in the county office if no postmark date is shown. Patron postage meter date stamp will not be recognized as a postmark date.

(g) *Basis of computing interest earned.* Interest will be computed on the total amount invested by the financial institution in the loans represented by accepted loan documents from and including the date of investment of funds by the financial institution to, but not including, the date of disbursement by the county office.

(h) *Rate of interest.* Interest will be at the rate of $0.00019 per day for each dollar of invested funds until such rate is increased or decreased by CCC in separate notices published in the FEDERAL REGISTER: *Provided,* That the effective date of any decrease in interest rate shall be at least 15 days after the date of publication of the notice.

(i) *Payment of interest.* Interest earned by the financial institution on the investment in loans disbursed during a month will be paid by the county office after the end of the month.

7. Section 1427.1375 is amended to provide revised instructions for producers to transfer their interest in loan cotton and for redemption of such cotton. The amended section reads as follows:

§ 1427.1375 Transfer of producer's interest in loan cotton.

(a) If a producer desires to sell his equity in upland or extra long staple cotton pledged to CCC as security for a loan, he must use a Form CCC–813, Release of Warehouse Receipts (referred to in this subpart as "Form 813"), for this purpose. Blank copies of this form may be obtained from county offices. Information required to complete Form 813 is contained on the producer's copies of Forms A and A–1. If the producer's copies of Forms A and A–1 have been lost or destroyed, he may obtain duplicates from the county office maintaining custody of the loan documents. A producer may execute a contract of sale of his equity in loan cotton in which he agrees to transfer his equity in the cotton for a specified price at a specified date or any earlier date specified by the buyer. The date specified for execution of the producer's equity transfer on Form 813 shall not be later than May 31 following the calendar year in which the cotton is grown. The contract of sale of the producer's equity in loan cotton must be executed after the cotton has been tendered for loan. All or part of the equity purchase price stipulated in the contract may be paid to the producer at the time the contract is executed. A Form 813 executed by a producer pursuant to a contract of sale of his equity in the cotton not conforming to these requirements will be void. If the purchaser of a producer's equity in loan cotton, or his transferee, fails to comply with the terms of such contracts of sale of loan equities, or accepts from producers undated Forms 813, or commits other acts of misconduct under the program showing a serious lack of business integrity or business honesty, he may be suspended or debarred from contracting with CCC and from otherwise participating in programs administered or financed by CCC. An equity purchaser must have executed the "Certificate of Purchaser" on each Form 813 which is submitted. If the equity purchaser does not transfer to another his interest in the cotton, he must also execute the "Redemption Request on Form 813" and deliver the form to the county office maintaining custody of the loan documents within 30 days after the date the producer executes the "Producer's Equity Transfer Agreement" on the form or the equity transfer will be void. If the equity purchaser transfers to another his interest in the cotton covered by the Form 813, the transferee must execute the "Transferee's Redemption Request" on the form and deliver the form to the county office maintaining custody of the loan documents within 30 days after the date the producer executes the "Producer's Equity Transfer Agreement" on the form or the equity transfer will be void. The warehouse receipts (and the classification memorandums, if requested) covering the bales of cotton being redeemed from the loan will be delivered to the equity purchaser or his transferee upon payment of the loan, interest, and charges within 5 business days after the Form 813 is delivered to the county office, or, if the equity purchaser or transferee requests that the warehouse receipts (and classification memorandums, if applicable) be forwarded to a bank for payment, upon payment of the loan, interest and charges within 5 business days after the receipts are received by such bank. Repayments will not be accepted after CCC acquires the cotton. All charges assessed by the bank to which the warehouse receipts are sent must be paid by the person redeeming the cotton. If payment is not effected within the applicable 5-business-day period and prior to the time at which the loan matures and CCC acquires the cotton, whichever is earlier, the equity transfer will be void.

(b) A producer who desires to appoint an attorney-in-fact to act in his place and stead in selling his equity in loan cotton shall use Form 211, except that a power of attorney on another form will be accepted if it is determined by CCC to be legally sufficient and if the producer is unable to execute Form 211. The original or facsimile of the power of attorney or a copy certified by a notary public as a true and correct copy must be filed with the county office which has custody of the loan documents. If the attorney-in-fact desires to act under the power of attorney, he must execute and file with the county office which has custody of the loan documents an Agreement of Attorney-in-Fact, Form CCC–815 (referred to in this subpart as "Form 815") covering such crop. A Form 813 executed by an attorney-in-fact shall be void and will not be recognized by CCC if the attorney-in-fact does not file the required Form 815. The attorney-in-fact shall not make any purchases of producers' equities in cotton covered by the power of attorney for his own account or as agent for others, shall not sell equities in loan cotton to any person by whom he is employed or who has the right to control or direct his sale of equities, and shall not adopt any other scheme or device to circumvent the intent of these regulations or Form 815. If the attorney-in-fact holds powers of attorney from more than one producer, he may not pool their cotton or the sales proceeds therefrom nor make settlement with such producers on a pool basis upon sale of the cotton and will make an accounting to each producer for the sales proceeds of each bale of the producer's cotton for which he transfers the producer's equity unless he has a valid marketing agreement with such producers authorizing him to pool the cotton or the sales proceeds therefrom.

8. Section 1427.1376 is amended to provide revised instructions for attorneys-in-fact acting for producers under powers of attorney in redeeming loan cotton. The amended section reads as follows:

§ 1427.1376 Repayment of loan by producer.

(a) If a producer desires to redeem one or more bales of cotton pledged to CCC as security for a loan, he may receive the warehouse receipts (and the classification memorandums applicable to such cotton, if requested) upon payment of the loan, interest, and charges applicable to the bales of cotton being redeemed at the county office which has custody of the loan documents. He may also request that the warehouse receipts and classification memorandums) be forwarded to a bank for payment, in which case the amount of the loan, interest, and charges must be paid to the bank within 5 business days after the receipts are received by the bank. Repayments will not be accepted after CCC acquires the cotton. All charges assessed by the bank to which the receipts are sent must be paid by the producer. If the producer's copies of Forms A and A–1 have been lost or destroyed, he may obtain duplicates from the county office which has custody of the loan documents.

(b) A producer who desires to appoint an attorney-in-fact to act in his place and stead to redeem his loan cotton shall use Form 211, except that a power of attorney on another form will be accepted if it is determined by CCC to be legally sufficient and if the producer is unable to execute Form 211. The original or facsimile of the power of attorney or a copy certified by a notary public as a true and correct copy must be filed with the county office which has custody of the loan documents. The attorney-in-fact must execute and file with

the county office which has custody of the loan documents a Form 815 as provided in § 1427.1375, and the attorney-in-fact will not be allowed to redeem cotton pursuant to the power of attorney if he does not file the required Form 815. The attorney-in-fact shall not make any purchases of cotton covered by the power of attorney for his own account or as agent for others, shall not sell redeemed cotton to any person by whom he is employed or who has the right to control or direct his sale of redeemed cotton, and shall not adopt any other scheme or device to circumvent the intent of these regulations or Form 815. If the attorney-in-fact holds powers of attorney from more than one producer, he may not pool their loan cotton which he redeems or the proceeds therefrom nor make settlement with such producers on a pool basis upon sale of the cotton and will make an accounting to each producer for the sales proceeds of each bale of the producer's cotton which he redeems and sells unless he has a valid annual marketing agreement with such producers authorizing him to pool the cotton or the sales proceeds therefrom.

9. Section 1427.1378 is amended to provide that liquidated damages will not be assessed on ineligible cotton pledged to CCC for loans if it is determined by CCC that the borrower did not have knowledge of the ineligibility or followed a procedure which could reasonably be expected to prevent the tender of ineligible cotton to CCC.

§ 1427.1378 **Failure to comply.**

The obtaining of loans by producers on cotton which is not eligible for tender to CCC for loans will cause serious and substantial program damages to CCC, such as damage to its cotton price support program and the incurring of certain administrative and other special costs, in addition to any loss to CCC in disposing of the ineligible cotton. Inasmuch as it would be difficult, if not impossible, to prove the exact amount of such program damages, a producer obtaining a loan on cotton under this subpart shall pay to CCC as liquidated damages an amount equal to $5 for each bale of such cotton which (1) is not eligible cotton as defined in section 1427.1356 or (2) is cotton which is subject to a lien (except the warehouseman's lien for those charges which are authorized in the storage agreement with CCC). By obtaining such loans, the borrower agrees with CCC that such amounts are reasonable estimates of the probable actual damages that would be incurred by CCC. Such amounts shall be paid to CCC promptly upon demand. Also, the borrower shall redeem such cotton upon demand by CCC; and, upon his failure to redeem such cotton, whether or not demand for redemption is made by CCC, shall be liable for any deficiency on the loan arising from sale of such cotton. Notwithstanding the foregoing provisions of this section, if it is determined by CCC that the borrower did not have knowledge of the ineligibility of the cotton or followed a procedure which could reasonably be expected to prevent the tender of ineligible cotton to CCC, liquidated damages shall not be payable to CCC and, if the cotton is made eligible for loan within 30 days from the date notification that the cotton is ineligible is given to the borrower by CCC, the cotton need not be redeemed.

(Secs. 4, 5, 62 Stat. 1070, as amended; secs. 101, 103, 401, 63 Stat. 1051, as amended; 15 U.S.C. 714 b and c; 7 U.S.C. 1441, 1444, 1421)

Effective date. This amendment is effective for all loans made on 1969 and subsequent crop cotton.

Signed at Washington, D.C., on August 25, 1969.

KENNETH E. FRICK,
Executive Vice President,
Commodity Credit Corporation.

[F.R. Doc. 69-10356; Filed, Aug. 28, 1969; 8:48 a.m.]

PART 1427—COTTON

Subpart—Provisions for Participation of Commercial Banks in Pools of CCC Price Support Loans on Cotton

Subpart—Participation of Financial Institutions in Cotton Loan Pools

REVOCATION OF SECTIONS

Sections 1427.1235–1427.1243 of Subpart—Provisions for Participation of Commercial Banks in Pools of CCC Price Support Loans on Cotton are revoked. Sections 1427.2235–1427.2243 of Subpart—Participation of Financial Institutions in Cotton Loan Pools are revoked.

(Secs. 4 and 5, 62 Stat. 1070–1072, as amended; 15 U.S.C. 714b, 714c)

Effective date: On publication in the FEDERAL REGISTER.

Signed at Washington, D.C., on August 25, 1969.

KENNETH E. FRICK,
Executive Vice President,
Commodity Credit Corporation.

[F.R. Doc. 69-10336; Filed, Aug. 28, 1969; 8:47 a.m.]

[Amdt. 2]

PART 1479—CERTIFICATES OF INTEREST IN COMMODITY CREDIT CORPORATION PRICE-SUPPORT LOANS

Subpart B—Participation of Financial Institutions in a Pool of Price-Support Loans

The regulations in Subpart B, Part 1479, containing the terms and conditions governing participation by financial institutions in the financing of price-support loans placed in a continuing pool, published in the FEDERAL REGISTER of July 17, 1968 (33 F.R. 10184), and amended on February 27, 1969 (34 F.R. 2651), are further amended to discontinue participation by financial institutions by reason of making advances to eligible producers on eligible cotton, or allowing credit to others who make such advances, pursuant to the Cotton Loan Program Regulations, for the 1969 and subsequent cotton crop years, as follows:

Section 1479.29 *Participation by making loan advances or allowing credit for loan advances on cotton* is revoked. Such revocation shall not affect the obligations of CCC or of financial institutions under the regulations in this Subpart B, including section 1479.29, with respect to loan advances to cotton producers, or credit allowed to other persons or firms which made advances to cotton producers, for the 1968 and prior crop years.

(Secs. 4 and 5, 62 Stat. 1070–1072, as amended; 15 U.S.C. 714b, 714c)

Effective date: On publication in the FEDERAL REGISTER.

Signed at Washington, D.C., on August 25, 1969.

KENNETH E. FRICK,
Executive Vice President,
Commodity Credit Corporation.

[F.R. Doc. 69-10337; Filed, Aug. 28, 1969; 8:47 a.m.]

Title 5—ADMINISTRATIVE PERSONNEL

Chapter I—Civil Service Commission

PART 213—EXCEPTED SERVICE

President's Committee on Consumer Interests

Section 213.3371 is amended to show that one position of Director for Legislative Affairs is excepted under Schedule C. Effective on publication in the FEDERAL REGISTER, paragraph (e) is added to § 213.3371 as set out below.

§ 213.3371 **President's Committee on Consumer Interests.**

* * * * *

(e) One Director for Legislative Affairs.

(5 U.S.C. 3301, 3302, E.O. 10577; 3 CFR 1954–1958 Comp., p. 218)

UNITED STATES CIVIL SERVICE COMMISSION,
[SEAL] JAMES C. SPRY,
Executive Assistant to the Commissioners.

[F.R. Doc. 69-10340; Filed, Aug. 28, 1969; 8:47 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 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.

PART 1—GENERAL PROVISIONS

1. Section 1.201–14 is revised; new paragraph (c) is added to § 1.302–6; paragraphs (a) and (b) in § 1.310 are revised; and in § 1.701–1(a)(2), subdivisions (i) and (iv) are revised, as follows:

§ 1.201–14 Procuring activity.

This term includes for the Army: Directorate of Procurement and Production, Headquarters, U.S. Army Materiel Command; the U.S. Army Munitions Command; the U.S. Army Missile Command; the U.S. Army Electronics Command; the U.S. Army Mobility Equipment Command; the U.S. Army Tank-Automotive Command; the U.S. Army Aviation Systems Command; the U.S. Army Weapons Command; the U.S. Army Test and Evaluation Command; U.S. Continental Army Command and its subordinate commands consisting of Zone of Interior Armies and Military District of Washington, U.S. Army; U.S. Army, Alaska; U.S. Forces Southern Command, U.S. Army; U.S. Theater Army Support Command, Europe; U.S. Army, Pacific; National Guard Bureau; Office of the Chief of Engineers; Strategic Communications Command; Office of the Chief of Support Services; Office of The Surgeon General; U.S. Army Security Agency; Military Traffic Management and Terminal Service; and the Navy: Each Bureau, the Naval Material Command, the Office of the Deputy Chief of Naval Material (Procurement), the Naval Air Systems Command, the Naval Electronic Systems Command, the Naval Facilities Engineering Command, the Naval Ordnance Systems Command, the Naval Ship Systems Command, the Naval Supply Systems Command, the Office of Naval Research, the Navy Aviation Supply Office, the Military Sea Transportation Service, and the U.S. Marine Corps; for the Air Force: Hq., USAF (AFSPP); the Air Force Logistics Command; the Air Force Systems Command; the Strategic Air Command; the Tactical Air Command; the Aerospace Defense Command; the Military Airlift Command; the Air Training Command; the Pacific Air Forces, the U.S. Air Forces in Europe; the Alaskan Air Command; for the Defense Supply Agency: the Office of the Deputy Director for Contract Administration Services; the Office of the Executive Director, Procurement and Production; the Defense Supply Centers; and the Defense Personnel Support Center; for the Defense Communications Agency: The Headquarters, Defense Communications Agency; the Defense Commercial Communications Office; and the Defense Commercial Communications Office, Pacific; for the Defense Atomic Support Agency: Headquarters, Defense Atomic Support Agency. It also includes any other procuring activity hereafter established. The number and designation of particular procuring activities of any Military Department may be changed by directive of the Secretary.

§ 1.302–6 Contracts between the Government and its employees or business organizations substantially owned or controlled by Government employees.

* * * * *

(c) Nothing in paragraph (a) of this section shall authorize a "Personal Services" contract in violation of § 22–102 of this chapter.

§ 1.310 Liquidated damages.

(a) This section applies to procurement by formal advertising and procurement by negotiation. Liquidated damages provisions may be used when both (1) the time of delivery or performance is such an important factor that the Government may reasonably expect to suffer damages if the delivery or performance is delinquent, and (2) the extent or amount of such damages would be difficult or impossible of ascertainment or proof. When a liquidated damages provision is to be used in a supply or service contract, insert the provision in § 7.105–5 of this chapter in accordance with the instructions thereof. Liquidated damage provisions for construction contracts are covered by §§ 18.113, 7.603–39, and 8.709 of this chapter.

(b) When a liquidated damages clause is used, the contract shall set forth the amount which is to be assessed against the contractor for each calendar day of delay. The rate of assessment of liquidated damages must be reasonably considered in the light of procurement requirements on a case-by-case basis, since liquidated damages fixed without reference to probable actual damages may be held to be a penalty and therefore unenforceable. If appropriate to reflect the probable damages, considering that the Government can terminate for default or take other appropriate action, the rate of assessment of liquidated damages may be in two or more increments which provide a declining rate of assessment as the delinquency continues. The contract may also include an overall maximum dollar amount or period of time, or both, during which liquidated damages may be assessed, to assure that the result is not an unreasonable assessment of liquidated damages.

* * * * *

§ 1.701–1 Small business concern.

(a) * * *

(2) * * *

(i) *Construction industries.* For construction, alteration, or repair (including painting and decorating), of buildings, bridges, roads, or other real property, the average annual receipts of the concern and its affiliates for its preceding 3 fiscal years must not exceed $7,500,000. For dredging, the average annual receipts of the concern and its affiliates for its preceding 3 fiscal years must not exceed $5 million.

* * * * *

(iv) *Service industries.* (a) For services not elsewhere defined in this part, the average annual sales or receipts of the concern and its affiliates for the preceding 3 fiscal years must not exceed $1 million.

(b) Any concern bidding on a contract for engineering services (other than marine engineering services), motion picture production, or motion picture services is classified as small if its average annual sales or receipts for its preceding 3 fiscal years do not exceed $5 million.

(c) Any concern bidding on a contract for naval architectural and marine engineering services is classified as small if its average annual sales or receipts for its preceding 3 fiscal years do not exceed $6 million.

(d) Any concern bidding on a contract for janitorial and custodial services is classified as small if its average annual sales or receipts for its preceding 3 fiscal years do not exceed $3 million.

(e) Any concern bidding on a contract for base maintenance is classified as small if its average annual sales or receipts for its preceding 3 fiscal years do not exceed $5 million.

(f) Any concern bidding on contracts for marine cargo handling services is classified as small if its annual sales or receipts do not exceed $5 million for the preceding 3 fiscal years.

(g) Any concern bidding on a contract for food services is classified as small if its average annual sales or receipts for its preceding 3 fiscal years do not exceed $3 million.

(h) Any concern bidding on a contract for laundry or cleaning and dyeing services is classified as small if its average annual sales or receipts for its preceding 3 fiscal years do not exceed $3 million.

(i) Any concern bidding on a contract for computer programing services is classified as small if its average annual sales or receipts for its preceding 3 fiscal years do not exceed $3 million.

(j) Any concern bidding on a contract for flight training services is classified as small if its average annual sales or receipts for its preceding 3 fiscal years do not exceed $5 million.

(k) Any concern bidding on a contract for motorcar rental and leasing services or truck rental and leasing services is classified as small if its average annual sales or receipts for its preceding 3 fiscal years do not exceed $5 million.

(l) Any concern bidding on a contract for tire recapping services is classified as small if its average annual sales or receipts for its preceding 3 fiscal years do not exceed $3 million.

(m) Any concern bidding on a contract for data processing services is classified as small if its average annual sales or receipts for its preceding 3 fiscal years do not exceed $3 million.

(n) Any concern bidding on a contract for computer maintenance services is classified as small if its average annual sales or receipts for its preceding 3 fiscal years do not exceed $5 million.

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2. In § 1.704–3(b), subparagraph (11) is revised and new subparagraph (12) is added; new paragraph (h) is added to § 1.705–4; in § 1.706–5(a), subparagraph (3) is revised; and §§ 7.706–6 (c)(1) and (d)(1) and 1.706–7 are revised, as follows:

§ 1.704–3 Small business specialists.

* * * * *

(b) * * *

(11) He shall through Departmental channels bring to the attention of the Director for Small Business and Economic Utilization Policy possible contracting opportunities or the establishment of new facilities in or near sections of concentrated unemployment or underemployment and of areas of persistent or substantial labor surplus.

(12) He shall make available to SBA copies of solicitations when so requested.

§ 1.705–4 Certificates of competency.

* * * * *

(h) When the contracting officer has questioned only one of the general standards of responsibility (e.g., capacity) of a small business offeror, but the SBA has declined to issue a Certificate of Competency, due to its findings concerning the offeror's capability to perform under a different standard of responsibility (e.g., credit) the responsible SBA office will inform the contracting officer of the basis for its decision. The information furnished by SBA to the contracting officer will generally consist of a copy of the letter sent to the offeror in question explaining why SBA declines to issue a Certificate of Competency. This information will be considered by the contracting officer in making an award of the procurement.

§ 1.706–5 Total set-asides.

(a) * * *

(3) Every proposed procurement of $500,000 or more for construction shall be considered on an individual procurement basis under subparagraph (1) of this paragraph.

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§ 1.706–6 Partial set-asides.

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(c) (1) In advertised procurements involving partial set-asides for small business, each invitation for bids shall contain substantially the following notice. The applicable size standards shall be set forth in the schedule. In negotiated procurements, the notice shall be appropriately modified for use with requests for proposals.

NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (JUNE 1969)

(a) *General.* A portion of this procurement, as identified elsewhere in the Schedule, has been set aside for award only to one or more small business concerns. Negotiations for award of this set-aside portion will be conducted only with responsible small business concerns who have submitted responsive bids on the non-set-aside portion at a unit price within 130 percent of the highest unit price at which an award is made on the non-set-aside portion. (For the purposes of this paragraph (a), such "unit price" in the case of award of the non-set-aside portion to a foreign bidder shall be the evaluated unit price established under applicable Buy American-Balance of Payments procedures.) Negotiations shall be conducted with such small business concerns in the following order of priority:

Group 1. Small business concerns which are also certified-eligible concerns.

Group 2. Small business concerns which are also persistent labor surplus area concerns.

Group 3. Small business concerns which are also substantial labor surplus area concerns.

Group 4. Small business concerns which are not labor surplus area concerns. Within each of the above groups, negotiations with such concerns will be in the order of their bids on the non-set-aside portion, beginning with the lowest responsive bid. The set-aside shall be awarded at the highest unit price awarded on the non-set-aside portion, adjusted to reflect transportation and other cost factors which are considered in evaluating bids on the non-set-aside portion, except where a responsive bid has been submitted on the non-set-aside portion at a unit price which when so adjusted is lower than the adjusted highest unit price awarded on the non-set-aside portion but could not be accepted because of quantity limitations or other consideration (such as the bidder's responsibility). In the latter case if the quantity limitation or other considerations do not preclude consideration of the unit price of such unaccepted bid at the time of negotiation for the set-aside portion, a quantity of the set-aside portion equal to the quantity of such unaccepted bid shall be offered to eligible concerns in their order of priority at the adjusted unit price of such unaccepted bid. If no eligible bidder will take the entire quantity so offered at the adjusted unit price of the unaccepted bid, then all eligible concerns in their order of priority shall be offered any lesser portion at the same price. (In the event more than one such unaccepted bid is involved, the same procedure shall be applied successively to each such bid on negotiation for the set-aside portion.) Subject to the conditions set forth below any remaining quantity of the set-aside portion shall be offered to eligible concerns in their order of priority at the adjusted highest unit price awarded on the non-set-aside portion. If such an unaccepted bid is submitted by a concern eligible to participate in the set-aside, such concern must accept a quantity of the set-aside portion equal to the quantity of the unaccepted bid at the adjusted unit price of the unaccepted bid before any portion of the set-aside may be awarded to that concern at a higher price. If such an unaccepted bid is submitted by a concern not eligible to participate in the set-aside, a quantity of the set aside portion equal to the unaccepted bid must be awarded at the adjusted unit price of such unaccepted bid before any portion of the set-aside is awarded to any eligible concern at a higher price. The Government reserves the right not to consider token bids or other devices designed to secure an unfair advantage over other bidders eligible for the set-aside portion. The partial set-aside of this procurement for small business concerns is based on a determination by the Contracting Officer, alone or in conjunction with a representative of the Small Business Administration, that it is in the interest of maintaining or mobilizing the Nation's full productive capacity, or in the interest of war or national defense programs, or in the interest of assuring that a fair portion of Government procurement is placed with small business concerns.

(b) *Definitions.* (1) A "small business concern" is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is bidding on Government contracts, and can further qualify under the criteria set forth in regulations of the Small Business Administration (Code of Federal Regulations, Title 13, § 121.3–8). In addition to meeting these criteria, a manufacturer or a regular dealer submitting bids or proposals in his own name must agree to furnish in the performance of the contract end items manufactured or produced in the United States, its possessions, or Puerto Rico, by small business concerns: *Provided*, That this additional requirement does not apply in connection with construction or service contracts.

(2) A "labor surplus area" is a geographical area which is:

(i) An appropriate section of a City, State or an Indian Reservation classified by the Secretary of Labor as a "section of concentrated unemployment or underemployment" (Cities and States with classified sections of unemployment or underemployment, as well as eligible Indian Reservations are listed by the Department of Labor in its publication "Area Trends in Employment and Unemployment."); or

(ii) Classified by the Department of Labor as "Area of Persistent Unemployment" (herein referred to as an area of persistent labor surplus) and listed as such by that Department in its publication "Area Trends in Employment and Unemployment;" or

(iii) Classified by the Department of Labor as an "Area of Substantial Unemployment" (herein referred to as an area of substantial labor surplus) and listed as such by that Department in its publication "Area Trends in Employment and Unemployment;" or

(iv) Not classified as in (ii) or (iii) above, but which is individually certified as an area of persistent or substantial unemployment by the Department of Labor at the request of a prospective contractor.

(3) Labor surplus area concern includes certified-eligible concerns, persistent labor surplus area concerns, and substantial labor surplus area concerns, as defined below:

(i) "Certified-eligible concern" means a concern (A) located in or near a section of concentrated unemployment or underemployment which has been certified by the Secretary of Labor in accordance with 29 CFR 8.7(b) with respect to the employment of disadvantaged persons residing within such sections, and (B) which will agree to perform, or cause to be performed, by a certified concern, a substantial proportion of a contract in or near such sections; it includes a concern which, though not so certified; agrees to have a substantial proportion of a contract performed by certified concerns in or near such sections. A concern shall be deemed to perform a substantial proportion of a contract in or near sections of concentrated unemployment or underemployment if the costs that the concern will incur on account of manufacturing or production in

or near such sections (by itself if a certified concern, or by certified concerns acting as first tier subcontractors) amount to more than 25 percent of the contract price.

(ii) "Persistent labor surplus area concern" means a concern that agrees to perform, or cause to be performed, a substantial proportion of a contract in persistent labor surplus areas. A concern shall be deemed to perform a substantial proportion of a contract in persistent labor surplus areas if the costs that will be incurred by the prime or first tier subcontractors on account of manufacturing or production performed in such areas and in or near a section of concentrated unemployment or underemployment by a certified eligible prime or first tier certified subcontractor amount to more than 50 percent of the contract price.

(iii) "Substantial labor surplus area concern" means a concern that agrees to perform, or cause to be performed, a substantial proportion of a contract in substantial labor surplus areas. A concern shall be deemed to perform a substantial proportion of a contract in substantial labor surplus areas if the costs that will be incurred by the prime or first tier subcontractors on account of manufacturing or production performed in substantial and persistent surplus areas and in or near a section of concentrated unemployment or underemployment by himself if certified, or by first tier certified subcontractors amount to more than 50 percent of the contract price.

(4) "Unit price" shall include evaluation factors added for the rent-free use of Government property.

(c) *Identification of Areas of Performance.* Each bidder desiring to be considered for award as a small business labor surplus area concern on the set-aside portion of this procurement shall identify in his bid the geographical areas in which he proposes to perform, or cause to be performed, a substantial proportion of the production of the contract. If the Department of Labor classification of any such area changes after the bidder has submitted his bid, the bidder may change the areas in which he proposes to perform: *Provided*, That he so notifies the Contracting Officer before award of the set-aside portion. Priority for negotiation will be based upon the labor surplus classification of the designated production areas as of the time of the proposed award.

(d) *Agreement.* The bidder agrees that: (i) If awarded a contract as a certified-eligible small business concern under the set-aside portion of this procurement he will perform, or cause to be performed, a substantial proportion of the contract in or near sections of concentrated unemployment or underemployment and, in the performance of such contract or subcontracts, will employ a proportionate number of disadvantaged persons residing within sections of concentrated unemployment or underemployment in accordance with plans approved by the Secretary of Labor; (ii) if awarded a contract as a small business persistent labor surplus area concern under the set-aside portion of this procurement, he will perform, or cause to be performed, a substantial proportion of the contract in areas classified at the time of award, or at the time of performance of the contract, as persistent labor surplus areas or in or near sections of concentrated unemployment or underemployment by himself if certified-eligible prime or first tier certified subcontractors; and (iii) if awarded a contract as a small business substantial labor surplus area concern under the set-aside portion of this procurement, he will perform, or cause to be performed, a substantial proportion of the contract in areas classified at the time of award, or at the time of performance of the contract, as substantial or persistent labor surplus areas or in or near sections of concentrated unemployment or underemployment by himself if certified or by first tier certified subcontractors.

(e) *Eligibility based on certification.* Where eligibility for preference is based upon the status of the bidder as a "certified-eligible concern," the bidder shall furnish with his bid evidence of its certification or its first tier subcontractors' certification by the Secretary of Labor.

* * * * *

(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. Negotiations shall be conducted only 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 130 percent of the highest award made or to be made on the non-set-aside portion, taking into account the evaluation factors for rent-free use of Government property pursuant to Subpart E, Part 13 of this chapter (*Provided, however*, Where the successful bidder which establishes the highest award price on the non-set-aside portion is a foreign bidder, the 120-percent rule shall be applied to the evaluated price on the non-set-aside portion (see § 6.104–4 of this chapter)), and who are determined to be responsible prospective contractors for the set-aside portion of the procurement. Negotiations shall be conducted with small business concerns in the order of priority as 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 procedure of § 2.407–6 of this chapter) shall have first priority with respect to negotiations for the set-aside portion. The set-aside portion will be awarded at the highest unit price awarded or to be awarded for the non-set-aside portion except that where the successful bidder which establishes the highest award price on the non-set-aside portion is a foreign bidder, the award price for the set-aside portion shall be the highest evaluated price (used for the purpose of determining eligibility of the foreign bidder for award) on the non-set-aside portion (see § 6.104–4 of this chapter). A bidder or offeror entitled to receive the award for quantities of an item under the non-set-aside portion and who accepts the award of additional quantities under the set-aside portion shall not be requested to accept a lower price because of the increased quantities of the award, nor shall negotiation be conducted with a view to obtaining such a lower price based solely upon receipt of award of both portions of the procurement. This does not prevent acceptance by the contracting officer of voluntary reductions in price from the low eligible offeror prior to award, acceptance of voluntary refunds (see § 1.312), or the change of prices after award by negotiation of a contract modification.

* * * * *

§ 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). Since a considerable time may have elapsed since the initiation of the requirement, contracting officers, prior to issuing a new solicitation, shall review the required delivery schedule (see § 1.305–2) to insure that it is realistic in the light of all relevant factors including the capabilities of small business concerns.

3. Sections 1.801–1, 1.801–2 (a) and (b), 1.804–2 (b)(1) and (c)(1), 1.805–3, and 1.806–1 are revised to read as follows:

§ 1.801–1 Labor surplus area concern.

This term includes:

(a) Concerns (1) located in or near sections of concentrated unemployment or underemployment which have been certified by the Secretary of Labor in accordance with 29 CFR 8.7(b) with respect to the employment of disadvantaged persons residing within such sections and (2) which will agree to perform, or cause to be performed by certified concerns, a substantial proportion of a contract in or near such sections; it also includes concerns which, though not so certified, agree to have a substantial proportion of a contract performed by certified concerns in or near such sections. Such concerns are herein referred to as "certified-eligible concerns." The term "certified-eligible" is derived from 29 CFR Part 8, which makes a firm eligible for first preference in the award of certain contracts on the basis that such firm agrees to employ disadvantaged persons in performance of a substantial proportion of the contract; and that such employment must be provided by a certified firm, whether such firm be the prime or a first tier subcontractor. A certified-eligible concern shall be deemed to perform a substantial proportion of a contract in or near sections of concentrated unemployment or underemployment if the costs that the concern will incur on account of manufacturing or production in or near such sections (by itself if a certified concern, or by first tier certified concerns acting as subcontractors) amount to more than 25 percent of the contract price.

(b) Persistent labor surplus area concerns which will perform or cause to be performed any contracts awarded to them as labor surplus area concerns substantially in "Areas of Persistent Labor Surplus." A concern shall be deemed to perform a substantial proportion of a contract in persistent labor surplus areas if the costs that will be incurred by the

prime or first tier subcontractors on account of manufacturing or production performed in such areas and in or near a section of concentrated unemployment or underemployment by a certified-eligible prime or first tier certified subcontractors amount to more than 50 percent of the contract price.

(c) Substantial labor surplus area concerns which will perform or cause to be performed any contracts awarded to them as labor surplus area concerns substantially in "Areas of Substantial Labor Surplus." A concern shall be deemed to perform a substantial proportion of a contract in substantial labor surplus areas if the costs that will be incurred by the prime or first tier subcontractors on account of manufacturing or production performed in substantial and persistent labor surplus areas and in or near a section of concentrated unemployment or underemployment by a certified-eligible prime or certified first tier subcontractors amount to more than 50 percent of the contract price.

Example A. John Doe Company, manufacturing in or near a section of concentrated unemployment or underemployment and holding a current Certificate of Eligibility issued by the Secretary of Labor with respect to an agreement to employ disadvantaged persons residing in such section, bids on a contract at $1,000. John Doe Company will incur the following costs:

Direct Labor	$100
Overhead	100
Purchase of materials from NOP Company which manufactures the materials in a section of concentrated unemployed and underemployment and holds a current Certificate of Eligibility issued by the Secretary of Labor	200
Purchase of materials from RST Company, which manufactures the materials in a full employment area	500

John Doe Company qualifies as a labor surplus area concern (certified-eligible concern) since costs to be incurred by John Doe, the certified-eligible prime and its first tier certified subcontractor amount to more than 25 percent of the contract price.

Example B. ABC Company, manufacturing in a full employment area, bids on a contract at $1,000. ABC Company will incur the following costs:

Direct labor	$200
Overhead	200
Purchase of materials from XYZ, which manufactures the materials in a labor surplus area not classified as a section of concentrated unemployment or underemployment	400
Purchase of materials, from NOP Company, which manufactures the materials in a section of concentrated unemployment or underemployment and holds a current Certificate of Eligibility issued by the Secretary of Labor with respect to an agreement to employ disadvantaged persons in such section	110

ABC Company qualifies as a labor surplus area concern since costs to be incurred by its first tier labor surplus area subcontractors amount to more than 50 percent of the contract price.

Example C. DEF Company, manufacturing in a labor surplus area, bids on a contract at $1,000. DEF Company will incur the following costs:

Direct labor	$200
Overhead	200
Purchase of materials from UVW, which is located in a labor surplus area but which merely distributes the materials from stocks on hand (the materials having been manufactured by UVW's supplier)	550

DEF Company does not qualify as a labor surplus area concern regardless of whether UVW's supplier manufactures in a labor surplus area.

Example D. GHI Company, manufacturing in a labor surplus area, bids on a contract at $1,000. GHI Company will incur the following costs:

Direct labor	$230
Overhead	275
Purchase of materials from RST, which manufactures the materials in a full employment area	425

GHI Company qualifies as a labor surplus area concern since it will incur costs in a labor surplus area amounting to more than 50 percent of the contract price.

§ 1.801–2 Labor surplus area.

This term means a geographic area which at the time of award is:

(a) An appropriate section of a City, State, or an Indian Reservation classified by the Secretary of Labor as a "section of concentrated unemployment or underemployment" (Cities and States with classified sections of unemployment or underemployment, as well as eligible Indian Reservations are listed by the Department of Labor in its publication "Area Trends in Employment and Unemployment."); or

(b) Classified by the Department of Labor as an "Area of Persistent Unemployment" (herein referred to as an area of persistent labor surplus) and listed as such by that Department in its publication "Area Trends in Employment and Unemployment," or

* * * * *

§ 1.804–2 Set-aside procedures.

* * * * *

(b) (1) In advertised procurements involving set-asides pursuant to this subpart, each invitation for bids shall contain substantially the following notice. In negotiated procurements, the notice shall be appropriately modified for use with requests for proposals. The notice shall be made a part of each contract under the set-aside portion of the procurement.

NOTICE OF LABOR SURPLUS AREA SET-ASIDE (JUNE 1969)

(a) *General.* A portion of this procurement, as identified elsewhere in the Schedule, has been set aside for award only to one or more labor surplus area concerns, and, to a limited extent, to small business concerns which do not qualify as labor surplus area concerns. Negotiations for award of the set-aside portion will be conducted only with responsible labor surplus area concerns (and small business concerns to the extent indicated below) who have submitted responsive bids or proposals on the non-set-aside portion at a unit price no greater than 130 percent of the highest unit price at which an award is made on the non-set-aside portion. (For the purposes of this paragraph (a), such "unit price" in the case of award of the non-set-aside portion to a foreign bidder shall be the evaluated unit price established under applicable Buy American-Balance of Payments procedures.) Negotiations for the set-aside portion will be conducted with such bidders in the following order of priority:

Group 1. Certified-eligible concerns which are also small business concerns.

Group 2. Other certified-eligible concerns.

Group 3. Persistent labor surplus area concerns which are also small business concerns.

Group 4. Other persistent labor surplus area concerns.

Group 5. Substantial labor surplus area concerns which are also small business concerns.

Group 6. Other substantial labor surplus area concerns.

Group 7. Small business concerns which are not surplus area concerns.

Within each of the above groups, negotiations with such concerns will be in the order of their bids on the non-set-aside portion, beginning with the lowest responsive bid. The set-aside portion shall be awarded at the highest unit price awarded on the non-set-aside portion, adjusted to reflect transportation and other cost factors which are considered in evaluating bids on the non-set-aside portion, except where a responsive bid has been submitted on the non-set-aside portion at a unit price which when so adjusted is lower than the adjusted highest unit price awarded on the non-set-aside portion but could not be accepted because of quantity limitations or other consideration (such as the bidder's responsibility). In the latter case if the quantity limitation or other considerations do not preclude consideration of the unit price of such unaccepted bid at the time of negotiation for the set-aside portion, a quantity of the set-aside portion equal to the quantity of such unaccepted bid shall be offered to eligible concerns in their order of priority at the adjusted unit price of such unaccepted bid. If no eligible bidder will take the entire quantity so offered at the adjusted unit price of the unaccepted bid, then all eligible concerns in their order of priority shall be offered any lesser portion at the same price. (In the event more than one such unaccepted bid is involved, the same procedure shall be applied successively to each bid on negotiation for the set-aside portion.) Subject to the conditions set forth below any remaining quantity of the set-aside portion shall be offered to eligible concerns in their order of priority at the adjusted highest unit price awarded on the non-set-aside portion. If such an unaccepted bid is submitted by a concern eligible to participate in the set-aside, such concern must accept a quantity of the set-aside portion equal to the quantity of the unaccepted bid at the adjusted unit price of the unaccepted bid before any portion of the set-aside may be awarded to that concern at a higher price. If such an unaccepted bid is submitted by a concern not eligible to participate in the set-aside, a quantity of the set-aside portion equal to the quantity of the unaccepted bid must be awarded at the adjusted unit price of such unaccepted bid before any portion of the set-aside is awarded to any eligible concern at a higher price. The Government reserves the right not to consider token bids or other devices designed to secure an unfair advantage over bidders eligible for the set-aside portion.

(b) *Definitions.*

(1) The term "labor surplus area" means a geographical area which is a section of concentrated unemployment or underemployment, a persistent labor surplus area, or a substantial labor surplus area, as defined below:

(i) "Section of concentrated unemployment or underemployment" means appropriate sections of a City, State, or an Indian Reservation so classified by the Secretary of

Labor. (Cities and States with classified sections of unemployment and underemployment, as well as eligible Indian Reservations are listed by the Department of Labor in its publication "Area Trends in Employment and Unemployment.")

(ii) "Persistent labor surplus area" means an area which (A) is classified by the Department of Labor as an "Area of Persistent Labor Surplus" (also called "Area of Persistent Unemployment") and is listed as such by that Department in conjunction with its publication "Area Trends in Employment and Unemployment," or (B) is certified as an area of persistent labor surplus by the Department of Labor pursuant to a request by a prospective Contractor.

(iii) "Substantial labor surplus area" means an area which (A) is classified by the Department of Labor as an "Area of Substantial Labor Surplus" (also called "Area of Substantial Unemployment") and which is listed as such by that Department in conjunction with its publication "Area Trends in Employment and Unemployment," or (B) is certified as an area of substantial labor surplus by the Department of Labor pursuant to a request by a prospective Contractor.

(2) The term "labor surplus area concern" includes certified-eligible concerns, persistent labor surplus area concerns, and substantial labor surplus area concerns, as defined below:

(i) "Certified-eligible concern" means a concern (A) located in or near a section of concentrated unemployment or underemployment which has been certified by the Secretary of Labor in accordance with 29 CFR 8.7(b) with respect to the employment of disadvantaged persons residing within such sections, and (B) which will agree to perform, or cause to be performed by a certified concern, a substantial proportion of a contract in or near such sections; it includes a concern which, though not so certified, agrees to have a substantial proportion of a contract performed by certified concerns in or near such sections. A concern shall be deemed to perform a substantial proportion of a contract in or near sections of concentrated unemployment or underemployment if the costs that the concern will incur on account of manufacturing or production in or near such sections (by itself if a certified concern, or by certified concerns acting as first tier subcontractors) amount to more than 25 percent of the contract price.

(ii) "Persistent labor surplus area concern" means a concern that agrees to perform, or cause to be performed, a substantial proportion of a contract in persistent labor surplus areas. A concern shall be deemed to perform a substantial proportion of a contract in persistent labor surplus areas if the costs that will be incurred by the prime or first tier subcontractors on account of manufacturing or production performed in such areas and in or near a section of concentrated unemployment or underemployment by a certified-eligible prime or first tier certified subcontractors amount to more than 50 percent of the contract price.

(iii) "Substantial labor surplus area concern" means a concern that agrees to perform, or cause to be performed, a substantial proportion of a contract in substantial labor surplus areas. A concern shall be deemed to perform a substantial proportion of a contract in substantial labor surplus areas if the costs that will be incurred by the prime or first tier subcontractors on account of manufacturing or production performed in substantial and persistent labor surplus areas and in or near a section of concentrated unemployment or underemployment by a certified-eligible prime or first tier certified subcontractors amount to more than 50 percent of the contract price.

(3) A "small business concern" is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is bidding on Government contracts, and can further qualify under the criteria set forth in regulations of the Small Business Administration (Code of Federal Regulations, Title 13, section 121.3–8). In addition to meeting these criteria, a manufacturer or a regular dealer submitting bids or proposals in his own name must agree to furnish in the performance of the contract end items manufactured or produced in the United States, its possessions, or Puerto Rico, by small business concerns: *Provided*, That this additional requirement does not apply in connection with construction or service contracts.

(4) "Unit price" shall include evaluation factors added for the rent-free use of Government property.

(c) *Identification of areas of performance.* Each bidder desiring to be considered for award as a labor surplus area concern on the set-aside portion of this procurement shall identify in his bid the geographical areas in which he proposes to perform, or cause to be performed, a substantial proportion of the production of the contract. If the Department of Labor classification of any such areas changes after the bidder has submitted his bid, the bidder may change the areas in which he proposes to perform: *Provided*, That he so notifies the Contracting Officer before award of the set-aside portion. Priority for negotiation will be based upon the labor surplus classification of the designated production areas as of the time of the proposed award.

(d) *Eligibility based on certification.* Where eligibility for preference is based upon the status of the bidder as a "certified-eligible concern," the bidder shall furnish with his bid evidence of its certification or its first tier subcontractors' certification by the Secretary of Labor.

(e) *Agreement.* The bidder agrees that: (i) If awarded a contract as a certified-eligible concern under the set-aside portion of this procurement he will perform, or cause to be performed, a substantial proportion of the contract in or near sections of concentrated unemployment, or underemployment and in the performance of such contract or subcontracts, will employ a proportionate number of disadvantaged persons residing within sections of concentrated unemployment or underemployment in accordance with plans approved by the Secretary of Labor; (ii) if awarded a contract as a persistent labor surplus area concern under the set-aside portion of this procurement, he will perform, or cause to be performed, a substantial proportion of the contract in areas classified at the time of award, or at the time of performance of the contract, as persistent labor surplus areas; or in or near sections of concentrated unemployment or underemployment by himself if certified or by first tier certified subcontractors; and (iii) if awarded a contract as a substantial labor surplus area concern under the set-aside portion of this procurement, he will perform, or cause to be performed, a substantial proportion of the contract in areas classified at the time of award, or at the time of performance of the contract, as substantial or persistent labor surplus areas or in or near sections of concentrated unemployment or underemployment by himself if certified or by first tier certified subcontractors.

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(c) (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. Negotiations shall be conducted only 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 130 percent of the highest award made or to be made on the non-set-aside portion, taking into account the evaluation factors for rent-free use of Government property pursuant to Subpart E, Part 13 of this chapter: *Provided, however*, Where the successful bidder which establishes the highest award price on the non-set-aside portion is a foreign bidder, the 130 percent rule shall be applied to the evaluated price on the non-set-aside portion (see § 6.104–4 of this chapter) 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 except that where the successful bidder which establishes the highest award price on the non-set-aside portion is a foreign bidder, the award price for the set-aside portion shall be the highest evaluated price (used for the purpose of determining eligibility of the foreign bidder for award) on the non-set-aside portion (see § 6.104–4 of this chapter). A bidder or offeror entitled to receive the award for quantities of an item under the non-set-aside portion and who accepts the award of additional quantities under the set-aside portion shall not be requested to accept a lower price because of the increased quantities of the award, nor shall negotiation be conducted with a view to obtaining such a lower price based solely upon receipts of award of both portions of the procurement. This does not prevent acceptance by the contracting officer of voluntary reductions in price prior to award, acceptance of refunds, or the change of prices after award by negotiation of a contract modification. 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). Since a considerable time may have elapsed since the initiation of the requirement, contracting officers, prior to issuing a new solicitation, shall review the required delivery schedule (see § 1.305–2) to insure that it is realistic in the light of all relevant factors including the capabilities of labor surplus concerns.

* * * * *

§ 1.805–3 Required clauses.

(a) The "Utilization of Concerns in Labor Surplus Areas" clause set forth

below shall be inserted in all contracts which may exceed $5,000, except—

(1) Contracts with foreign contractors which, including all subcontracts thereunder, are to be performed entirely outside the United States, its possessions, and Puerto Rico;

(2) Contracts for services which are personal in nature, and

(3) Contracts for construction.

UTILIZATION OF CONCERNS IN LABOR SURPLUS AREAS (JUNE 1969)

It is the policy of the Government to place contracts with concerns which will perform such contracts substantially in or near section of concentrated unemployment or underemployment as a certified-eligible concern or in areas of persistent or substantial labor surplus where this can be done, consistent with the efficient performance of the contract, at prices no higher than are obtainable elsewhere. The Contractor agrees to use his best efforts to place his subcontracts in accordance with this policy. In complying with the foregoing and with paragraph (b) of the clause of this contract entitled "Utilization of Small Business Concerns," the Contractor in placing his subcontracts shall observe the following order of preference: (i) certified concerns which are also small business concerns; (ii) other certified concerns; (iii) persistent labor surplus area concerns which are also small business concerns; (iv) other persistent labor surplus area concerns; (v) substantial labor surplus area concerns which are also small business concerns; (vi) other substantial labor surplus area concerns; and (vii) small business concerns which are not labor surplus area concerns.

(b) The "Labor Surplus Area Subcontracting Program" clause below shall be included in all contracts which may exceed $500,000, but which contain the clause required by paragraph (a) of this section and which, in the opinion of the purchasing activity, offer substantial subcontracting possibilities. Prime contractors who are to be awarded contracts that do not exceed $500,000, which in the opinion of the purchasing activity offer substantial subcontracting possibilities, shall be urged to accept the following clause.

LABOR SURPLUS AREA SUBCONTRACTING PROGRAM (JUNE 1969)

(a) The Contractor agrees to establish and conduct a program which will encourage labor surplus area concerns to compete for subcontracts within their capabilities. In this connection, the Contractor shall—

(1) Designate a liaison officer who will (i) maintain liaison with duly authorized representatives of the Government on labor surplus area matters, (ii) supervise compliance with the "Utilization of Concerns in Labor Surplus Areas" clause, and (iii) administer the Contractor's Labor Surplus Area Subcontracting Program;

(2) Provide adequate and timely consideration of the potentialties of labor surplus area concerns in all "make-or-buy" decisions;

(3) Assure that labor surplus area concerns will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of labor surplus area concerns;

(4) Maintain records showing procedures which have been adopted to comply with the policies set forth in this clause; and

(5) Include the "Utilization of Concerns in Labor Surplus Areas" clause in subcontracts which offer substantial labor surplus area subcontracting opportunities.

(b) For subcontracting purposes, a "labor surplus area concern" is a concern which will perform a substantial proportion of any contract awarded to it (i) in or near "Sections of concentrated unemployment or underemployment" as a certified concern, (ii) in "Areas of Persistent Labor Surplus" or (iii) in "Areas of Substantial Labor Surplus," as designated by the Department of Labor. A certified concern shall be deemed to perform a substantial proportion of a contract in or near sections of concentrated unemployment or underemployment if the costs that the concern will incur on account of manufacturing or production in or near such sections amount to more than 25 percent of the price of such contracts; a concern shall be deemed to perform a substantial proportion of a contract in a persistent or substantial labor surplus area if the costs that the concern will incur on account of manufacturing or production in such area amount to more than 50 percent of the price of such contract.

(c) The Contractor further agrees, with respect to any subcontract hereunder which is in excess of $500,000 and which contains the clause entitled "Utilization of Concerns in Labor Surplus Areas," that he will insert provisions in the subcontract which will conform substantially to the language of this clause, including this paragraph (c), and that he will furnish the names of such subcontractors to the Contracting Officer.

§ 1.806–1 General.

When an entire industry is depressed, the Director of the Office of Emergency Preparedness may, under Defense Manpower Policy No. 4, establish appropriate measures on an industry-wide, rather than on an area, basis. Designations of such industries are made by the Office of Emergency Preparedness and such industries will be given special treatment as specified therein. Section 1.806–2 reflects pertinent requirements of such notification with respect to the petroleum and petroleum products industry. No price differentials will be paid to carry out policies of this notification.

4. Sections 1.901, 1.903–2(b), and 1.904–1 are revised; new § 1.904–4 is added; §§ 1.905–4(b), 1.908–1, 1.908.2, 1.908–3, and 1.908–4 are revised; and new §§ 1.908–5 and 1.908–6 are added, as follows:

§ 1.901 Applicability.

This subpart applies to procurement, advertised or negotiated, from contractors located in the United States, its possessions, or Puerto Rico and shall be applied in other places except where inconsistent with the laws and customs of the place where the prospective contractor is located. It is not applicable to procurement from (a) other governments (but see § 1.904–4), including State and local governments; (b) other U.S. Government departments and agencies, or their instrumentalities (such as Federal Prison Industries, Inc.); or (c) National Industries for the Blind.

§ 1.903–2 Additional standards.

* * * * *

(b) *Standards for Food.* Procurement of food shall be made only from those sources which, in addition to meeting the standards in § 1.903–1, are approved with respect to sanitation in accordance with standards and procedures prescribed in AR 40–657, NAVSUP PUB 395, AFR 163–2, and NAVMC 2573.

§ 1.904–1 Requirement.

Except as otherwise provided in § 1.904–2, no purchase shall be made from, and no contract shall be awarded to, any person or firm unless the contracting officer first makes, signs, and places in the contract file, an affirmative determination that the prospective contractor is responsible within the meaning of § 1.902. The determination of responsibility shall contain a statement justifying the determination. When a certificate of competency has been issued, the affirmative determination need not be made as to the factors covered by the certificate of competency. When a bid or offer on which an award would otherwise be made is rejected because the prospective contractor is found to be nonresponsible, a determination of nonresponsibility shall be made, signed, and placed in the file. The determination of nonresponsibility shall set forth the basis of the determination. In determination of responsibility or nonresponsibility for purchase or contract awards of $100,000 and over, contractor performance evaluation information (see § 1.908, the information to be used is determined by the dollar value and type of effort required) and other performance data should be acquired and considered whenever the contracting officer deems it necessary. Supporting documents or reports, including any preaward survey reports (see § 1.905–4) and SBA certificate of competency (see § 1.705–4), shall be attached to the determination.

§ 1.904–4 Procurements from Canadian sources of supply.

Awards to Canadian sources of supply are subject to this subpart. A Canadian firm proposed by the Canadian Commercial Corporation (CCC) as its subcontractor generally shall be accepted by the contracting officer under the provisions of § 1.906 as the basis for his determination under § 1.904–1. In cases where the firm proposed by CCC is so accepted, preaward survey forms need not be completed. When the CCC proposal is not consistent with other information which may be available to the contracting officer, he shall request from CCC and any other sources whatever additional information or plant surveys he may deem necessary to make the determination of responsibility of sources proposed by CCC. Such additional data may be requested on the preaward survey forms or on any other forms. Upon request, CCC shall be furnished an explanation of the reasons for rejection of its proposed firm.

§ 1.905–4 Preaward surveys.

* * * * *

(b) *Circumstances under which performed.* A preaward survey shall be required when the information available to the purchasing office (including contractor performance information (see § 1.908) when deemed necessary) is not sufficient to enable the contracting

officer to make a determination regarding the responsibility of a prospective contractor (but see paragraph (c) of this section). The contracting officer shall request a preaward survey on Preaward Survey of Prospective Contractor (DD Form 1524) (see F-200.1524) in the detail commensurate with the dollar value and complexity of the procurement. In requesting a preaward survey, the contracting officer shall call to the attention of the contract administration office any factors which should receive special emphasis. The factors selected by the contracting officer shall be applicable to all firms responding to the solicitation and shall be considered in all preaward surveys performed for the same solicitation. In the absence of specific instructions from the purchasing office, the scope of the preaward survey shall be determined by the contract administration office and a normal time frame of 7 working days after receipt of request shall be allowed for conducting the survey and submitting the report, recognizing that in unusual circumstances exception from the normal time frame may be requested.

* * * * *

§ 1.908–1 General.

The purpose of the contractor performance evaluation program is to provide an orderly and uniform method of determining and recording the effectiveness of contractors in meeting their contractual commitments. This procedure will increase the importance to the contractor of satisfying his agreements in regard to cost, schedule and technical performance. The program provides a long-term incentive to contractors by creating within the Government a "memory" of their performance and means for considering this record in future actions. The dollar value and type of effort required by a contract determine the reporting requirements, form(s) and procedures to be used. The evaluation of major development and follow-on production contracts is specified by § 1.908–2(a); other development contracts by § 1.908–2(b); supply contracts by § 1.908–3; architect-engineer contracts by § 1.908–4; and construction contracts by § 1.908–5.

§ 1.908–2 Development and certain specified production contracts.

(a) *Major development and follow-on production contracts (DD Form 1446 Series and DD Form 1447).* All advanced-development (with measurable contractual commitments), engineering-development, and operational-systems-development and production contracts specified below shall be evaluated on DD Form 1446 series and DD Form 1447. The program requires project managers within the Military Departments to prepare Contractor Performance Evaluation Reports (see DD Form 1446 series) for all such development contracts whose projected cost for a single year will exceed $2 million or whose projected overall cost will exceed $10 million and all production contracts that follow, or are concurrent with, evaluated development contracts (until firm specifications susceptible to price competition are in use), if the projected cost exceeds $5 million for a single year or if the projected overall costs exceeds $20 million. These evaluations shall be made at intervals of 6 months beginning not later than 1 year after the date of award of the contract (periodic report) and upon the completion, substantial completion or termination of the contract (terminal report). After review or certification by the appropriate Departmental Contractor Performance Evaluation Group (see DD Form 1447), the report is submitted to the contractor and then transmitted, with the contractor's comments, to the Director of Contractor Performance Evaluation, Office of the Assistant Secretary of Defense (Installations and Logistics), for storage in a central data bank and use by Source Selection Advisory Councils or other persons or groups acting in similar capacity, contracting officers in determining fees or profits and prospective contractor's responsibility, and the Renegotiation Board (see §§ 4.106–4 (c) and (d), 3.808–4(a), 3.808–5(d), and 1.319(f) of this chapter). The central data bank is maintained at the Defense Documentation Center of the Defense Supply Agency, Cameron Station, Alexandria, Va. 22314. Detailed procedures for this program are set forth in the Department of Defense Guide to Contractor Performance Evaluation (Development and Production).

(b) *Other Development Contracts (DD Form 1683).* All contracts not within paragraph (a) of this section which exceed $100,000 for advanced development (with measurable contractual commitments), or engineering and operational-systems development (except those with Federal Contract Research Centers) shall be evaluated on DD Form 1683, Contractor Performance Evaluation Report (Development). Subject to the approval of the Director of Contractor Performance Evaluation, Office of the Assistant Secretary of Defense (Installations and Logistics), additional categories of contracts may be designated by a Military Department or Defense Agency for evaluation under the program. These evaluations shall be made by the project manager, project engineer, or equivalent who has overall responsibility for the project and shall be reviewed by an official of a higher organizational level than the evaluator upon the completion, substantial completion or termination of the contract. In order to afford contractors an opportunity to review CPE Reports, whether favorable or not, within 20 days of the specified evaluation date, a copy (DD Form 1683) shall be mailed to a senior official of the contractor who shall be afforded 2 weeks from the date of mailing to submit a detailed justification to the reviewer to support any requested change in the evaluation report. The reviewer shall resolve inconsistencies of fact and, if appropriate, prepare a revised report and furnish a copy to the contractor. The reviewer shall advise the contractor of the reasons why any requested change was not made. The original copy of each resolved evaluation report shall be transmitted to the Defense Documentation Center, Attention: DDC–TSR, Cameron Station, Alexandria, Va. 22314, within 35 days of the specified evaluation date, except that an additional 15 days will be allowed when it is necessary to prepare a revised report. Any significant errors discovered subsequent to transmission shall be corrected by a revised report. The Contractor Performance Evaluation Groups maintained by the Military Departments and Defense Agencies, or in lieu thereof a designated monitor, shall be responsible to ensure that the reports are timely and clear. Contractors may appeal the reviewer's final decision by written submission to the appropriate Departmental CPE Group within 30 days after receipt of the reviewer's decision. The Departmental CPE Group shall have 60 days in which to resolve, or if necessary decide, the differences between the contractor and the reviewer and, if necessary, forward a revised report (DD Form 1683) to the data bank. The CPE Group shall advise the contractor of its resolution of the matter. The Defense Documentation Center shall tabulate these Contractor Performance Evaluation Reports and provide for distribution, with quarterly revisions, of the performance evaluation information to procurement activities having need for the information for use by Source Selection Advisory Councils or other persons or groups acting in similar capacity, contracting officers in determining fees or profits and prospective contractor's responsibility, and the Renegotiation Board (see §§ 4.106–4 (c) and (d), 3.808–4(a), 3.808–5(d), and 1.319(f) of this chapter). These evaluation reports shall be available for use for a minimum of 3 years before being retired from normal active use.

§ 1.908–3 Contractor performance record (supply contracts).

(a) A Contractor Performance Record (CPR) is a factual historical documentation of contract performance data prepared by the cognizant contract administration office on completed or terminated DoD supply contracts. The CPR provides an orderly and uniform method of determining and recording how effectively supply contractors meet their contractual commitments. For each supply contract of $100,000 or more, except those contracts authorized for retention by purchasing offices and those contracts evaluated under § 1.908–2(a), a contract performance record shall be prepared by the cognizant contract administration office utilizing DD Form 1661, Contractor Performance Record (Supply Contracts). (See F–200.1661.) Subject to the approval of OASD (Installations and Logistics) and if the military departments and defense agencies concerned consider it desirable and make request therefor, certain other supply contracts that do not fall within the foregoing category may be recorded.

(b) The cognizant contract administration office shall ensure that fully qualified personnel prepare, review and distribute as specified in paragraph (d) of this section the complete record within 20 days after final acceptance of the last delivery under or termination of the contract.

(c) The monitor of the Contractor Performance Record Program shall permit an authorized contractor representative to review the Contractor Performance Record Reports. Upon the written request of a senior official of a contractor for a copy of a specific CPR Report, it shall be furnished to the requesting official.

(d) The original of the Contractor Performance Record (CPR) for every contract shall be retained by the preparing activity administrative contracting officer for use and disposition as prescribed in § 1.308 and ASPS No. 2. A copy of the record shall be distributed to:

(1) The preaward survey activity in the cognizant contract administration plant or DCAS region office for deposit in the contractor performance record data bank; and

(2) The purchasing office identified in the contract.

(e) Written comments of the contractor received after distribution should also be included in the record. Attempt should be made to resolve any problems raised by such comments and, if appropriate, an amended contractor performance record shall be prepared and distributed.

(f) The preaward survey activity in the cognizant contract administration office (Defense Contract Administration Services Region headquarters or Military Department cognizant plant activity) shall maintain the contractor performance record data bank. The monitor of the contractor performance record program shall respond to inquiries from authorized Government procurement activities. He shall furnish an immediate analysis of the available contractor performance record data, supplemented by known data on current contracts, and shall transmit to the requesting activity a copy of all available records or summary thereof within 2 working days when requested.

(g) In the selection of contractors for award of supply contracts $100,000 and over, available contractor performance records shall be considered by the contracting officer in determining:

(1) Prospective contractor's responsibility,

(2) Profit or fee,

(3) Source selection, or

(4) Any combination of the above.

(h) The contracting officer should obtain from the monitor of the Contractor Performance Record Program and consider the following:

(1) Available documented information developed under the contractor performance record program, or

(2) A statement that there is no record on file.

This information or statement may be obtained for proposed awards under $100,000 if it is established to be relevant.

§ 1.908–4 Architect-engineer contractor performance data.

For each contract over $10,000 awarded, a performance evaluation report shall be prepared by the cognizant construction activity, utilizing DD Form 1413, "Performance Evaluation—Architect-Engineer Professional Services Contractor". Such reports may also be prepared for contracts of lesser amounts. For contracts of over $10,000, DD Form 1413 shall be distributed, filed, and utilized in a manner similar to qualifications data (GSA Standard Forms 251), above, except that distribution also shall be made to the Washington headquarters of the respective construction activities.

§ 1.908–5 Performance evaluation of construction contractors.

(a) *Preparation of performance reports.* Performance evaluations of construction contractors shall be made and distributed in accordance with the following procedures and shall be used in making contractor responsibility determinations (See §§ 18.106 and 1.900 of this chapter.)

(1) For each construction contract of $200,000 or more and each construction contract of $10,000 or more where any element of performance was either unsatisfactory or outstanding, a performance evaluation report shall be prepared, by the cognizant construction activity, at the time of final acceptance of the work, utilizing DD Form 1596, "Construction Contractor Performance Evaluation Report."

(2) Performance evaluation reports will also be prepared, at the time of termination, for every construction contract over $200,000 that is terminated for default and for every construction contract of $100,000 or more that is terminated for the convenience of the Government.

(3) The head of each procuring activity that awards construction contracts shall establish procedures within his command to assure that fully qualified personnel prepare and review these reports. Normally, the evaluating official should be the officer or civilian who is responsible for supervising the work. The reviewing official should have knowledge of the contractor's performance and normally will be an officer or civilian at a higher organizational level than the evaluating official.

(4) Prior to forwarding an overall unsatisfactory performance report, the evaluating or reviewing official will advise a responsible official of the contractor's organization that an unsatisfactory report is being prepared and the facts on which it is based. Any written comments made by the contractor shall be included in the report and mistakes of fact alleged shall be resolved and made a part of the report.

(b) *Distribution of performance reports.* The original of the performance evaluation report for every contract will be retained by the activity preparing the report for a minimum of 6 years after date of the report. In addition, the reviewing official will forward a copy of the following reports:

(1) Reports with an overall unsatisfactory evaluation,

(2) Reports which cite outstanding performance, and

(3) Reports for all contracts in excess of $200,000 to the:

Office of the Chief of Engineers, Attention: ENGMC–KC, Building T–7, Washington, D.C. 20315.

This Office is responsible for establishing procedures and practices which will assure appropriate distribution and utilization of performance evaluation data within the Departments.

(c) *Utilization of performance reports.* In the selection of fully qualified responsible contractors for future awards or negotiations of construction contracts above $1 million, the contracting officer shall obtain from the central data bank listed in paragraph (b) of this section the following:

(1) A record of the number of contracts and the total dollar amount for all satisfactory evaluations; and

(2) Complete transcripts of all performance evaluations showing unsatisfactory performance either on individual elements or overall evaluation, or remarks on outstanding performance. These transcript(s) or statement(s) may be obtained for smaller awards.

§ 1.908–6 Disclosure of contractor performance evaluation reports and records.

Contractor performance evaluation reports and records shall be classified in accordance with their content but, if not classified, shall be marked "For Official Use Only." Contractor performance evaluation reports and records and their contents shall be disclosed only to persons or agencies demonstrating a need to know. The disclosure of these reports or their contents outside the Department of Defense (except to the contractor concerned) must have prior approval of the Director of Contractor Performance Evaluation, Office of the Assistant Secretary of Defense (Installations and Logistics). (See § 1.329–3.)

5. Sections 1.1003–1(c)(6), 1.1003–7(c), and 1.1005–1(a) are revised; the introductory text of § 1.1103 is revised; in § 1.1203–2(a), the address in clause paragraph (a) is revised; and § 1.1206–1(a) is revised, as follows:

§ 1.1003–1 General.

* * * * *

(c) * * *

(6) Procurement to be made from or through another Government department or agency, including procurements from the SBA using the authority of section 8(a) of the Small Business Act, or a mandatory source of supply such as an agency for the blind under the blind-made products program.

* * * * *

§ 1.1003–7 Information regarding specifications, plans, and drawings.

* * * * *

(c) Notices of the situations in paragraphs (a) and (b) of this section shall be prepared in accordance with § 1.1003–9(e).

§ 1.1005–1 Synopsis of contract awards.

(a) *General.* With the exception of awards to SBA using the authority of section 8(a) of the Small Business Act, 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."

* * * * *

§ 1.1103 Justification for inclusion of qualification requirements.

Subject to approval by: In case of the Army, the Logistic Data Management Office, AMC; in the Navy, the Chief of Naval Material; and in the Air Force, the Directorate of Procurement Policy (AFSPPE) Standardization Group, Headquarters, USAF; and in the Defense Supply Agency, the Executive Director Procurement and Production, a qualification requirement may be included in a specification when one or more of the following conditions exist:

* * * * *

§ 1.1203–2 Specifications and Standards Listed in the Department of Defense Index of Specifications and Standards (DODISS).

(a) * * *

AVAILABILITY OF SPECIFICATIONS AND STANDARDS

* * * * *

(a) * * *

Commanding Officer, U.S. Naval Publications and Forms Center, 5801 Tabor Avenue, Philadelphia, Pa. 19120.

* * * * *

§ 1.1206–1 General.

(a) A purchase description may be used in lieu of a specification when authorized by § 1.1202(b) and, subject to the restriction on repetitive use in § 1.1202(b)(7), where no applicable specification exists. An adequate purchase description is an aid to competition and, in the absence of competition, aids in determining the reasonableness of price. A purchase description should set forth the essential physical and functional characteristics of the materials or services required. As many of the following characteristics as are necessary to express the minimum requirements of the Government should be utilized in preparing purchase descriptions:

(1) Common nomenclature;

(2) Kind of material, that is, type, grade, alternatives, etc.;

(3) Electrical data, if any;

(4) Dimensions, size or capacity;

(5) Principles of operation;

(6) Restrictive environmental conditions;

(7) Intended use, including—

(i) Location within an assembly, and

(ii) Essential operating conditions;

(8) Equipment with which the item is to be used;

(9) Other pertinent information that further describes the item, material or service required.

Purchase descriptions shall not be written so as to specify a product, or a particular feature of a product, peculiar to one manufacturer and thereby preclude consideration of a product manufactured by another company, unless it is determined that the particular feature is essential to the Government's requirements, and that similar products of other companies lacking the particular feature would not meet the minimum requirements for the item. Generally, the minimum acceptable purchase description is the identification of a requirement by use of brand name followed by the words "or equal." This technique should be used only when an adequate specification or more detailed description cannot feasibly be made available by means other than reverse engineering (see § 1.304) in time for the procurement under consideration. Purchase descriptions of services to be procured should outline to the greatest degree practicable the specific services the contractor is expected to perform.

* * * * *

6. Subpart P is revoked; and §§ 1.1701 (c), 1.1703–3 (a)(1) and (c)(1), 1.1703–4, and 1.1704–2 (a) and (b) are revised, as follows:

Subpart P—Novation Agreements and Change of Name Agreements [Revoked]

§ 1.1701 Policy.

* * * * *

(c) In addition to the value engineering potential noted above (cost reductions resulting from contract change proposals), it is recognized that a contractor may develop a cost reduction proposal with regard to a weapon system or end item for which he does not have a current contract, e.g., where the contractor originally developed and produced a weapon system, it is now operational, and the contractor no longer has a production or other contract therefor. In such a case, the proposal would not come within the provisions of this subpart. Nevertheless, it is desirable that the potential cost reductions resulting from unsolicited proposals not within the scope of value engineering clauses under current contracts be realized by the Government. Accordingly, nothing in this subpart shall be construed to preclude the purchase of unsolicited proposals on a case-by-case basis or other special contractual arrangements, pursuant to Subpart B, Part 9 of this chapter, or 10 U.S.C. 2386, which are necessary to induce contractors to develop such proposals and make them available to the Government.

§ 1.1703–3 Future acquisition savings.

(a) *General.* (1) In addition to providing for contractor sharing in savings realized under the instant contract, contracts with value engineering clauses shall provide for sharing future acquisition savings unless no future procurement of the item is anticipated or the officer in charge of the purchasing office (see § 1.201–24) makes an affirmative determination that the sharing under the instant contract will provide sufficient incentive to the contractor. Sharing shall be accomplished either by "royalty" payments on actual future procurements within a stated period, or a "lump sum" payment based on estimated savings on additional quantities expected to be procured subsequently. (See paragraphs (c) and (d) of this section for proper uses of the estimated requirements ("lump sum") and "royalty" sharing methods.) The extension of contractor sharing to future acquisition savings is based on the fact that the value engineering cost savings on a single contract usually represent only a small fraction of the full savings and thus may not provide a sufficient incentive.

* * * * *

(c) * * *

(1) the quantity of items to be procured by the contracting Department for the sharing period to be used can be estimated with a reasonable degree of certainty at the time the solicitation for the current contract is prepared, for example—

(i) Where the contract is for items set forth in the Department of Defense Five-Year Defense Program; or

(ii) Where extensive historical data exist which indicate stability of requirements over an extended period and from which future requirements can be predicted with reasonable accuracy;

* * * * *

§ 1.1703–4 Collateral savings.

In addition to contractor sharing in instant contract and future acquisition savings, the value engineering clause shall provide for contractor participation in any ascertainable net reduction in the Government's overall projected costs including but not limited to cost of operation, maintenance, logistic support, and Government furnished property, when such collateral savings result from the change proposal submitted by the contractor. This additional incentive enables the contractor to share in collateral savings (less any increase in acquisition costs) whether or not there is any change in the acquisition cost of the item. However, when the officer in charge of the purchasing office (see § 1.201–24) determines that the item or class of items being procured offers no reasonable potential for significant collateral savings, the collateral savings provision may be omitted from a contract or class of contracts.

§ 1.1704–2 Value engineering incentive percentages.

(a) *Instant contract savings.* In firm fixed-price contracts, fixed-price contracts providing for escalation, and fixed-price contracts providing for prospective redetermination, the contractor's share in the cost reduction on the instant contract shall be from 50 percent to 75 percent unless the officer in charge of the purchasing office (see § 1.201–24) makes an affirmative determination that a contractor's share of less than 50 percent is

appropriate under the particular circumstances of the instant procurement. In an incentive type contract, if it is determined that costs and savings can be estimated with reasonable accuracy, the contractor's share may be as much as 50 percent; if costs and savings cannot be estimated with reasonable accuracy, his share should be in accordance with the maximum overall cost incentive sharing rate of the contract.

(b) *Future acquisition savings.* When the value engineering clause provides for contractor sharing in future acquisition savings, the contractor's percentage share should be less than his percentage share on the instant contract. The percentage share in future acquisition savings shall be at least 40 percent for a 1-year period, 30 percent for a 2-year period, and 20 percent for a 3-year period unless the officer in charge of the purchasing office (see § 1.201–24) makes an affirmative determination that lesser percentage sharing is appropriate under the particular circumstances of the instant procurement.

* * * * *

PART 2—PROCUREMENT BY FORMAL ADVERTISING

7. In § 2.407–3, the clause in paragraph (a) is revised; and § 2.408–1 is revised, as follows:

§ 2.407–3 Discounts.

(a) * * *

DISCOUNTS (SEPTEMBER 1968)

In accordance with subparagraph (a) of the clause entitled "Discounts" in the Solicitation Instructions and Conditions (Standard Form 33–A), prompt payment discounts will be considered in the evaluation of bids, provided the minimum period for the offered discounts is:

[1](i) ------ days from date of delivery of the supplies to carrier when acceptance is at point of origin;

or

[1](ii) ------ days where delivery and acceptance are at destination.

The offered discount of a successful Bidder will form a part of the award whether or not such discount was considered in the evaluation of his bid and such discount will be taken if payment is made within the discount period.

* * * * *

§ 2.408–1 Unclassified awards.

In the case of all unclassified formally advertised contracts, the purchasing office shall as a minimum (subject to any restrictions in Subpart F, Part 1 of this chapter), (a) notify unsuccessful bidders promptly of the fact that their bids were not accepted, and (b) extend the appreciation of the purchasing office for the interest the unsuccessful bidder has shown in submitting a bid. Notification to unsucessful bidders may be either orally or in writing through the use of a form postal card or other appropriate means. When award is made to other than a low bidder, the contracting officer shall state the reason for rejection in the notice to each unsuccessful low bidder. Should additional information be requested, the purchasing office shall provide the unsuccessful bidders with the name and address of the successful bidder, together with the contract price, and should also inform the inquirers as to the location where a copy of the abstract of bids is available for inspection. However, when multiple awards have been made and furnishing the names, addresses, and contract prices of the successful bidders would require so large an amount of work as to interfere with normal operations of the purchasing office, only information concerning location of the abstract of bids need be given. Where request is received concerning an unclassified invitation for bids from an inquirer who is neither a bidder nor a representative of a bidder, the purchasing office should make every effort to furnish the names of successful bidders and, if requested, the prices at which awards were made. However, where such requests require so large amount of work as to interfere with the normal operations of the purchasing office, the inquirer will be advised where a copy of the abstract of bids may be seen.

[1] The contracting officer shall delete (i) or (ii) from the clause, whichever is inapplicable, when "origin only" or "destination only" delivery acceptance is solicited.

PART 3—PROCUREMENT BY NEGOTIATION

8. In § 3.501(b), subparagraph (72) is revised and new subparagraph (78) is added; §§ 3.604, 3.604–1, and 3.604–2 are revised; new § 3.604–3 is added; and § 3.607–4(a) is revised, as follows:

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

* * * * *

(b) * * *

(72) If it is expected that the procurement will result in a fixed price contract not in excess of $100,000 for which cost or pricing data will not be obtained, the price representation provided in § 3.604–3(d) shall be set forth in a prominent place in the Schedule except when adequate price competition as defined in § 3.807–1(b)(1) is anticipated;

* * * * *

(78) DD Form 1660, Management Control Systems Summary List (see § 16.827 of this chapter).

* * * * *

§ 3.604 Competition and price representation in small purchases.

§ 3.604–1 Competition in purchases not in excess of $250.

Small purchases not exceeding $250 may be accomplished without securing competitive quotations if the prices are considered to be reasonable. Such purchases shall be distributed equitably among qualified suppliers. When practical, a quotation will be solicited from other than the previous supplier prior to placing a repeat order.

§ 3.604–2 Competition in purchases in excess of $250.

(a) The procedures in paragraphs (b), (c), and (d) of this section apply to purchases in excess of $250.

(b) Solicitation of quotations from a reasonable number of qualified sources of supply shall be made to assure that the procurement is to the advantage of the Government, price and other factors considered, including the administrative cost of the purchase. Generally, solicitation shall be limited to three suppliers and, to the maximum extent possible, shall be restricted to the local trade area of either the purchasing or the receiving activity. If practicable, two sources not included in the previous solicitation should be requested to furnish quotations. Quotations should generally be solicited orally. Written solicitations should be used when (1) the suppliers are located outside the local area, (2) special specifications are involved, (3) a large number of line items are included in a single proposed procurement, or (4) obtaining oral quotations is not considered economical or possible.

(c) In the absence of adequate price competition, reasonableness of a proposed price may be based on a comparison of the proposed price with prices found reasonable on previous purchases, current price lists, catalogs, advertisements, or by other appropriate method. If this information is not available, reasonableness of price may be based on a comparison with similar items in a related industry or the contracting officer's personal knowledge of the item being procured. Written records of solicitation may be limited to notes or abstracts to show the vendor or vendors contacted, prices, delivery, and other informal historical data. However, if only one response is received, or the price variance between multiple responses reflects lack of true competition, an additional statement in writing shall be included in the contract file setting forth the basis of the determination of fair and reasonable price. In any case, the contracting officer should gain as much knowledge as practicable of the physical and material characteristics and intended use of the item to be purchased. When only one source is solicited, an additional notation must be made to explain the absence of competition, except for procurement of utility services available only from one source or of educational services from non-profit institutions. Notification to unsuccessful suppliers shall be given only if requested.

(d) Occasionally an item can be obtained only from a supplier who quotes a minimum order price or quantity, which either unreasonably exceeds stated quantity requirements, or results in an unreasonable price for the quantities required. If practicable before placing the order the requiring activity should be informed in such cases of all facts regarding the quotation and requested to confirm or alter its requirement for the item or items under consideration. The file shall be documented to support the final action taken.

§ 3.604–3 Price representation.

(a) Except when adequate price competition as defined in § 3.807–1(b)(1) is anticipated, the policy and procedures in paragraphs (b), (c), (d), and (e) of this section apply to small purchases other than those using imprest funds, blanket purchase agreements or Standard Form 44, and those made pursuant to § 3.608–2(b) (2) and (3).

(b) Written solicitations for small purchases shall include the price representation in paragraph (d) of this section. The representation shall be inserted in a prominent place in the schedule of the solicitation.

(c) When quotations for small purchases are solicited orally, the contracting officer shall obtain from the contractor the information included in the representation in paragraph (d) of this section and insert it in the purchase order (DD Form 1155) by checking the appropriate block.

(d) —

PRICE PRESENTATION (SEPTEMBER 1968)

The Contractor represents as part of his quotation that:
(Check applicable box. If more than one box is applicable, identify line items to which each box applies.)

(1) ☐ The items set forth herein are catalog priced items and the prices quoted herein are not in excess of the catalog price reduced by any standard discount applicable to similar sales.

(2) ☐ The items set forth herein are not catalog priced items, but do have an established price in an open market having purchasers besides the Government; and the prices quoted herein are not in excess of this established market price.

(3) ☐ The items set forth herein are catalog priced items or have an established market price, but the prices quoted herein are in excess of such price because_____.

(4) ☐ Other price representation (if none of the above is applicable, indicate the basis for establishing the price and its relationship to prices charged other customers):_____.

CAUTION: False Statements May Subject the Contractor to Penalties Provided by Statute and Regulation.

(e) If the third or fourth block is checked or if a price representation cannot be obtained, the purchase file shall contain a brief notation supporting reasonableness of price, i.e., expedited delivery, special packaging, adequate price competition, price history, or prices of comparable items.

§ 3.607–4 Procedures.

(a) *Procurement.* Purchases from the imprest fund shall be based upon an authorized purchase request and shall be made only by the personnel authorized by the contracting officer. Orders may be placed orally without soliciting competition when prices are considered to be reasonable, but shall be distributed equitably among qualified suppliers. Prompt payment discounts shall be solicited, and a sales document shall be obtained to support the cash payment. An authorized purchase order form endorsed "Payment to be made from Imprest Fund" may be used when required by supplier for granting Government discounts, or tax exemptions. (Since purchases through the use of imprest funds are of relatively small value, Government tax exemption certificates generally will not be required (see § 11.500(b) of this chapter).) When the proposed purchase price will exceed any stated monetary restrictions on the purchase request, additional authorization shall be obtained prior to making the purchase. Copies of the purchase request document shall be marked to show:

(1) That an imprest fund purchase has been made;

(2) The unit prices and extensions;

(3) The supplier's name and address; and

(4) Anticipated date of delivery or pickup.

* * * * *

9. Sections 3.608–7(e), 3.808–5(d)(2), and 3.902–1 are revised; in § 3.902–3, the introductory text of paragraph (a) and subparagraph (5) are revised; and subparagraph (5) of § 3.1100–2(a) is revised, as follows:

§ 3.608–7 Use of DD Form 1155 as a public voucher.

* * * * *

(e) Without monetary limitation as the basis for payment of an invoice against blanket purchase agreements, or basic ordering agreements when a firm price has been established.

§ 3.808–5 Assignment of values to specific factors.

* * * * *

(d) *Record of contract performance.* * * *.

(2) Contracting officers should insure that an adequate review is made of contractor's past performance in order that an objective evaluation may be accomplished. For assistance in determining fee or profit for an advanced-development, engineering-development, or operational-systems-development contract in excess of $100,000, or a production contract in excess of $1 million that follows or is concurrent with an evaluated development contract, the contracting officer should obtain, if deemed necessary, from the Defense Documentation Center, Attention: DDC–TSR, Cameron Station, Alexandria, Va. 22314 (see § 1.908–2 of this chapter), a complete transcript or summary of the performance evaluations of the contractor with whom negotiations are being conducted. This information or a statement that there is no record on file shall be furnished within 2 working days from receipt of the request by the Defense Documentation Center. Similarly, on supply contracts for $100,000 or more contracting officers should obtain, if deemed necessary, from the cognizant contract administration office copies or summary of the Contractor Performance Records (Supply Contracts) DD Form 1661 (see § 1.908–3 of this chapter) of the contractor with whom negotiations are being conducted. This information or a statement that there is no record on file shall be transmitted within 2 working days after receipt of request by the cognizant contract administration office. Reports of cost reduction monitors, small business, labor surplus and other specialists involved in the evaluation of the various aspects of contractor performance shall be obtained.

* * * * *

§ 3.902–1 General.

The Government buys management from the prime contractor along with goods and services, and places responsibility on him to manage programs to the best of his ability, including placing and administering subcontracts as necessary to assure performance at the lowest overall cost to the Government. Although the Government does not expect to participate in every management decision, it may reserve the right to review the contractor's management efforts, including the proposed make-or-buy program. In reviewing the content of the proposed make-or-buy program effort should be made to have the prime contractor establish any new facility in or near sections of concentrated unemployment or underemployment and in areas of persistent or substantial labor surplus.

§ 3.902–3 Procedure.

(a) When submission of information with respect to a prospective contractor's proposed make-or-buy program is required, the solicitation shall so state and shall clearly set forth any special factors to be used in evaluating the program. After considering such factors as capability, capacity, availability of small business and labor surplus area concerns as subcontract sources, the establishment of new facilities in or near sections of concentrated unemployment or underemployment, contract schedules, integration control, proprietary processes, and technical superiority or exclusiveness, the prospective contractor shall identify in his proposed make-or-buy program that work which he considers he or his affiliates, subsidiaries, or divisions must perform as "must make," must subcontract as "must buy," and can either perform or acquire by subcontract as "can make or buy." The prospective contractor shall state the reasons for his recommendations of "must make" or "must buy" in sufficient detail for the contracting officer to determine that sound business and technical judgment has been applied to each major element of the program. When the make-or-buy program is to be incorporated into the contract and the design status of the article being procured does not permit accurate precontract identification of major items that should be included in the make-or-buy program, the prospective contractor shall be notified that such items must be added to the program, when identifiable, under the "Changes to Make-or-Buy Program" clause (§ 3.902–4(b)). The prospective contractor shall be required to include in the information furnished with respect to his proposed make-or-buy program:

* * * * *

(5) Designation of the plants or divisions in which the contractor proposes to make the item, whether the facility is in or near section of concentrated unemployment or underemployment; and

* * * * *

§ 3.1100–2 Review of decision to lease.

(a) * * *

(5) Obtain approval of the leasing arrangement of the ADPE from the Senior ADPE policy official of the Department or Agency which predominantly generated the requirement for the contract end item; in the case of ADPE to be leased on a noncompetitive basis, the request for approval shall be forwarded to the Assistant Secretary of Defense (Comptroller) through the Senior ADPE policy official. Approval action is not required for any lease of punched card machines (PCM's), or for lease of other automatic data processing equipment (ADPE) where the annual rental costs are less than $25,000.

* * * * *

PART 4—SPECIAL TYPES AND METHODS OF PROCUREMENT

10. Sections 4.106–4(d), 4.110(d), and 4.204 are revised to read as follows:

§ 4.106–4 Evaluation for award.

* * * * *

(d) For assistance in evaluating proposals for an advanced-development, engineering-development or operational-systems-development contract in excess of $100,000, or a production contract in excess of $1 million that follows or is concurrent with an evaluated development contract, the Source Selection Advisory Council or any other person or group acting in a similar capacity should obtain from the Defense Documentation Center, Attention: DDC–TSR, Cameron Station, Alexandria, Va. 22314 (see § 1.908–2 of this chapter), a complete transcript or summary of the performance evaluations of all contractors submitting acceptable proposals. This information or a statement that there is no record on file shall be furnished within 2 working days from receipt of the request by the Defense Documentation Center. Sometimes, for a production contract in excess of $1 million that follows or is concurrent with an evaluated development contract, it may be relevant also to consider Contractor Performance Record (Supply Contracts) information (see § 1.908–3).

§ 4.110 Cost-sharing policy.

* * * * *

(d) It is Department of Defense policy to recoup a share of its investment in nonrecurring costs associated with major defense equipment when such equipment is sold to buyers outside the U.S. Government. This policy is mandatory as to all foreign buyers of such equipment, and may be applied to domestic commercial buyers at the discretion of the Secretary of the Department concerned. To carry out this policy with respect to foreign buyers and to provide for future negotiation of amounts to be recovered by DoD from contractor's direct sales to foreign buyers, the clause in § 7.104–64(a) of this chapter will be included in all contracts for major defense equipment. The clause may also be included in other contract (other than major defense equipment) involving RDT&E expenditures in excess of $10 milion when approved by the Secretary concerned. To apply this policy to domestic commercial buyers, the clause in § 7.104–64(b) of this chapter is authorized for use in any of the foregoing contracts (i.e., major defense equipment or RDT&E expenditures in excess of $10 million), subject to approval on a case-by-case basis by the Secretary of the Department concerned.

(1) "Major Defense Equipment" consists of those weapons or weapons systems which required, or will require, a research, development, test and evaluation expenditure estimated in excess of $25 million or total production expenditure estimated in excess of $100 million (see DoD Directive 3200.9).

(2) "Nonrecurring costs" are costs incurred or to be incurred for the benefit of the entire production run, including initial, past, current, and future runs, and which are allocable to all units, rather than to those units, if any, produced at the time the cost is booked. Nonrecurring costs include such costs as research, development, test, evaluation, preproduction, facilities, special tooling, special test equipment, production engineering, product improvement, destructive testing, and pilot model production, testing and evaluation.

(3) For each foreign sale or license agreement and for each applicable domestic commercial sale or license agreement, the amount to be reimbursed to the DoD for the DoD nonrecurring costs shall be determined by dividing the total DoD nonrecurring costs, incurred and projected to be incurred, by the total production quantity of the item, past and projected, including the production quantity for the DoD, and multiplying the results by the quantity involved in each such sale or license agreement. In principle, for major defense equipment for which several model designators exist, the nonrecurring costs and the total production quantity should be accumulated over the range of models and major subsystems "essentially similar" to the model and subsystems being sold.

(i) The phrase "essentially similar" is not precisely definable and will require judgment on the part of those calculating the charge for nonrecurring costs in each case as to whether it is equitable:

(*a*) To accumulate costs and production quantities over the whole range back to the first model, or

(*b*) To limit the accumulation to those costs and production quantities associated with the more recent models or the exact model being sold.

The former would be equitable if the first model were followed by relatively minor changes and nonrecurring costs for subsequent models; the latter, if the more recent models, or the model being sold, are an improvement requiring a significant expenditure which makes the first model technology essentially irrelevant.

(ii) The phrase "foreign sale or license agreement" includes all sales to or license agreements with foreign buyers, including foreign governments and international organizations, whether made through the U.S. Government or directly by U.S. domestic firms.

(iii) The phrase "domestic commercial sale or license agreement" includes all domestic, non-U.S. Government sales or license agreements.

(iv) In any event the charge for nonrecurring costs must relate to the same production program for which it was incurred.

(4) Notwithstanding §§ 1.109–2 and 1.109–3 of this chapter, the advance written approval of the Secretary of Defense or his designee is required before:

(i) Deviating from this paragraph insofar as it relates to foreign sales or license agreements;

(ii) Deviating from the clause contained in § 7.104–64(a) of this chapter; or

(iii) Waiving, in whole or in part, the charge for nonrecurring costs insofar as it relates to foreign sales or license agreements.

Each request for such a deviation or waiver must include the recommendations of the Secretary of the Department concerned and must clearly demonstrate that approval would be in the interests of the U.S. Government (see also § 109–5 of this chapter).

§ 4.204 Restrictions and limitations.

(a) The application of exchange allowances or proceeds of sale in whole or part payment for personal property procured is authorized when all of the following conditions apply:

(1) The items sold or exchanged meet the requirements of § 4.205–2.

(2) The items sold or exchanged are not excess, and the items procured are needed in the conduct of approved programs.

(3) Only one item is to be procured to replace one similar item.

(i) The exceptions to the one-for-one rule are:

(*a*) If a lesser or greater number of items must be procured to perform all or substantially all of the tasks in which the old items would otherwise be used; and

(*b*) In the case of parts or containers;

(ii) Detailed cross reference between the old and new item will not be required. In the absence of cross reference, however, there shall be made available to the General Accounting Office sufficient data to establish that the item procured was similar to the item exchanged or sold, that any exchange allowances or proceeds of sale applied in whole or part payment for property procured were in fact available for application, and that the transaction was otherwise in accordance with the provisions of this subpart.

(4) There has been at the time of exchange or sale (or at time of procurement if it precedes the sale) a written

administrative determination to apply the exchange allowance or proceeds of sale in procuring property.

(5) The transaction will foster the economical and efficient accomplishment of an approved program.

(b) Items falling within any of the Federal Supply Classification Groups enumerated below shall not be eligible for handling under the provisions of this subpart.

FEDERAL SUPPLY CLASSIFICATION

Group Identification

Group No.	
10	Weapons.
11	Nuclear ordnance.
12	Fire control equipment.
14	Guided missiles.
15	Aircraft; and airframe structural components.[1]
16	Aircraft components and accessories.[1]
17	Aircraft launching, landing and ground handling equipment.
20	Ship and marine equipment.
22	Railway equipment.
31	Bearings.
32	Woodworking machinery and equipment, except lathes, milling machine, and saws, circular or band.
34	Metalworking machinery, except drill presses, lathes, milling machines, and saws, circular or band.
40	Rope, cable, chain, and fittings.
41	Refrigeration and air conditioning equipment.
42	Fire fighting, rescue and safety equipment.
44	Furnace, steam plant, and drying equipment; and nuclear reactors.
45	Plumbing, heating, and sanitation equipment.
46	Water purification and sewage treatment equipment.
47	Pipe, tubing, hose, and fittings.
48	Valves.
51	Hand tools.
53	Hardware and abrasives.
54	Prefabricated structures and scaffolding.
55	Lumber, millwork, plywood, and veneer.
56	Construction and building materials.
68	Chemicals and chemical products, except medicinal chemicals.
71	Furniture.
75	Office supplies and devices, except cards, tabulating.
83	Textiles, leather, and furs.
84	Clothing and individual equipment.

(c) This subpart shall not be construed to authorize:

(1) The procurement of personal property when such procurement is not otherwise authorized by law;

(2) The procurement of personal property in contravention of—

(i) Any restriction upon the procurement of a commodity or commodities; or

(ii) Any replacement policy or standard, prescribed by the President, the Congress, the Secretary of Defense, or by the Administrator of General Services Administration;

(3) Procurement of personal property directly from a vendor when its acquisition through General Services Administration (GSA) sources is required under Subparts A, B, or C, Part 5 of this chapter (Federal Supply Schedule contracts, GSA Stores Depots, and Consolidated Purchasing Program; respectively). However, in acquiring an item or items from GSA sources in accordance with those subparts, the exchange allowance for, or proceeds from the sale of, similar items may be applied in whole or in part payment for the items being acquired;

(4) The sale, transfer, or exchange of excess, surplus or foreign excess personal property in connection with the procurement of personal property even though otherwise eligible;

(5) The sale or exchange of strategic and critical materials, unless such materials at any one location are in lots of less than the minimum quantities specified in Part 3, Chapter XV, of the Defense Disposal Manual (DoD 4160.21M) and the owning agency determines that there is no reasonable prospect of accumulating minimum quantities specified therein within 12 months;

(6) The sale or exchange of Atomic Energy Commission-controlled materials except in accordance with applicable regulations of the Atomic Energy Commission (see 10 CFR Parts 30, 40, and 70);

(7) The sale or exchange of narcotics, except in accordance with instructions contained in Part 3, Chapter XV, of the Defense Disposal Manual;

(8) The sale of personal property in new or unused condition in connection with the procurement of personal property;

(9) The sale or exchange of scrap materials in connection with the procurement of personal property;

(10) Even though otherwise eligible, the sale or exchange of property which was originally acquired from another agency as excess or surplus, unless such property has been placed in use by the acquiring agency for at least 1 year.

(d) This subpart does not apply to materials in the national stockpile (50 U.S.C. 90–98h), the supplemental stockpile (7 U.S.C. 1704(b)), or the Defense Production Act inventory (50 U.S.C. App. 2093).

[1] Except for those items to be directly exchanged when the Military Departments rely on a contract with a manufacturer for full spare parts support for commercial type aircraft. These items may not be sold under the exchange/sale authority, but may only be exchanged.

PART 5—INTERDEPARTMENTAL AND COORDINATED PROCUREMENT

11. Sections 5.1108–1 (a) and (b) and 5.1108–5(a) are revised to read as follows:

§ 5.1108 Preparation and use of DD Form 448/448c (MIPR).

DD Forms 448 and 448c are substantially self-explanatory. If desired, each Department may overprint fixed repetitive information.

§ 5.1108–1 Special instructions.

(a) MIPR number: The MIPR number will consist of:

(1) The requiring agency identification code as prescribed in the DoD Activity Address Director (DODAAD) (AR 725.60–1, NAVSUP P-5544, AFM 75–6, DSAH 4140.1, MCO P4420.2H, and CG 364);

(2) The last digit of the fiscal year, and

(3) The number of the particular MIPR (numbered consecutively by the requiring activity).

Amendments will be numbered with the MIPR number suffixed with the amendment number assigned in consecutive numbered sequence.

(b) Appropriate checks in Item 9 shall be accomplished in compliance with Department of Defense policy which requires interdepartmental screening of items in accordance with § 1.302–1 of this chapter to determine stock availability within other departments prior to preparation of a DD Form 448. Items which are determined to be available from stocks of other departments shall be requisitioned as follows:

(1) Items within the scope of MILSTRIP (see DoD 4140.17-M (MILSTRIP) of May 1, 1964, as amended) shall be obtained by use of DD Form 1348/1348m, DoD Single Line Item Requisition System Document;

(2) Items not covered by MILSTRIP shall be obtained by use of DD Form 1149, Requisition and Invoice/Shipping Document.

If a procuring department determines after a receipt of a MIPR that the items can be supplied from stock, the MIPR shall be used for effecting supply from such stock.

* * * * *

§ 5.1108–5 Changes to MIPRs.

(a) Normally, changes that affect the contents of the MIPR must be processed as a MIPR amendment regardless of the status of the MIPR. However, a MIPR amendment for increased quantities of items specified in the original MIPR may be used when it is known that the original MIPR requirements have not been released for solicitation but then only after coordination and agreement with the procuring department. Changes may be initially provided by expeditious means such as telegraphic message but shall be confirmed by a MIPR amendment. Requirements for additional line items of supplies or services not provided for in the original MIPR shall be submitted as a new MIPR.

* * * * *

PART 6—FOREIGN PURCHASES

12. Section 6.300 is revised; new § 6.306 is added; and § 6.1109(b) is revised, as follows:

§ 6.300 Scope of subpart.

This subpart implements the Defense Appropriation Act restriction on the availability of appropriated funds for the procurement of any article of food, clothing, cotton, wood, woven silk and woven silk blends, spun silk yarn for cartridge cloth, synthetic fabric, as it has recurred in Defense Appropriation Acts for several years. However, reference should be made to the current De-

partment of Defense Appropriation Act as a check on the current applicability of such restriction. This subpart also implements the restriction on acquisition of foreign buses contained in section 404 of Public Law 90–500. Nothing herein shall affect the applicability of the Buy American Act or the Balance of Payments Program (see Subparts A, B, and H of this part).

§ 6.306 Acquisition of foreign buses.

Section 404 of the Act of September 20, 1968 (Public Law 90–500), the Department of Defense Appropriation Authorization Act for fiscal year 1969, provides that:

No funds authorized for appropriation for the use of the Armed Forces of the United States under the provisions of this Act or the provisions of any other law shall be available for the purchase, lease, rental, or other acquisition of multipassenger motor vehicles (buses) other than multipassenger motor vehicles (buses) manufactured in the United States, except as may be authorized by regulations promulgated by the Secretary of Defense solely to insure that compliance with this prohibition will not result in either an uneconomical procurement action or one which would adversely affect the national interests of the United States.

The objective of this statutory provision is to assure that only buses manufactured in the United States shall be used to satisfy requirements of U.S. Armed Forces located throughout the world for bus transportation, where such buses are available and where their use would not be uneconomical or would be contrary to the national interests of the United States. It should be applied whether the buses are purchased, leased, rented, or made available under contracts for transportation services. The use of foreign manufactured buses is authorized where the head of the procuring activity determines that the use of U.S. manufactured buses would be uneconomical or would adversely affect the national interests of the United States. However, foreign buses may be acquired without such determination in the following circumstances:

(a) Where U.S. manufactured buses are not available in time to satisfy requirements which cannot be postponed, foreign manufactured buses may be used for a temporary period of time but not to exceed the lead time required for acquisition and delivery of U.S. manufactured buses.

(b) Where the requirement for buses is of a temporary nature to meet a special but nonrecurring requirement or where a recurring requirement is sporadic and infrequent, foreign manufactured buses may be used for the temporary periods of time not to exceed the period of time needed to meet the nonrecurring or the recurring infrequent requirement.

(c) Where foreign manufactured buses are made available at no direct or indirect acquisition cost to the U.S. Government, foreign manufactured buses may be used.

§ 6.1109 Excess and near-excess currency countries.

* * * * *

(b) The Department of the Treasury holds near-excess foreign currency in the following countries:

Country	*Currency*
Bolivia	Peso.
Ghana	New Ghanian Cedis.
Indonesia	Rupiah.
Sudan	Pound.

* * * * *

PART 7—CONTRACT CLAUSES

13. Sections 7.104–20 and 7.202 are revised, as follows:

§ 7.104–20 Utilization of concerns in labor surplus areas.

(a) In accordance with § 1.805–3(a) of this chapter, insert the following clause:

UTILIZATION OF CONCERNS IN LABOR SURPLUS AREAS (JUNE 1969)

It is the policy of the Government to place contracts with concerns which will perform such contracts substantially in or near sections of concentrated unemployment or underemployment as a certified-eligible concern or in areas of persistent or substantial labor surplus where this can be done, consistent with the efficient performance of the contract, at prices no higher than are obtainable elsewhere. The Contractor agrees to use his best efforts to place his subcontracts in accordance with this policy. In complying with the foregoing and with paragraph (b) of the clause of this contract entitled "Utilization of Small Business Concerns," the Contractor in placing his subcontracts shall observe the following order of preference: (i) Certified concerns which are also small business concerns; (ii) other certified concerns; (iii) persistent labor surplus area concerns which are also small business concerns; (iv) other persistent labor surplus area concerns; (v) substantial labor surplus area concerns which are also small business concerns; (vi) other substantial labor surplus area concerns; and (vii) small business concerns which are not labor surplus area concerns.

(b) In accordance with § 1.805–3(b) of this chapter, insert the following clause.

LABOR SURPLUS AREA SUBCONTRACTING PROGRAM (JUNE 1969)

(a) The Contractor agrees to establish and conduct a program which will encourage labor surplus area concerns to compete for subcontracts within their capabilities. In this connection, the Contractor shall—

(1) Designate a liaison officer who will (i) maintain liaison with duly authorized representatives of the Government on labor surplus area matters, (ii) supervise compliance with the "Utilization of Concerns in Labor Surplus Areas" clause, and (iii) administer the Contractor's Labor Surplus Area Subcontracting Program;

(2) Provide adequate and timely consideration of the potentialities of labor surplus area concerns in all "make-or-buy" decisions;

(3) Assure that labor surplus area concerns will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of labor surplus area concern;

(4) Maintain records showing procedures which have been adopted to comply with the policies set forth in this clause; and

(5) Include the "Utilization of Concerns in Labor Surplus Areas" clause in subcontracts which offer substantial labor surplus area subcontracting opportunities.

(b) For subcontracting purposes, a "labor surplus area concern" is a concern which will perform a substantial proportion of any contract awarded to it (i) in or near "Sections of concentrated unemployment or underemployment" as a certified concern, (ii) in "Areas of Persistent Labor Surplus" or (iii) in "Areas of Substantial Labor Surplus," as designated by the Department of Labor. A certified concern shall be deemed to perform a substantial proportion of a contract in or near sections of concentrated unemployment or underemployment if the costs that the concern will incur on account of manufacturing or production in or near such sections amount to more than 25 percent of the price of such contracts; a concern shall be deemed to perform a substantial proportion of a contract in a persistent or substantial labor surplus area if the costs that the concern will incur on account of manufacturing or production in such area amount to more than 50 percent of the price of such contract.

(c) The Contractor further agrees, with respect to any subcontract hereunder which is in excess of $500,000 and which contains the clause entitled "Utilization of Concerns in Labor Surplus Areas," that he will insert provisions in the subcontract which will conform substantially to the language of this clause, including this paragraph (c), and that he will furnish the names of such subcontractors to the Contracting Officer.

§ 7.202 Applicability.

As used in this subpart, the term "cost-reimbursement type supply contract" shall means any contract (other than a letter contract, notice of award; or a supplemental agreement to a contract which does not effect a new procurement) entered into on a cost reimbursement basis as covered in § 3.405 of this chapter for supplies other than (a) the construction, alteration or repair of buildings, bridges, roads, or other kinds of real property, (b) experimental, developmental, or research work, or (c) facilities to be provided by the Government under a "facilities contract" as defined in § 7.701 and Part 13 of this chapter.

PART 9—PATENTS, DATA, AND COPYRIGHTS

14. Sections 9.404 and 9.405(c) are revised to read as follows:

§ 9.404 Requirements for filing an administrative claim for patent infringement.

(a) A patent infringement claim for compensation, asserted against the United States under any of the applicable statutes cited in § 9.402, must be actually communicated to and received by a department, agency, organization, office, or field establishment within the Department of Defense. Claims must be in writing and should include the following:

(1) An allegation of infringement;

(2) A request for compensation, either expressed or implied;

(3) A citation of the patent or patents alleged to be infringed;

(4) A sufficient designation of the alleged infringing item or process to permit identification, giving the military or commercial designation, if known, to the claimant;

(5) A designation of at least one claim of each patent alleged to be infringed; or

(6) As an alternative to subparagraphs (4) and (5) of this paragraph, a certification that the claimant has made a bona fide attempt to determine the item or process which is alleged to infringe, but was unable to do so, giving reasons, and stating a reasonable basis for his belief that his patent or patents are being infringed.

(b) In addition to the information listed in paragraph (a) of this section, the following material and information is generally necessary in the course of processing a claim of patent infringement. Claimants are encouraged to furnish this information at the time of filing a claim to permit the most expeditious processing and settlement of the claim.

(1) A copy of the asserted patent(s) and identification of all claims of the patent alleged to be infringed.

(2) Identification of all procurements known to claimant which involve the alleged infringing item or process, including the identity of the vendor or contractor and the Government procuring activity.

(3) A detailed identification of the accused article or process, particularly where the article or process relates to a component or subcomponent of the item procured, and an element by element comparison of the representative claims with the accused article or process. If available, this identification should include documentation and drawings to illustrate the accused article or process in suitable detail to enable verification of the infringement comparison.

(4) Names and addresses of all past and present licensees under the patent(s), and copies of all license agreements and releases involving the patent(s).

(5) A brief description of all litigation in which the patent(s) has been or is now involved, and the present status thereof.

(6) A list of all persons to whom notices of infringement have been sent, including all departments and agencies of the Government, and a statement of the ultimate disposition of each.

(7) A description of Government employment or military service, if any, by the inventor and/or patent owner.

(8) A list of all Government contracts under which the inventor, patent owner, or anyone in privity with him performed work relating to the patented subject matter.

(9) Evidence of title to the patent(s) alleged to be infringed or other right to make the claim.

(10) A copy of the Patent Office file of each patent if available to claimant.

(11) Pertinent prior art known to claimant, not contained in the Patent Office file, particularly publications and foreign art.

In addition to the foregoing, if claimant can provide a statement that the investigation may be limited to the specifically identified accused articles or processes, or to a specific procurement, it may materially expedite determination of the claim.

(c) Military department receiving an allegation of patent infringement which meets the requirements of this section shall acknowledge the same and supply the other departments [4] which may have an interest therein with a copy of such communication and the acknowledgement thereof.

§ 9.405 Indirect notice of patent infringement claims.

* * * * *

(c) If a communication covering an infringement claim or notice which does not meet the requirements of § 9.404(a) is received from a contractor, the patent owner shall be advised in writing as covered by the instructions of § 9.404(d).

PART 10—BONDS, INSURANCE, AND INDEMNIFICATION

15. Sections 10.101–3, 10.104–1, 10.104–2 (a) (2) and (c), 10.111–2(c), and 10.403 are revised; in § 10.405, the introductory text of paragraph (a) is revised; and § 10.502 is revised, as follows:

§ 10.101–3 Annual performance bond.

This term means a single bond (in lieu of separate performance bonds for each contract) which secures the performance of contracts (other than construction contracts) which require bonds and are entered into by a contractor during a specific fiscal year of the Government. Such bonds may be in different forms, including the following three: The first providing for penal sums separately applicable to each covered contract, regardless of the total amount of covered contracts; the second providing a gross penal sum cumulatively applicable to the total amount of all covered contracts but without a separate limit applicable to each contract; and the third providing both, separate contract and cumulative limits.

§ 10.104–1 General.

(a) Under section 270e of the Miller Act (40 U.S.C. 270e) the provisions of the Act have been waived for any supply contracts covered by sections a–d of the Act (40 U.S.C. 270a–d). Bonds required pursuant to this section are bonds required pursuant to 10 U.S.C. 2381 or other general contracting authority of the Department of Defense, and not pursuant to the Miller Act.

(b) Generally, performance and payment bonds shall not be required in connection with contracts other than construction contracts, other than as provided in §§ 10.104–2 and 10.104–3, except that for any fixed-price construction subcontract exceeding $2,000, a prime contractor who has not been required to furnish a payment bond shall be required to obtain a payment bond from his subcontractor, in favor of the prime contractor, in an amount sufficient to assure payment of suppliers of labor and materials. In such a case, a performance bond in an equal amount should also be obtained if available at no additional cost.

(c) Standard Form 25 (Performance Bond), Standard Form 35 (Annual Performance Bond) and DD Form 1673 (Payment Bond for Other Than Construction Contracts) are authorized for use for other than construction contracts. Payment bonds for other than construction contracts shall not be executed on Standard Form 25–A.

(d) Subcontract bonds shall not be executed on Standard Forms 25 and 25–A or on DD Form 1673. The forms set forth in § 16.805 (h) and (i) of this chapter are authorized and may be adapted to fit specific cases.

(e) Performance and payment bonds shall not be required unless the solicitation requires such bonds, or the requirement of such bonds is in the interest of the Government, and not prejudicial to other bidders or offerors. Where the solicitation requires such bonds, they shall not be waived except in the case of an otherwise acceptable bidder or offeror where such waiver will be favorable to the Government and the contract price will be reduced.

(f) When the requirement for performance and payment bonds is made by the terms of a contract, but the bonds are not furnished by the contractor within the time specified, the contracting officer shall notify the contractor that the contract will be terminated for default if the bonds are not furnished within the time specified in the contract clause providing for such termination (§ 8.707 of this chapter, clause paragraph (a)(ii)).

(g) Where a bid guarantee is not required and a performance or payment bond is required as a condition precedent to the formation of the contract, but is not furnished within the time specified, the contracting officer shall, if the making of the award can be delayed without prejudice to other bidders, notify the bidder that if the bond is not furnished within 10 days (or such other period as the contracting officer may specify) after receipt of the notice, his bid will not be considered for award.

(h) When a contractor supports a contract with an annual performance bond, in a cumulative penal sum, the contracting officer shall notify the office to which the contractor has furnished such bond so that the amount of coverage required may be recorded against the penal sum of the bond.

(i) Requirements for additional bond or consent of surety in connection with contract modifications are prescribed in § 10.111.

§ 10.104–2 Performance bonds.

(a) * * *

(2) Where the circumstances applicable to a particular procurement are

[4] For the Department of the Army, Chief, Patents Division, Office of The Judge Advocate General; for the Department of the Navy, the Patent Counsel for Navy, Office of Naval Research; for the Department of the Air Force, Chief, Patents Division, Office of The Judge Advocate General; for the Defense Supply Agency, The Office of Counsel; and for the Defense Communications Agency, the Counsel.

such that for financial reasons a performance bond is necessary to protect the interests of the Government, a performance bond shall be required. (See for example, § 26.402(c)(3) of this chapter.)

* * * * *

(c) Annual performance bonds may be used only in connection with contracts other than construction contracts. When such a bond in a cumulative penal sum is used and has been completely obligated by contracts in an appropriate amount equal to the penal sum thereof, an additional bond shall be obtained to cover additional contracts.

§ 10.111–2 Consent of surety.

* * * * *

(c) Consent of surety is required in connection with a novation agreement (see § 26.402(b)(10) of this chapter).

* * * * *

§ 10.403 Workmen's compensation and war hazard insurance overseas.

(a) The Defense Base Act, as amended (42 U.S.C. 1651 et seq.), extends the application of the Longshoremen's and Harbor Workers' Compensation Act (33 U.S.C. 901) to various classes of employees engaged in work outside the United States, including any employee engaged (1) in the performance of a public work contract or (2) in the performance of any contract approved or financed pursuant to the Foreign Assistance Act of 1961 other than (i) contracts approved or financed by the Development Loan Fund, or (ii) contracts exclusively for the furnishing of materials or supplies. As used in this paragraph, a "public work" contract includes any contract for a fixed improvement or any project, whether or not fixed, involving construction, alteration, removal or repair for the public use of the United States or its allies, including projects or operations under service contracts and projects in connection with the national defense or with war activities, dredging, harbor improvements, dams, roadways, and housing, as well as preparatory and ancillary work in connection therewith at the site or on the project. When the Defense Base Act applies, the benefits of the Longshoremen's and Harbor Workers' Compensation Act are extended through operation of the War Hazards Compensation Act, as amended (42 U.S.C. 1701 et seq.), to afford protection to employees against the hazards of war risks (injury, death, capture, or detention). Under this plan, once a contract employer has provided the Workmen's Compensation coverage required by the Defense Base Act (by insurance policy or self-insurance program), his employees automatically receive War Hazard Risk protection. An employer need not insure against War Hazard Risk, however, since such war risk benefits are provided at no cost to the employer by the Bureau of Employee's Compensation, Department of Labor. The following clause shall be included in all public work contracts to be performed outside the United States.

WORKMEN'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (JANUARY 1960)

The Contractor before commencing performance under this contract shall provide and thereafter maintain such Workmen's Compensation Insurance or security as is required by the Defense Base Act, as amended (42 U.S.C. 1651). The Contractor further agrees to insert in all subcontracts hereunder to which the Defense Base Act is applicable, a clause similar to this clause, including this sentence, imposing on all such subcontractors a like requirement to comply with the Defense Base Act.

(b) Upon the recommendation of the Secretary concerned, the Secretary of Labor may waive the applicability of the Defense Base Act with respect to any contract, subcontract, or subordinate contract, work location, or classification of employees.

(c) Requests for waivers shall be submitted through channels (1) for the Army, to the Labor Advisor, Office of the Assistant Secretary of the Army (I&L), (2) for the Navy, to the Chief of Naval Material (Attention: Contract Insurance Branch), (3) for the Air Force, to the Directorate of Procurement Policy, Headquarters USAF, and (4) for the Defense Supply Agency, to the Executive Director, Procurement and Production. The request for waiver shall include the following:

(i) Name of contractor;

(ii) Business mailing address of contractor;

(iii) Contract number;

(iv) Date of award;

(v) Geographic location where contract will be performed;

(vi) Name of insurance company providing the Defense Base Act coverage;

(vii) Nationality of employees to whom waiver is to apply; and

(viii) Reason for waiver.

(d) (1) If the Defense Base Act has been waived with respect to some or all of the contractor's employees in accordance with procedures set forth in paragraphs (b) and (c) of this section, the benefits of the War Hazards Compensation Act will also have been waived as to such employees. In case of such waivers, the contractor shall provide protection against the risk of work injury or death (workmen's compensation type coverage) for the benefit of such waived employees. Insurance for this purpose as in any other case should be obtained at competitive rates in line with the policies of Part 15 of this chapter, particularly if there has been a waiver and the insurance has been or is to be obtained to comply with workmen's compensation or equivalent statutes of a foreign country.

(2) The contractor shall also assume liability to such waived employees and their beneficiaries for war hazard injury, death, capture or detention. At the option of the head of a procuring activity or his designee, either the costs of this liability or the reasonable cost of insurance against this liability shall be allowed as a cost under the contract. If it is decided that the contractor shall not purchase insurance against this liability, the clause in § 10.502(b) shall be included in the contract.

(e) If a contract would otherwise be subject to paragraph (a) of this section, but paragraph (d) of this section applies to some or all of the contractor's employees by reason of waiver by the Secretary of Labor, the provisions of § 10.502 (b) and (c) apply, and the following clause shall be included in the contract.

WORKMAN'S COMPENSATION AND WAR HAZARD INSURANCE OVERSEAS (JULY 1968)

(a) This clause applies if the Contractor employs any person who, but for a waiver granted by the Secretary of Labor, would be subject to Workmen's Compensation Insurance under the Defense Base Act (42 U.S.C. 1651). On behalf of such waived employees, the Contractor, before commencing performance under this contract shall provide, and thereafter maintain, at least such Workmen's Compensation Insurance or the equivalent as may be required by the laws of the country of which such waived employees are nationals. The Contractor further agrees to insert in all subcontracts hereunder to which the Defense Base Act would be applicable but for the waiver, a clause similar to this paragraph (a), including this sentence, imposing on all such subcontractors a like requirement to provide such Workmen's Compensation Insurance coverage.

(b) This paragraph applies if the Contractor or any of his subcontractors employs any person who, but for a waiver granted by the Secretary of Labor, would be subject to the War Hazards Compensation Act, as amended (42 U.S.C. 1701 et seq.). On behalf of such waived employees the Contractor shall subject to reimbursement as elsewhere herein provided, afford protection the same as that provided in the War Hazards Compensation Act, except that the level of benefits shall conform to any law or international agreement controlling the benefits to which the employees may be entitled. In all other respects, the standards of the War Hazards Compensation Act shall apply; e.g., with respect to the definition of war hazard risks (injury, death, capture, or detention as the result of a war hazard as defined in the Act), proof of loss, and exclusion of benefits otherwise covered by Workmen's Compensation Insurance or equivalent. Unless the Contractor elects to directly assume the liability to subcontractor employees created by this clause, the Contractor further agrees to insert in all subcontracts hereunder to which the War Hazards Compensation Act would be applicable but for the waiver, a clause similar to this paragraph (b), including this sentence, imposing on all such subcontractors a like requirement to provide War Hazard benefits.

§ 10.405 Work on a Government installation.

(a) Except for contracts (1) of $2,500 or less, (2) where only a small amount of work is required on a Government installation (e.g., a few brief visits per month), and (3) where all work on a Government installation is to be performed outside the United States, its possessions, and Puerto Rico, insert the clause in § 7.603–10 of this chapter in all construction and architect-engineer contracts requiring work on a Government installation, and the following clause in all other contracts requiring work on a Government installation. The coverage specified in § 10.501 is the minimum insurance required and shall be included

in the clause in § 7.603–10 of this chapter or in the contract schedule. Additional coverage and higher limits may be required by the contracting officer.

* * * * *

§ 10.502 Self-insurance.

(a) Qualified programs of self-insurance covering any kind of risk may be approved where an examination of the program indicates that its application to the cost-reimbursement type contract is in the best interest of the Government. However, a program of self-insurance for workmen's compensation in any jurisdiction where workmen's compensation does not completely cover employers' liability to employees may be approved only if:

(1) The contractor also maintains an approved program of self-insurance for any employers' liability which is not so covered; or

(2) The contractor shows that the combined cost to the Government of self-insurance for workmen's compensation and commercial insurance for employers' liability will not exceed the costs of covering both kinds of risks by commercial insurance.

(b) When the clause in § 10.403(e) is required, the following clause shall also be inserted in the contract, but only if the head of a procuring activity or his designee has decided that the contractor shall not purchase insurance against the liability described in § 10.403(d)(2).

REIMBURSEMENT FOR WAR HAZARD LOSSES (JULY 1968)

(a) The Contractor's costs for assuming liability for employee protection against war hazard risks pursuant to paragraph (b) of the clause of this contract entitled "Workmen's Compensation and War Hazard Insurance" shall be an allowable cost under this contract, subject to the following:

(i) The Contractor shall submit proof of loss files to support payment or denial of each claim.

(ii) As soon as practicable, but no later than one year after the expiration or termination of this contract, unless the time shall be extended by the Contracting Officer, the Contractor shall convert each claim which has not been finally settled into a suitable arrangement under which the claim can be extinguished by the Contractor with a lump sum payment. Subject to approval by the Contracting Officer, the Contractor shall thereupon obtain necessary release documents and settle the claim by lump sum arrangement, taking into account any payments previously made.

(iii) As to any potential claim which is known to, or reasonably should be within the knowledge of, the Contractor at the time of final settlement under this contract, the Contractor shall, at that time, present to the Government a full report and evaluation, indicating as to each potential claim that a reasonable investigation of the circumstances has been made, the results thereof, an evaluation of the merits, and an estimate of the amount involved should the potential claim mature into a valid obligation.

(iv) The cost of insurance against a liability reimbursable under this clause shall not be an allowable cost or otherwise recoverable under this contract.

(b) The Government may require the Contractors to assign to the Government in the manner, at the times, and to the extent directed by the Contracting Officer all right, title and interest of the Contractor to any refund, rebate or recapture arising out of any claim settlement. The Government may handle such assigned entitlements in such manner as it deems appropriate and may recover any benefits related to claim settlements.

(c) The Contractor shall, as soon as practicable after an occurrence which appears to give rise to a claim under this portion of the contract, perform such investigations as may be appropriate and promptly notify the Contracting Officer in writing of any additional amount estimated to be necessary to be obligated on account of such claim or potential claim. In addition, the Contractor shall give the Government or its representatives immediate written notice of any suit or action filed, the cost or expense of which may be reimbursable to the Contractor under this clause. The Contractor agrees to render full assistance to the Government in connection with any third party suit or claim relating to this clause or its subject matter which the Government elects to prosecute or defend in its own behalf.

(c) The Schedule of each contract containing the clause in paragraph (b) of this section shall contain (1) the estimated cost for war hazard losses, (2) the clause in § 7.203–4(a) of this chapter appropriately limited to cover allowable war hazard cost, (3) the Examination of Records clause (§ 7.203–7 of this chapter), and (4) an entry similar to the following.

The portion of this contract providing for the Contractor to afford protection to his employees and subcontractors to their employees against war hazard risks (see the clauses entitled Reimbursement for War Hazard Losses and Workmen's Compensation and War Hazard Insurance Overseas) is on a cost-reimbursement, no fee basis, notwithstanding the basis of the remainder of the contract.

(d) The estimated cost for war hazard losses will be based upon estimates arrived at in the light of experience, taking into account the number of the contractor's employees subject to protection for war hazard risks, the level of benefits applicable to such employees, location, nature of the risks to which the contractor's employees are exposed. The amount allotted to the contract will initially be kept as small as reasonably feasible. As reports are received indicating the need to increase the allotment to a particular contract, these will be evaluated and the allotment increased as necessary. When negotiating for the inclusion in a contract of provisions applicable to war hazard risks, the contracting officer may include provisions concerning the types of foreign nationals employed by the contractor, the level of benefits applicable to them, and other pertinent provisions relating to the manner in which the program will function to the benefit of all concerned. Advance agreements pursuant to § 15.107 of this chapter may also be advantageous with respect to the levels of proof considered acceptable to justify the contractor commencing payments and being reimbursed therefor prior to the time he is able to work out, in a proper case, lump sum settlement of his obligation.

PART 11—TAXES

16. Section 11.301(a) is revised to read as follows:

§ 11.301 Applicability.

(a) As a general rule, purchases made by the Government itself are exempt from State and local sales and use taxes; similarly, personal and real property is exempt from State and local property taxes when the property is both owned and possessed by the Government. These exemptions shall be made use of to the fullest extent available when Government property is located in a State or local tax jurisdiction, or when purchases are made directly by the Government, by asserting the Government's immunity from taxation of its property by States and localities, and in case of purchases, by executing an approved tax exemption certification (see §§ 3.607–4(a) and 11.500(b) of this chapter).

* * * * *

PART 12—LABOR

17. Sections 12.101–3 (b)(3) and (d), 12.606, 12.607, and Subpart H are revised to read as follows:

§ 12.101–3 Reporting of labor disputes.

* * * * *

(b) * * *

(3) *Reports involving Air Force contracts.* The responsible military commander, the contracting officer, or the representative of either, shall submit reports as follows:

(i) Reports relating to any missile or test site or other high priority Air Force program as designated by Hq USAF or Hq AFSC shall be submitted daily by electrical transmission to Hq AFSC (SCKML) with copies to SAMSO (SMKIP–1), Norton Air Force Base, Calif. 92409; SAMSO and AFCMD both located at Air Force Unit Post Office, Los Angeles, Calif. 90045; Hq SAC (DM6B), Offutt Air Force Base, Omaha, Nebr. 68113; and Hq USAF (AFSPPDA), Washington, D.C. 20330.

(ii) Reports of disputes not directly affecting missile or test sites or other high-priority programs shall be submitted when the dispute arises and weekly thereafter to the major air command responsible for the program, contract, or activity affected. (Exception: When strikes affect AFLC programs, contracts, or activities, a copy of the report shall be sent directly to the AFLC buying activity. No copies shall be sent to Headquarters AFLC unless specifically requested.) An information copy of initial and weekly reports shall be sent to Headquarters, AFSC (SCKML), Andrews Air Force Base, Washington, D.C. 20331. Consolidated weekly reports shall be submitted by AFSC to Headquarters USAF (AFSPPDA). Initial and subsequent reports containing all the information immediately available shall be submitted promptly after a work stoppage occurs.

* * * * *

(d) In cases where the responsible individual originating the report is outside the Military Department which placed the contract, he shall give notice to the procuring office (which shall process the notice in accordance with (b)

above) and to the appropriate Departmental headquarters labor relations office (for the Army, the Labor Advisor, OASA (I&L); for the Navy, Chief of Naval Material, Attention: Labor Relations Advisor; for the Air Force, Headquarters USAF, AFSPPDA; for Defense Supply Agency, Labor Advisor, DSA).

* * * * *

§ 12.606 Procedure for obtaining exemptions with respect to stipulations required by the Act.

Section 7 of the Act permits the Secretary of Labor to make exceptions to the requirement that the representations and stipulations of section 1 of the Act be included in contracts which are subject to the Act. Applications for such exceptions shall be submitted through procurement channels with pertinent data and recommendation to the Labor Advisor, OASA (I&L) for the Army; Chief of Naval Material for the Navy; Hq. USAF (AFSPPDA) for the Air Force; Directorate, Procurement and Production, DSAH-P, for the Defense Supply Agency.

§ 12.607 Wage and Hour and Public Contracts Divisions of the U.S. Department of Labor Regional Offices—Geographical Jurisdictions and Addresses of Regional Directors.

Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont—John Fitzgerald Kennedy Federal Building, Government Center, Boston, Mass. 02203.

New Jersey and New York—907 U.S. Parcel Post Building, 341 Ninth Avenue, New York, N.Y. 10001.

Delaware, District of Columbia, Maryland, Pennsylvania—Room 1524, Jefferson Building, 1015 Chestnut Street, Philadelphia, Pa. 19107.

Alabama, Arkansas, Louisiana, Mississippi—1931 Ninth Avenue South, Birmingham, Ala. 35205.

Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin—U.S. Courthouse and Federal Office Building, Seventh Floor, 219 South Dearborn Street, Chicago, Ill. 60604.

Colorado, Iowa, Kansas, Missouri, Montana, Nebraska, North Dakota, South Dakota, Utah, Wyoming—2000 Federal Office Building, 911 Walnut Street, Kansas City, Mo. 64106.

New Mexico, Oklahoma, Texas—340 Mayflower Building, 411 North Akard Street, Dallas, Tex. 75201.

Alaska, Arizona, California, Hawaii, Idaho, Nevada, Oregon, Washington—Room 10431, 450 Golden Gate Avenue, Box 36018, San Francisco, Calif. 94102.

Kentucky, Tennessee, Virginia, West Virginia—U.S. Courthouse Building, 801 Broad Street, Nashville, Tenn. 37203.

Florida, Georgia, North Carolina, South Carolina—Room 331, 1371 Peachtree Street NE., Atlanta, Ga. 30309.

Puerto Rico—Seventh Floor, Condominio San Alberto Building, 1200 Ponce de Leon Avenue, Stop 17, Santurce, P.R. 00907.

Subpart H—Equal Opportunity

Sec.

AUTHORITY: The provisions of this Subpart H issued under secs. 2202, 2301-2314, 70A Stat. 120, 127-133; 10 U.S.C. 2202, 2301-2314.

§ 12.800 Scope of subpart.

This subpart sets forth policies and procedures for carrying out the requirements of Executive Order No. 11246 of September 24, 1965 (30 F.R. 12319), Executive Order No. 11375 of October 13, 1967 (32 F.R. 14803), and the rules and regulations of the Secretary of Labor (41 CFR Ch. 60).

§ 12.801 Policy.

(a) Executive Orders 11246 and 11375 require that all Government contracting agencies shall include the Equal Opportunity clause in all nonexempt Government contracts and shall act to insure compliance with the clause and the regulations of the Secretary of Labor to promote the full realization of equal employment opportunity for all persons, regardless of race, color, religion, sex, or national origin.

(b) Disputes related to the Equal Opportunity Program shall be handled pursuant to the provisions of the appropriate Equal Opportunity clause in Government contracts, agreements, and subcontracts, paragraph 4 of which specifies that the contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor. Those rules, regulations, and relevant orders prescribe particular procedures for handling disputed matters.

§ 12.802 Definitions.

As used in this subpart, the following terms have the meanings stated below:

(a) "Administering agency" as used in the clause means any department, agency and establishment in the Executive Branch of the Government, including any wholly owned Government corporation, which administers a program involving federally assisted construction contracts.

(b) "Applicant" means an applicant for Federal assistance involving a construction contract, or other participant in a program involving a federally assisted construction contract as determined by regulation of an administering agency. The term also includes such persons after they become recipients of such Federal assistance.

(c) "Construction work" means the construction, rehabilitation, alteration, conversion, extension, demolition, or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection and other on-site functions incidental to the actual construction.

(d) "Contract" means any Government contract or any federally assisted construction contract.

(e) "Director, OFCC," means the Director, Office of Federal Contract Compliance, U.S. Department of Labor, or any person to whom he delegates authority.

(f) "Equal Opportunity clause" means the contract provisions as set forth in § 12.804 (a) or (b), as appropriate.

(g) "Federally assisted construction contract" means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(h) "Government contract" means any agreement or modification thereof between any contracting officer of the Department of Defense and any person for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements. The term "services," as used in this paragraph includes, but is not limited to the following services: utility, construction, transportation, research, insurance, and fund depositary. The term "Government contract" does not include (1) agreements in which the parties stand in the relationship of employer and employee, and (2) federally assisted construction contracts, and (3) contracts for the sale of personal property by the Government, and for the sale or purchase of real property by the Government.

(i) "Order" means Parts II, III, and IV of Executive Order No. 11246 of September 24, 1965 (30 F.R. 12319), and any Executive order amending such order, and any other Executive order superseding such order.

(j) "Recruiting and training agency" means any person who refers workers to any contractor or subcontractor, or who provides or supervises apprenticeship or training for employment by any contractor or subcontractor.

(k) "Site of construction" means the general physical location of any building, highway, or other change or improvement to real property which is undergoing construction, rehabilitation,

alteration, conversion, extension, demolition, or repair and any temporary location or facility at which a contractor, subcontractor or other participating party meets a demand or performs a function relating to the contract or subcontract.

(l) "United States" as used herein shall include the several States, the District of Columbia, the Commonwealth of Puerto Rico, the Panama Canal Zone, and the possessions of the United States.

§ 12.803 Administration.

(a) The Secretary of Labor is responsible for the administration of Parts II and III of Executive Order No. 11246 and for the adoption of such rules and regulations and the issuance of such orders as he deems necessary and appropriate to achieve the purposes thereof. The Secretary of Labor has established within the Department of Labor an Office of Federal Contract Compliance under a Director who has been delegated authority and assigned responsibility for carrying out the responsibilities assigned to the Secretary under the order, except the power to issue rules and regulations of a general nature.

(b) The Assistant Secretary of Defense (Manpower and Reserve Affairs) ASD(M&RA) has been designated Department of Defense Contract Compliance Officer. He is responsible for securing compliance with the provisions of Parts II and III of the Executive order and the rules, regulations, and orders of the Secretary of Labor with respect to contracts entered into by the Department of Defense, and for exercising overall supervision of Department of Defense policies relating to Contract Compliance operations, for carrying out actions relating to the imposition of sanctions, and for promulgating within the Department of Defense the names of prime contractors and subcontractors who have been declared ineligible for Government contracts by the Director, OFCC, or by an Agency.

(c) The Assistant Secretary of Defense (Installations and Logistics) (ASD(I&L)) is responsible for implementing the contracting and contract administration aspects of the program other than the functions of contract compliance described in paragraph (f) of this section, including the issuance in this subchapter of appropriate procurement policies, procedures, and contract clauses.

(d) Heads of departments or agencies which award or administer contracts are responsible for assuring that the provisions of this subchapter are carried out within their respective components and for cooperating with and assisting the Department of Defense Contract Compliance Officer and his deputy in fulfilling their responsibilities. As used in this subpart, "head of department or agency" means the Secretary, Under Secretary, or any Assistant Secretary of any Military Department, the Director and Deputy Director of the Defense Supply Agency, the Director of the Defense Communications Agency, and the Director of the Defense Atomic Support Agency.

(e) The Director, Defense Supply Agency (DSA) has been designated Department of Defense Deputy Contract Compliance Officer and, under policy guidance from the ASD (M&RA), is responsible for directing operations for assuring compliance by contractors and subcontractors with the provisions of the Equal Opportunity clause and the Executive order and with the rules, regulations and orders of the Secretary of Labor thereunder.

(f) Contract Compliance Offices (CCO) have been organized at both headquarters and field levels within the Defense Supply Agency. CCOs are administered as separate components of the Defense Contract Administration Services (DCAS) and are responsible for:

(1) Developing information on contractor and subcontractor compliance, including the conduct of a program of compliance reviews, the investigations of complaints, and the conduct of preaward reviews as provided for in (i) the Executive order, (ii) the regulations of the Secretary of Labor, (iii) this subpart, and (iv) such other procedures for developing information on contractor and subcontractor compliance as may be prescribed;

(2) In the case of preaward reviews, furnishing purchasing offices determinations as to whether the prospective contractors or subcontractors are complying with the intent of the program or are willing to undertake acceptable programs for compliance; and

(3) Attempting within reasonable time limitations to secure compliance by contractors and subcontractors with the provisions of the Equal Opportunity clause through conference, conciliation, mediation and persuasion.

§ 12.804 Equal Opportunity Clause.

(a) *Government contracts.* Except as provided in § 12.805, each Department shall include the following clause in each of its contracts (and modifications thereof if the clause was not included in the original contract).

EQUAL OPPORTUNITY (JANUARY 1969)

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, 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, color, religion, sex, 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 labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, 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 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, 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 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of Paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take 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) *Federally assisted construction contracts.* Except as provided in § 12.805, each Department shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance or guarantee involving federally assisted construction:

EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION) (JANUARY 1969)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the Regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following Equal Opportunity clause:

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, 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 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, color, religion, sex, 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 advising the said labor union or workers' representatives 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 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragrap (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect he interests of the United States. The applicant further agrees it will be bound by the above Equal Opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above Equal Opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the Equal Opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the Equal Opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, of the following actions: Cancel, terminate, the administering agency may take any or all or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) *Subcontracts.* Each nonexempt prime contractor or subcontractor shall include the Equal Opportunity clause in each of its nonexempt subcontracts.

(d) *Incorporation by reference.* The Equal Opportunity clause may be incorporated by reference in (1) Government bills of lading, (2) transportation requests, (3) contracts for deposit of Government funds, (4) contracts for issuing and paying U.S. savings bonds and notes, (5) contracts and subcontracts of less than $50,000 and (6) such other contracts as the Director, OFCC, may designate.

(e) *Incorporation by operation of the order and this subpart.* By operation of the Executive order, the Equal Opportunity clause shall be considered to be a part of every contract and subcontract required by the order and this subpart to include such a clause whether or not it is physically incorporated in such contracts.

(f) *Adaptation of language.* Prime contractors and subcontractors may make necessary changes in the language of the Equal Opportunity clause to identify properly the parties and their undertakings.

§ 12.805 Exemptions.

Contracts and subcontracts are exempt from the requirements of the Equal Opportunity clause as provided in paragraphs (a) through (f) of this section.

(a) *Transactions of $10,000 or under.* Contracts and subcontracts not exceeding $10,000, other than Government bills of lading, are exempt from the requirements of the Equal Opportunity clause. In determining the applicability of this exemption to any federally assisted construction contract, or subcontract thereunder, the amount thereof rather than the amount of the Federal financial assistance shall govern. No agency, contractor, or subcontractor shall procure supplies or services in less than usual quantities to avoid applicability of the Equal Opportunity clause.

(b) *Requirements and indefinite quantity contracts and basic ordering agreements.* Requirements and indefinite quantity contracts and subcontracts thereunder and basic ordering agreements shall include the Equal Opportunity clause, except when the contracting officer (in the case of subcontractors, the prime contractor or subcontractors issuing the subcontract) determines that the amount to be ordered is not expected to exceed $10,000 in any single year. The applicability of the Equal Opportunity clause shall be determined by the contracting officer at the time of award for the first year, and annually thereafter for succeeding years, if any. Notwithstanding the above, the Equal Opportunity clause shall be applied to such contract, subcontract or basic ordering agreement whenever the amount of a single order exceeds $10,000. Once the clause is determined to be applicable, the contract, subcontract or basic ordering agreement shall continue to be subject to such clause for its duration, regardless of the amounts ordered, or reasonably expected to be ordered, in any year.

(c) *Work outside the United States.* Contracts and subcontracts are exempt from the requirements of the Equal Opportunity clause with regard to work performed outside the United States by employees who were not recruited within the United States.

(d) *Contracts with State or local governments.* The requirements of the clause in any contract or subcontract with a State or local government (or any agency, instrumentality, or subdivision thereof) shall not be applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract or subcontract.

(e) *Contracts exempted by the Secretary of Defense in the interest of national security.* (1) Any requirement set forth in this subpart shall not apply to any contract or subcontract whenever the Secretary of Defense determines that such contract or subcontract is essential to the national security and that its award without complying with such requirement is necessary to the national security.

(2) *Request for exemption.* The contracting officer shall prepare a detailed justification for such determination which shall be submitted to the ASD (M&RA) through the head of the department concerned. The ASD(M&RA) shall submit the request for exemption to the

Secretary of Defense for approval, shall notify the Director, OFCC, within 30 days of such a determination.

(f) *Specific contracts and facilities exempted by the Director, OFCC*—(1) *Specific contracts.* The Director, OFCC, may exempt an agency or person from requiring the inclusion of any or all of the Equal Opportunity clause in any specific contract or subcontract when he deems that special circumstances in the national interest so require. He may also exempt groups or categories of contracts or subcontracts of the same type where he finds it impracticable to act upon each request individually or where group exemptions will contribute to convenience in the administration of the order.

(2) *Facilities not connected with contracts.* The Director, OFCC, may exempt from the requirements of the clause any of a prime contractor's or a subcontractor's facilities which he finds to be in all respects separate and distinct from activities of the prime contractor or subcontractor related to the performance of the contract or subcontract: *Provided,* That he also finds that such an exemption will not interfere with or impede the effectuation of the order.

(3) *Special circumstances.* The Director, OFCC, may exempt a contract or subcontract when he finds that special circumstances indicate that use of either of the clauses set forth in § 12.804 in the contract or subcontract would not be in the national interest.

(4) *Request for exemptions.* The contracting officer shall submit a detailed justification for omitting or modifying the clause under subparagraphs (1), (2), or (3) of this paragraph to the ASD (M&RA).

(5) *Withdrawal of exemption by the Director, OFCC.* When any contract or subcontract is of a class exempted under this section, the Director, OFCC, may withdraw the exemption for a specific contract or subcontract or group of contracts or subcontracts when in his judgment such action is necessary or appropriate to achieve the purposes of the Order. Such withdrawal shall not apply to contracts or subcontracts awarded prior to the withdrawal. In procurements entered into by formal advertising or the various forms of restricted formal advertising, such withdrawal shall not apply unless the withdrawal is made more than 10 calendar days before the date set for the opening of the bids.

§ 12.806 Segregated facilities.

(a) *General.* In order to comply with his obligations under the Equal Opportunity clause, a prime contractor or a subcontractor must insure that facilities are provided in such a manner that segregation on the basis of race, color, religion, or national origin cannot result. He may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. His obligation extends further to insuring that his employees are not assigned to perform their services at any location under his control where the facilities are segregated. The term "facilities" as used in this subpart means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees.

(b) *Certification by prime contractors and subcontractors.* Prior to the award of any nonexempt Government contract or subcontract or Federally assisted construction contract or subcontract, each prospective prime contractor shall submit as part of his bid or offer, and each prime contractor and subcontractor shall require each nonexempt subcontractor to submit the certification set forth in § 2.201(a)(41)(ii) of this chapter.

§ 12.807 Compliance by labor unions and by recruiting and training agencies.

(a) Whenever compliance with the Equal Opportunity clause may necessitate a revision of a collective bargaining agreement, the labor union or unions which are parties to such an agreement shall be given an adequate opportunity to present their views to the Director, OFCC.

(b) The Director, OFCC, shall use his best efforts, directly and through agencies, contractors, subcontractors, applicants, State and local officials, public and private agencies, and all other available instrumentalities, to cause any labor union, recruiting and training agency or other representative of workers who are or may be engaged in work under contracts and subcontracts to cooperate with, and to comply in the implementation of, the purposes of the order.

(c) In order to effectuate the purposes of paragraph (a) of this section, the Director, OFCC, may hold hearings, public or private, with respect to the practices and policies of any such labor union or recruiting and training agency.

(d) The Director, OFCC, may notify any Federal, State, or local agency of his conclusions and recommendations with respect to any such labor organization or recruiting and training agency which in his judgment has failed to cooperate with himself, agencies, prime contractors, subcontractors, or applicants in carrying out the purposes of the order. The Director, OFCC, also may notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever he has reason to believe that the practices of any such labor organization or agency violates title VII of the Civil Rights Act of 1964 or other provisions of Federal law.

§ 12.808 General enforcement.

§ 12.808–1 Compliance reviews.

(a) The purpose of a compliance review is to determine if the prime contractor or subcontractor maintains nondiscriminatory hiring and employment practices and is taking affirmative action to insure that applicants are employed and that employees are placed, trained, upgraded, promoted, and otherwise treated during employment without regard to race, color, religion, sex, or national origin. The review shall consist of a comprehensive analysis and evaluation of each aspect of the aforementioned practices, policies, and conditions resulting therefrom.

(b) Where deficiencies are found to exist, reasonable efforts shall be made to secure compliance through conciliation and persuasion. Before the contractor can be found to be in compliance with the order, it must make a specific commitment, in writing, to correct any such deficiencies. The commitment must include the precise action to be taken and dates for completion. The time period allotted shall be no longer than the minimum period necessary to effect such changes. Upon approval of such commitment by the Contract Compliance Officer or his Deputy the contractor may be considered in compliance, on condition that the commitments are faithfully kept. The contractor shall be notified that making such commitments does not preclude future determinations of noncompliance based on a finding that the commitments are not sufficient to achieve compliance.

(c) DSA shall have the primary responsibility for the conduct of compliance reviews in accordance with the guidelines of the Director, OFCC, and shall also conduct compliance reviews in accordance with any special requests or instructions of the Director, OFCC. Compliance reviews may also be conducted by the Director, OFCC. Compliance reviews will be conducted by qualified specialists regularly involved in equal opportunity programs.

(d) When the Director, DSA, or the Director, OFCC, has reasonable cause to believe that a contractor has violated the Equal Opportunity clause, he may issue a notice requiring the contractor to show cause, within 30 days, why monitoring, enforcement proceedings, or other appropriate action to insure compliance should not be instituted.

§ 12.808–2 Preaward on site review of formally advertised supply contracts of $1 million or more.

(a) Each invitation for bids for a supply contract estimated to amount to $1 million or more shall contain the statement in § 2.201(b)(34) of this chapter, advising bidders that prior to the award of a contract in the amount of $1 million or more resulting from the invitation, the proposed contractor, and his first tier subcontractors with subcontracts of $1 million or more, will be subject to an EEO Compliance Review.

(b) (1) Prior to the award of a formally advertised supply contract of $1 million or more, the PCO shall request the performance of a compliance review of the employment practices of the prospective contractor, and all of his known first tier subcontractors with subcontracts of $1 million or more, except in those cases covered by subparagraph (3) of this paragraph or where a compliance review has been conducted within

6 months prior to the award. The PCO shall make his request to the CCO of the Defense Contract Administration Services Region (DCASR) where the prime contract is to be performed, as defined in DoD Directory of Contract Administration Services Components (DoD 4105.59–H). Where it is necessary to make the request by telephone, written confirmation shall follow. The PCO shall furnish the CCO the name of the apparently successful contractor and selected subcontractors and identify the place or places of performance of the prime and subcontracts. The CCO will be responsible for conducting the compliance review, except where Predominant Interest Agency (PIA) responsibility has been assigned to a department or agency other than the Department of Defense. In such case, the CCO shall refer the request for a compliance review to the appropriate action office.

(2) To qualify for the award of the contract, the proposed contractor and his first-tier subcontractors must be found, after such compliance review, to be in compliance with the Equal Opportunity clause; or in cases where they have no current Government contracts or subcontracts which include the clause, be found to be able to comply with the clause in the proposed contract or subcontract. If deficiencies are found the contractor, to be eligible for award, must make a written commitment to take specific corrective actions within the minimum period required to effect the necessary changes. The CCO shall notify the PCO within 10 working days of the request whether, on the basis of the review, the contractor and his first-tier subcontractors are considered to be eligible for award in terms of compliance with the EEO clause. Such notice shall be independent of that contained in DD Form 1524 (Preaward Survey of Prospective Contractor). Such notification may be made by telephone, provided it is confirmed (i) by letter in the case of a finding that the contractor is considered eligible for award, and (ii) by a copy of the full compliance review report in the case of a finding that the contractor is not considered eligible for award. If the PCO is not notified within the 10-day period and the CCO does not request an extension of time, the PCO may proceed with the award, and the DCASR office involved shall follow the procedure contained in subparagraph (4) of this paragraph. Unless an exemption has been obtained in accordance with § 12.805 (e) or (f), the PCO shall not make an award to a contractor which has been found by the DCASR involved not to be qualified for award in terms of compliance with the EEO clause.

(3) The procedures set forth in paragraph (a) of this section and in this paragraph shall not apply where it is determined at a level above the contracting officer that such procedures would delay the award beyond the time for acceptance specified in the bid, or extension thereof. In such an instance, the PCO shall so inform the DCASR–CCO and request that office to schedule a postaward review in accordance with subparagraph (4) of this paragraph.

(4) Where awards are made without a compliance review as provided in subparagraphs (2) and (3) of this paragraph, a review shall be performed by the DCSAR–CCO as soon as possible thereafter, but in no case, later than 30 days subsequent to the request for a compliance review.

(c) Upon request of the Director, OFCC, the Department of Defense shall not enter into a contract with any prospective contractor or approve the entry into a subcontract with proposed subcontractor specified by the Director, OFCC until the directions contained in the request have been complied with.

§ 12.808–3 Preaward compliance check of nonexempt contracts.

(a) Prior to entering into any nonexempt contract of $1 million or more (other than a formally advertised supply contract) the contracting officer shall notify the appropriate CCO (see § 12.808–2(b)(1)) as soon as practicable of:

(1) The name and address of the prospective prime contractor and each known subcontractor;

(2) Anticipated date of award;

(3) Whether the prime contractor and known subcontractors have previously held any Government contracts or federally assisted construction contracts subject to Executive Orders 10925, 11114, or 11246; and

(4) Whether the prime contractor has previously filed compliance reports required by Executive Orders 10925, 11114, or 11246, or by regulations of the Equal Employment Opportunity Commission (EEOC) issued pursuant to title VII of the Civil Rights Act of 1964.

(b) The CCO concerned shall review the available information relative to the prospective prime contractor's and subcontractor's equal opportunity compliance status and within 10 working days of the request notify the PCO of any deficiencies found to exist. A copy of such deficiency report shall be forwarded to the Director, OFCC, by DCAS–CCO.

(c) The PCO shall:

(1) Notify the bidder or offeror of any deficiencies found to exist by the CCO concerned; and

(2) Advise the bidder or offeror that he may consult with the CCO concerned as to actions to be taken to correct such deficiencies.

(d) A prospective prime contractor having such deficiencies shall be ineligible for the award until it has taken action or has agreed to take action satisfactory to the CCO, and the PCO has been so notified. Any such agreement to take action shall be a written commitment to take corrective action within the minimum period required to effect the necessary changes, and shall be incorporated in the contract if the CCO concerned so requires.

(e) The procedures set forth in this section shall not apply where it is determined at a level above the contracting officer that such procedures would delay the award beyond the time for acceptance specified in the bid or offer or extension thereof.

§ 12.809 Filing complaints.

(a) Complaints alleging discrimination in violation of the Equal Opportunity clause may be submitted in writing by any employee of any contractor or applicant for employment with such contractor, or by the employee's or applicant's authorized representative.

(b) Complaints should be filed with the Director, OFCC, 12th and Constitution Avenue NW., Washington, D.C. 20210, with the Director, DSA, Cameron Station, Alexandria, Va. 22314, or with any DCASR–CCO. The Director, OFCC, may refer complaints to DSA for processing, or where he considers it necessary or appropriate to the achievement of the purposes of the Executive order, he may assume jurisdiction over the matter.

(c) Complaints shall be filed not later than 180 days from the date of the alleged discrimination, unless the time for filing is extended by the Director, OFCC, or the Assistant Secretary of Defense (Manpower and Reserve Affairs).

(d) Complaints shall be signed by the complainant or his authorized representative and shall contain:

(1) Name, address, and telephone number of the complainant;

(2) Name and address of the contractor or subcontractor committing the alleged discriminatory acts;

(3) A description of the acts considered to be discriminatory;

(4) Such other pertinent information as will asist in the investigation and resolution of the complaint.

(e) Where a complaint contains incomplete information, the CCO, DCAS or the DCASR–CCO shall request the needed information promptly from the complainant. In the event such information is not furnished to the CCO, DCAS, or the DCASR–CCO within 60 days of the date of such request, the case may be closed.

(f) Complaints filed with a purchasing office or contracting Department shall be transmitted immediately to the Director, DSA, who will furnish a copy of the complaint to the Director, OFCC, within 10 days of receipt.

§ 12.810 Processing complaints.

(a) *Investigation.* The Director, DSA, shall assign the complaint for investigation to the appropriate DCASR–CCO. The CCO concerned shall be responsible for conducting the necessary complaint investigation, developing a complete case record, establishing findings, and reaching a determination regarding the disposition of the case. A complete case record consists of the name and address of each person interviewed and a summary of his statement, copies or summaries of pertinent documents, and a narrative summary of the evidence disclosed in the investigation as it relates to each violation revealed.

(b) *Reports.* The DSA shall be responsible for advising the complainant and the contractor involved of the disposition of the case. Reports of all complaint

investigations and copies of closeout letters to complainants shall be forwarded to the Director, OFCC, within 60 days from the date the case was received from the OFCC. The DSA shall advise OFCC of any cases requiring more than 60 days for processing.

(c) *OFCC actions.* Upon review of the investigation report and findings, with or without appeal by the complainant, OFCC may, as it finds appropriate, require further investigation by DSA or may disapprove DSA's action in resolving complaints if it is determined that such resolutions are not sufficient to achieve compliance.

§ 12.811 Resolution of complaints and violations.

(a) If a complaint investigation made in accordance with the provisions of § 12.810(b) shows no violation of the Equal Opportunity clause, the DSA shall so inform the Director, OFCC. The Director, OFCC, may review the findings and request further investigation by DSA or undertake such investigation as he deems appropriate.

(b) If any complaint investigation or compliance review indicates a violation of the clause, the matter shall be resolved by informal means whenever possible. Such informal means may include the holding of a compliance conference by DSA. Each prime contractor and subcontractor shall be advised that the resolution is subject to review by the Director, OFCC, and may be disapproved if he determines that such resolution is not sufficient to achieve compliance.

(c) Where any complaint investigation or compliance review indicates a violation of the equal opportunity clause and the matter has not been resolved by informal means, the Director, OFCC, or the Contract Compliance Offices for DoD with the approval of the Director, OFCC, shall afford the contractor an opportunity for a hearing. If the final decision reached in accordance with the provisions of § 12.812 is that a violation of the clause has taken place, the Director, OFCC, or ASD(M&RA) with the approval of the Director, OFCC, may cause the cancellation, termination, or suspension of any contract or subcontract, cause a contractor to be debarred from further contracts or subcontracts, or may impose such other sanctions as are authorized by the order.

(d) When a prime contractor or subcontractor, without a hearing, shall have complied with the recommendations or orders of DSA or the Director, OFCC, and believes such recommendations or orders to be erroneous, he will, upon filing a request therefor within 10 days of such compliance, be afforded an opportunity for a hearing and review of the alleged erroneous action by the Director, DSA or the Director, OFCC.

(e) For reasonable cause shown, the Director, DSA, or the Director, OFCC, may reconsider or cause to be reconsidered any matter on his own motion or pursuant to a request.

(f) In those cases where the Director, OFCC, considers it necessary or appropriate to the achievement of the purposes of the Executive order to assume jurisdiction over the matter, and notifies the DoD of any corrective action to be taken or any sanctions to be taken or any sanction to be imposed, the ASD (M&RA) shall take such action, and report the results thereof to the Director, OFCC, within the time specified.

§ 12.812 Reports and other required information.

(a) Each prime contractor shall file and each contractor and subcontractor shall cause its subcontractors to file annually complete and accurate reports on Standard Form 100 (EEO–1) promulgated jointly by the OFCC, the Equal Employment Opportunity Commission (EEOC), and Plans for Progress, or any such form as may hereafter be promulgated in its place by such date or dates and in such manner as this Joint Group may prescribe, if such prime contractor or subcontractor:

(1) Is not exempt from the provisions of this subchapter in accordance with § 12.805;

(2) Has 100 or more employees;

(3) Is a prime contractor or subcontractor at any tier; and

(4) Has a contract, subcontract or purchase order amounting to $10,000 or more, or serves as a depositary of Government funds in any amount or is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes.

(b) Each contractor or subcontractor required by this subchapter to submit reports shall file such a report with the CCO of the DCASR concerned within 30 days after the award of a contract or subcontract, unless such contractor or subcontractor has submitted such a report within 12 months preceding the date of the award. Subsequent reports shall be submitted annually in accordance with paragraph (a) of this section. The contractor or subcontractor may submit a request to the Director, OFCC, for an extension of time for filing any report.

(c) Either the Director, OFCC, or the Director, DSA, may require a prime contractor to keep employment or other records and to furnish, in the form requested, within reasonable limits, such information as the Director, OFCC, or the Director, DSA, deems necessary for the administration of the order.

(d) If the bidder or prospective prime contractor or proposed subcontractor has not so stated in its bid or offer it should state, prior to award of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity clause; and, if so, whether it has filed with the Joint Reporting Committee, the Director, OFCC, an agency, or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements. Where a bidder or offeror fails to execute the representation, the omission shall be considered a minor informality and the bidder or offeror shall be permitted to satisfy the requirement prior to award.

(e) In any case in which a bidder or prospective prime contractor or proposed subcontractor which participated in a previous contract or subcontract subject to Executive Orders 10925, 11114, or 11246 has not filed a report due under the applicable filing requirements, no contract or subcontract shall be awarded unless such contractor submits a report covering the delinquent period or such other period specified by the Director, OFCC, or the Director, DSA.

(f) A bidder or prospective prime contractor or proposed subcontractor shall be required to submit such information as the Director, DSA, or the Director, OFCC, requests prior to the award of the contract or subcontract. When a determination has been made to award the contract or subcontract to a specific contractor, such contractor shall be required, prior to the award or after the award, or both, to furnish such information as the Director, DSA, or the Director, OFCC, requests.

(g) Failure to file timely, complete, and accurate reports as required constitutes noncompliance with the prime contractor's or subcontractor's obligations under the equal opportunity clause and is basis for the imposition by the ASD(M&RA), the Director, OFCC, an applicant, prime contractor or subcontractor of any sanctions as authorized by these regulations. Any such failure shall be reported in writing to the Director, OFCC, by the DSA as soon as practicable after it occurs.

(h) Reports filed pursuant to this subpart shall be used only in connection with the administration of the order, the Civil Rights Act of 1964, or in furtherance of the purpose of the order and said Act.

§ 12.813 Hearings.

(a) *General.* Whenever a compliance investigation or compliance review indicates the existence of an apparent violation of the Equal Opportunity clause in § 12.804, the matter should be resolved by informal means, including conference, conciliation, mediation, and persuasion, whenever possible. Where the apparent violation is not resolved by informal means, the Agency, with the approval of the Director, OFCC, shall afford the contractor or subcontractor an opportunity for a hearing.

(b) *Informal hearings*—(1) *Purpose.* The Director, OFCC, or the Director, DSA, with the approval of the Director, OFCC, may convene such informal hearings as may be deemed appropriate for the purpose of inquiring into the status of compliance by any prime contractor or subcontractor with the terms of the Equal Opportunity clause.

(2) *Notice.* Contractors and subcontractors shall be advised in writing as to the time and place of the informal hearing and may be directed to bring specific documents and records, or furnish other relevant information concerning their compliance status. When so requested, the prime contractor or subcontractor shall attend and bring requested documents and records, or other requested information.

(3) *Conduct of Hearings.* Hearings shall be conducted by hearing officers appointed by the Director, OFCC, or the Director, DSA. Parties to informal hearings may be represented by counsel and shall have a fair opportunity to present any relevant material. Formal rules of evidence will not apply to such proceedings.

(c) *Formal hearings*—(1) *General procedure.* The Director, OFCC, or the Director, DSA, with the approval of the Director, OFCC, may convene formal hearings pursuant to § 12.808. Reasonable notice of a hearing shall be sent by registered mail, return receipt requested, to the last known address of the prime contractor or subcontractor complained against. Such notice shall contain the time and place of hearing, a statement of the provisions of the order and regulations pursuant to which the hearing is to be held, and a concise statement of the matters pursuant to which the action furnishing the basis of the hearing has been taken or is proposed to be taken. Copies of such notice shall be sent all agencies. Hearings shall be held before a hearing officer designated by the Director, OFCC, or the Director, DSA. Each party shall have the right to counsel, a fair opportunity to present evidence and argument and to cross examine. Wherever a formal hearing is based in whole or in part on matters subject to the collective bargaining agreement and compliance may necessitate a revision of such agreement, any labor organization which is a signatory to the agreement shall have the right to participate as a party. Any other person or organization shall be permitted to participate upon a showing that such person or organization has an interest in the proceedings and may contribute materially to the proper disposition thereof. The hearing officer shall make his proposed findings and conclusions upon the basis of the record before him.

(2) *Cancellation, termination, and debarment.* No order for cancellation or termination of existing contracts or subcontracts or for debarment from further contracts or subcontracts pursuant to section 209 of the order shall be made without affording the prime contractor or subcontractor an opportunity for a hearing. When cancellation, termination, or debarment is proposed, the following procedure shall be observed.

(i) *Notice of proposed cancellation or termination.* Whenever the Director, OFCC, or the ASD(M&RA), upon prior notification to the Director, OFCC, proposes to cancel or terminate or cause to be canceled or terminated in whole or in part, a contract or contracts or to require cancellation or termination of a subcontract or subcontracts, a notice of the proposed action, in writing and signed by the Director, OFCC, or the ASD(M&RA), will be sent to the last known address of the prime contractor or subcontractor, return receipt requested. A copy of such notice will be sent to all agencies. The prime contractor or subcontractor will be given at least 10 days from the receipt of the notice either to comply with the provisions of the contract or subcontract or to mail a request for a hearing to the Director, OFCC, or the ASD(M&RA).

(ii) *Notice of proposed ineligibility.* Whenever the Director, OFCC, or the ASD(M&RA), upon prior notification to the Director, OFCC, proposes to declare a prime contractor or subcontractor ineligible for further contracts or subcontracts under section 209 of the order, a notice of the proposed action, in writing and signed by the Director, OFCC, or the ASD(M&RA), will be sent to the last known address of the prime contractor or subcontractor, return receipt requested. A copy of such notice will be sent to all agencies. The prime contractor or subcontractor will be given at least 10 days from the receipt of such notice in which to mail a request for a hearing to the Director, OFCC, or the ASD(M&RA).

(iii) *Suspension during pendency of hearing.* Whenever the prime contractor or subcontractor requests a hearing in accordance with these provisions, its contracts or subcontracts may be suspended, in the discretion of the Director, OFCC, during the pendency of the hearing.

(iv) *Hearing request.* If at the end of the 10-day period referred to in subdivision (i) of this subparagraph, no request has been received, the Director, OFCC, may cancel, suspend, or terminate or cause to be canceled, suspended, or terminated such contracts or subcontracts. If at the end of the 10-day period referred to in subdivision (ii) of this subparagraph, no request has been received, the Director, OFCC, of the ASD(M&RA), upon prior notification to the Director, OFCC, may enter an order declaring the contractor or subcontractor ineligible for further contracts, subcontracts, or extensions or other modifications of existing contracts, until such contractor or subcontractor shall have satisfied the Director, OFCC, that he has established and will carry out personnel and employment policies and practices in compliance with the provisions of the Equal Opportunity clause.

(v) *Decision following hearing.* When the hearing is conducted by DSA, the hearing officer will make his report to the Director, DSA, who will make his recommendation to the ASD(M&RA). The decision of the ASD(M&RA) shall be final upon the approval of the Director, OFCC. When the hearing is conducted by a hearing officer appointed by the Director, OFCC, the hearing officer will make recommendations to the Director, OFCC, who will make the final decision. Parties will be furnished with copies of the hearing officer's recommendations and will be given an opportunity to submit their views.

§ 12.814 Sanctions and penalties.

(a) With the prior approval of the Director, OFCC, the following sanctions and penalties may be exercised against contractors found to be in violation of the Executive order, the regulations of the Secretary of Labor, or the clauses in § 12.804:

(1) Publication of the names of such contractors or their unions;

(2) Cancellation, termination, or suspension of the contractors' contracts or portions thereof;

(3) The debarment from future Government contracts, or extensions or modifications of existing contracts until such contractors have established and carried out personnel and employment policies in compliance with the Executive order, the regulation of the Secretary of Labor, and the compliance program of the Director, DSA.

(b) The Director, OFCC, may refer any matter arising under the Executive order to the Department of Justice or to the Equal Employment Opportunity Commission (EEOC) for the institution of appropriate civil or criminal proceedings.

(c) The above sanctions and penalties may be exercised by the Director, OFCC, or the ASD(M&RA) against any prime contractor, subcontractor or applicant who fails to take all necessary steps to insure that no person intimidates, threatens, coerces, or discriminates against any individual for the purpose of interfering with the filing of a complaint, furnishing information, or assisting or participating in any manner in an investigation, compliance review, hearing, or any other activity related to the administration of the Executive order or any other Federal, State, or local laws requiring equal employment opportunity.

(d) Those declared ineligible under paragraph (a) or (c) of this section may request reinstatement in a letter directed to the Director, OFCC. In connection with the reinstatement proceedings, the prime contractor or subcontractor shall be required to show that it has established and will carry out employment policies and practices in compliance with the Equal Opportunity clause.

§ 12.815 Affirmative action compliance programs.

(a) *Requirements of programs.* Each department will require each prime contractor who has 50 or more employees and a contract of $50,000 of more, and each prime contractor and subcontractor shall require each subcontractor who has 50 or more employees and a subcontract of $50,000 or more to develop a written affirmative action compliance program for each of its establishments. A necessary prerequisite to the development of a satisfactory affirmative action program is the identification and analysis of problem areas inherent in minority employment and an evaluation of opportunities for utilization of minority group personnel. The contractor's program shall provide in detail for specific steps to guarantee equal employment opportunity keyed to the problems and needs of members of minority groups, including, when there are deficiencies, the development of specific goals and time tables for the prompt achievement of full and equal employment opportunity. Each contractor shall include in his affirmative action compliance program a table of job classifications. This table should include but need not be limited to job titles, principal duties (and auxiliary duties, if any), rates of pay, and

where more than one rate of pay applies (because of length of time in the job or other factors) the applicable rates. The affirmative action compliance program shall be signed by an executive official of the contractor.

(b) *Evaluation.* The evaluation of utilization of minority group personnel shall include the following.

(1) An analysis of minority group representation in all job categories.

(2) An analysis of hiring practices for the past year, including recruitment sources and testing, to determine whether equal employment opportunity is being afforded in all job categories.

(3) An analysis of upgrading, transfer, and promotion for the past year to determine whether equal employment opportunity is being afforded.

(c) *Maintenance of records.* Within 120 days from the commencement of the contract, each contractor shall maintain a copy of separate affirmative action compliance programs for each establishment, including evaluation of utilization of minority group personnel and the job classification tables, at each local office responsible for the personnel matters of such establishment. An affirmative action compliance program shall be part of the manpower and training plans for each new establishment and shall be developed and made available prior to the staffing of such establishment. A report of the results of such program shall be compiled annually and the program shall be updated at that time. This information shall be made available to representatives of the Director, DSA, or the Director, OFCC, upon request and the contractor's affirmative action program, and the result it produces shall be evaluated as part of compliance review activities.

§ 12.816 Solicitations or advertisements for employees.

In solicitations or advertisements for employee placed by or on behalf of a prime contractor or subcontractor, the requirements of paragraph (2) of the Equal Opportunity clause shall be satisfied whenever the prime contractor or subcontractor complies with any of the following:

(a) States expressly in the solicitations or advertising that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin;

(b) Uses display or other advertising, and the advertising includes an appropriate insignia prescribed by the Director, OFCC. The use of the insignia is considered subject to the provisions in 18 U.S.C. 701;

(c) Uses a single advertisement, and the advertisement is grouped with other advertisements under a caption which clearly states that all employers in the group assure all qualified applicants equal consideration for employment without regard to race, color, religion, sex, or national origin;

(d) Uses a single advertisement in which appears in clearly distinguishable type the phrase "An Equal Opportunity Employer."

§ 12.817 Notices to be posted.

(a) Paragraphs (1) and (3) of the Equal Opportunity clauses in § 12.804 require prime contractors and subcontractors to post notices which set forth the provision of the clauses. Unless alternative notices are prescribed by the Director, OFCC, or by the Director, DSA, with the approval of the Director, OFCC, the contracting officer shall furnish to contractors appropriate numbers of copies of the notice entitled "Equal Employment Opportunity is the Law". The notices are available in either English or Spanish versions. Stock numbers for these notices, as listed in the GSA Stores Stock Catalog, are 7690-926-8988 (English) and 7690-926-9118 (Spanish). Contracting officers shall obtain these notices in accordance with Departmental procedures. Prime contractors shall obtain from contracting officers copies for first and other tier subcontractors as necessary.

(b) The requirement of paragraph (3) of the Equal Opportunity clause shall be satisfied whenever the prime contractor or subcontractor posts copies of the notification prescribed by or pursuant to paragraph (a) of this section in conspicuous places available to employees, applicants for employment and representatives of each labor union or other organization representing his employees with which he has a collective bargaining agreement or other contract or understanding.

§ 12.818 Access to records of employment.

Each prime contractor and subcontractor shall permit access during normal business hours to his books, records, and accounts pertinent to compliance with the order, and all rules and regulations promulgated pursuant thereto, for purposes of investigation to ascertain compliance with the Equal Opportunity clause of the contract or subcontract. Information obtained in this manner shall be used only in connection with the administration of the order, the administration of the Civil Rights Act of 1964, and in furtherance of the purposes of the order and that Act.

§ 12.819 Rulings and interpretations.

Rulings under or interpretations of the order or the regulations of the Department of Labor shall be made by the Secretary of Labor or his designee.

§ 12.820 Existing contracts and subcontracts.

All contracts and subcontracts in effect prior to October 24, 1965, which are not subsequently modified shall be administered in accordance with the nondiscrimination provisions of any prior applicable Executive orders. Any contract or subcontract modified on or after October 24, 1965, shall be subject to Executive Order 11246, as amended. Complaints received by and violations coming to the attention of agencies regarding contracts and subcontracts which were subject to Executive Orders 10925 and 11114 shall be processed as if they were complaints regarding violations of Executive Order 11246.

PART 13—GOVERNMENT PROPERTY

18. Section 13.301 is revised; in § 13.702(a), the clause heading and clause paragraph (f) are revised; in § 13.703, the clause heading and clause paragraphs (f) and (g)(1)(ii) are revised; in § 13.706(a), the clause heading and clause paragraphs (f) and (g)(1)(ii) are revised; and in § 13.707(a), the clause heading and clause paragraphs (f) and (g)(1)(ii) are revised, as follows:

§ 13.301 Providing facilities.

(a) It is the policy of the Department of Defense that contractors will furnish all facilities required for the performance of Government contracts. Facilities will not be provided to contractors for expansion, replacement, modernization or other purpose except as follows:

(1) For use in a Government-owned contractor operated plant operated on a cost plus fixed fee basis;

(2) For mobilization production of items being procured in accordance with an approved mobilization plan (ASOD) package; or

(3) When—

(i) The Secretary of the Department or his designee, in the case of new facilities, or an authorized official of the Department in the case of existing Government-owned facilities, determines that: The Defense contract cannot be fulfilled by any other practical means, or it is in the public interest; and

(ii) The contractor, represented by an executive corporate official, or his equivalent in noncorporate entities, either expresses in writing his unwillingness or financial inability to acquire the necessary facilities with his resources, or explains in writing that time will not permit him to make the necessary arrangements to obtain timely delivery of such facilities to meet defense requirements even though he is willing and financially able to acquire the facilities. In this latter case, existing Government-owned facilities (not new purchases) may be provided until the contractor purchased facilities are delivered and installed.

New facilities shall not be furnished unless existing Government-owned facilities are either inadequate or cannot be economically furnished. A copy of the contractor's written statement, with a brief statement of the circumstances justifying the provision of facilities, shall be furnished to the Office of the Assistant Secretary of Defense (I&L), Attention: WS. A copy must also accompany the request for facilities approval pursuant to § 13.302.

(b) In any case, competitive solicitations shall not include an offer by the Government to provide new facilities, nor shall solicitations offer to furnish existing Government facilities that must be moved into plants of contractors unless adequate price competition cannot be

otherwise obtained. In the latter case, the contractor statement under paragraph (a)(3)(ii) of this section shall not be required, but contractors shall be required to identify the Government-owned facilities desired to be moved into their plants.

(c) New facilities shall not be provided by the Government where an economical, practical and appropriate alternative exists. Examples include:

(1) Procuring from sources not requiring Government-owned facilities;

(2) Requiring the contractors to make full utilization of subcontractors possessing adequate and available capacity;

(3) Having the contractor rent facilities from commercial sources; and

(4) Using existing Government-owned facilities.

(d) New construction or improvements having general utility shall not be provided with appropriations for research or development unless authorized by law.

(e) Facilities shall not be provided by the Government to contractors under this part solely for nongovernment use.

(f) Prior to acquiring new facilities listed in the joint DoD handbooks reference in § 13.312 and having an item acquisition cost of $1,000 or more, DoD Industrial Plant Equipment Requisition (DD Form 1419) shall be submitted to the Defense Industrial Plant Equipment Center, Memphis, Tenn. 38102, to ascertain whether existing Government-owned facilities can be utilized. No acquisition of any listed item shall be made until a certificate of nonavailability is received from the Defense Industrial Plant Equipment Center. Prior, however, to issuing a certificate of nonavailability, DIPEC shall determine if technical data (e.g., parts listings, maintenance, overhaul and repair manuals, wiring diagrams, etc.) required for use in the maintenance and repair of the new facilities, is available at the Defense Depot Mechanicsburg. If it is determined that such data is not available at the time of issuance of the nonavailability certificate for equipment, DIPEC may request, by an appropriate instruction in block 51 of DD Form 1419, that an additional set of the technical (maintenance) data be acquired with the new facilities when they are procured. This additional set of data shall be delivered to the Defense Depot Mechanicsburg, Mechanicsburg, Pa. 17055, Attention: Technical Data Library. When warranted by the urgency of the situation, requests for screening may be submitted to DIPEC by whatever means determined expedient. When submitting urgent screening requirements other than on a DD Form 1419, the following elements of information must be furnished for each item of equipment:

(1) Case number;

(2) PEC/SCC/FSN;

(3) Description data sufficient to enable DIPEC to make an urgency determination of availability;

(4) Date item required;

(5) Name and address of requiring agency;

(6) Contract, appendix, item number, and program;

(7) Statement as to whether item is for production or mobilization, replacement, or modernization, whether item will be procured if not available from DIPEC, and date of availability from procurement; and

(8) Assigned urgency rating.

Upon notification of availability by DIPEC, a DD Form 1419 will be submitted to DIPEC for each item accepted by the requestor. However, if DIPEC does not have the item available, or cannot furnish the item within the time specified by the requestor, DIPEC will furnish a statement of nonavailability including a certificate number. This statement will be the official Certificate of Nonavailability and will conform that the plant equipment item has been screened against the idle inventory.

(g) The proposed acquisition of automatic data processing equipment as defined in § 1.201-29 of this chapter shall be:

(1) Submitted on DD Form 1419 through the Administrative Contracting Officer to Headquarters, Defense Supply Agency, Attention: DSAH-LSR, Cameron Station, Alexandria, Va. 22314;

(2) Approved by the Senior ADPE policy official of the Department or Agency which generated the requirement for the contract end item; in the case of ADPE to be acquired on a noncompetitive basis, the request for approval shall be forwarded to the Assistant Secretary of Defense (Comptroller) through the Senior ADPE policy official. Approval action is not required for any acquisition of punched card machines (PCM's), or for acquisition of other ADPE where the purchase costs are less than $100,000.

§ 13.702 Government property clause for fixed-price contracts.

(a) * * *

GOVERNMENT PROPERTY (FIXED PRICE) SEPTEMBER 1968)

* * * * *

(f) *Utilization, maintenance and repair of Government property.* The Contractor shall maintain and administer, in accordance with sound industrial practice, and in accordance with applicable provision of Appendix B, a program for the utilization, maintenance, repair, protection, and preservation of Government property, until disposed of by the Contractor in accordance with this clause. In the event that any damage occurs to Government property the risk of which has been assumed by the Government under this contract, the Government shall replace such items or the Contractor shall make such repair of the property as the Government directs: *Provided, however,* That if the Contractor cannot effect such repair within the time required, the Contractor shall dispose of such property in the manner directed by the Contracting Officer. The contract price includes no compensation to the Contractor for the performance of any repair or replacement for which the Government is responsible, and an equitable adjustment will be made in any contractual provisions affected by such repair or replacement of Government property made at the direction of the Government, in accordance with the procedures provided for in the "Changes" clause of this contract. Any repair or replacement for which the Contractor is responsible under the provisions of this contract shall be accomplished by the Contractor at his own expense.

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§ 13.703 Government property clause for cost-reimbursement contracts.

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GOVERNMENT PROPERTY (COST-REIMBURSEMENT) (SEPTEMBER 1968)

* * * * *

(f) *Utilization, maintenance, and repair of Government property.* The Contractor shall maintain and administer, in accordance with sound industrial practice, and in accordance with applicable provisions of Appendix B, a program for the utilization, maintenance, repair, protection and preservation of Government property so as to assure its full availability and usefulness for the performance of this contract. The Contractor shall take all the reasonable steps to comply with all appropriate directions or instructions which the Contracting Officer may prescribe as reasonably necessary for the protection of Government property.

(g) *Risk of loss.* (1) * * *

(ii) Which results from a failure on the part of the Contractor, due to the willful misconduct or lack of good faith on the part of any of his directors, officers, or other representatives mentioned in subparagraph (i) above—

(A) To maintain and administer, in accordance with sound industrial practice, the program for utilization, maintenance, repair, protection and preservation of Government property as required by paragraph (f) hereof, or

(B) To take all reasonable steps to comply with any appropriate written directions of the Contracting Officer under paragraph (f) hereof;

* * * * *

§ 13.706 Government property clause for fixed-price type contracts with nonprofit institutions.

(a) * * *

GOVERNMENT PROPERTY (FIXED PRICE, NONPROFIT) (SEPTEMBER 1968)

* * * * *

(f) *Utilization, maintenance, and repair of Government property.* The Contractor shall maintain and administer, in accordance with sound business practice, and in accordance with applicable provisions of Appendix C, a program for the utilization, maintenance, repair, protection, and preservation of Government property, until disposed of by the Contractor in accordance with this clause. In the event that any damage occurs to Government property the risk of which has been assumed by the Government under this contract, the Government shall replace such items or the Contractor shall make such repair of the property as the Government directs; *provided,* however, that if the Contractor cannot effect such repair within the time required, the Contractor may reject such property. The contract price includes no compensation to the Contractor for the performance of any repair or replacement for which the Government is responsible, and an equitable adjustment will be made in any contractual provision affected by the repair or replacement of Government property made at the direction of the Government. Any repair or replacement for which the Contractor is responsible under the provisions of this contract shall be accomplished by the Contractor at his own expense.

(g) *Risk of loss.* (1) * * *

(ii) Which results from a failure on the part of the Contractor, due to the willful misconduct or lack of good faith on the part

of any of his directors, officers, or other representatives mentioned in subparagraph (i) above, to maintain and administer, in accordance with sound business practice, the program for the utilization, maintenance, repair, protection, and preservation of Government property as required by paragraph (f) above;

* * * * *

§ 13.707 Government property clause for cost-reimbursement type research and development contracts with nonprofit institutions.

(a) * * *

GOVERNMENT PROPERTY (COST-REIMBURSEMENT, NONPROFIT) (SEPTEMBER 1968)

* * * * *

(f) *Utilization, maintenance, and repair of Government property.* The Contractor shall maintain and administer, in accordance with sound business practice, and in accordance with applicable provisions of Appendix C, a program for the utilization, maintenance, repair, protection and preservation of Government property so as to assure its full availability and usefulness for the performance of this contract. The Contractor shall take all reasonable steps to comply with all appropriate directions or instructions which the Contracting Officer may prescribe as reasonably necessary for the protection of the Government property.

(g) *Risk of loss.* (1) * * *

(ii) Which results from a failure on the part of the Contractor, due to the willful misconduct or lack of good faith on the part of any of his directors, officers, or other representatives mentioned in (i) above, (A) to maintain and administer, in accordance with sound business practice, the program for the utilization, maintenance, repair, protection, and preservation of Government property as required by (f) above, or (B) to take all reasonable steps to comply with any appropriate written directions of the Contracting Officer under (f) above;

* * * * *

PART 14—PROCUREMENT QUALITY ASSURANCE

19. New §§ 14.702–1 and 14.702–2 are added, as follows:

§ 14.702–1 NATO quality control system requirements for industry.

The NATO Standardization Agreement (STANAG) 4108—NATO Quality Control System Requirements for Industry AQAP–1 sets forth details of an agreement among NATO nations with an objective to standardize the application of Allied Quality Assurance Publication No. 1 (AQAP–1). In accordance with STANAG 4108 participant agrees to:

(a) Encourage suppliers of defense materiel and services to establish Quality Control Systems in accordance with the principles outlined in AQAP–1;

(b) Consider compliance with AQAP–1 a basic factor when selecting suppliers of defense materiel in NATO cooperative projects;

(c) Use AQAP–1 as a guide for evaluating a supplier's Quality Control System when so requested by another NATO country, which is considering placing a contract with that supplier.

This agreement has been ratified by the United States and other nations in NATO. The Military Departments may request NATO nations to assure compliance with AQAP–1 in the performance of quality assurance in accordance with STANAG 4107. They will also assure compliance with AQAP–1 when so requested by a participating NATO nation.

§ 14.702–2 NATO Quality Assurance Handbook AQAP–2.

NATO Quality Control System Requirements for Industry (AQAP–1) establishes requirements for a contractor's quality control system (14–702.1). AQAP–2, Guide for Evaluation of a Contractor's Quality Control System for Compliance with AQAP–1, has been prepared to assist Quality Assurance Representatives of NATO countries to administer the provisions of AQAP–1. AQAP–2 is not to be incorporated into contracts, but is to be used as guidance to Government Quality Assurance personnel when performing quality assurance for NATO countries in accordance with STANAG 4107 to insure contractor's conformance to AQAP–1.

PART 15—CONTRACT COST PRINCIPLES AND PROCEDURES

20. Section 15.303–3 is revised to read as follows:

§ 15.303–3 Reasonable costs.

A cost may be considered reasonable if the nature of the goods or services acquired or applied, and the amount involved therefor, reflect the action that a prudent person who would have taken under the circumstances prevailing at the time the decision to incur the cost was made. Major considerations involved in the determination of the reasonableness of a cost are: (a) Whether or not the cost is of a type generally recognized as necessary for the operation of the institution or the performance of the research agreement; (b) the restraints or requirements imposed by such factors as arm's length bargaining, Federal and State laws and regulations, and research agreement terms and conditions; (c) whether or not the individuals concerned acted with due prudence in the circumstances, considering their responsibilities to the institution, its employees, its students, the Government, and the public at large; and (d) the extent to which the actions taken with respect to the incurrence of the cost are consistent with established institutional policies and practices applicable to the work of the institution generally, including Government research.

PART 16—PROCUREMENT FORMS

21. Sections 16.604, 16.803–1(c), and 16.803–4 are revised, and § 16.813–3 is revoked, as follows:

§ 16.604 Requisition and Invoice/Shipping Document (DD Form 1149).

DD Form 1149 is prescribed for use in accordance with §§ 5.1108–1 and 24.301–5 of this chapter.

§ 16.803–1 Construction contracts.

* * * * *

(c) (1) The weekly payroll statement required by the contract clauses prescribed by §§ 18.703–1 or 18.703–3 of this chapter shall be in one of the following forms:

(i) "Payroll (For Contractor's Optional Use)," Form WH–347 (1/68) U.S. Department of Labor.

(ii) "Statement of Compliance," DD Form 879.

(iii) The contractor's own combined payroll-statement form, provided the statement is produced in exactly the language of Form WH–347 or DD Form 879 and the signer certifies on the statement: "The language of this statement is exactly the language of _____".

(2) A supply of DD Forms 879 may be furnished to the contractors for their use. Forms WH–347 may be purchased from the Government Printing Office.

§ 16.803–4 Employer Information Report EEO–1 (Standard Form 100).

Standard Form 100 is prescribed for use in accordance with § 12.812(a) of this chapter.

§ 16.813–3 Forms superseded. [Revoked]

PART 18—PROCUREMENT OF CONSTRUCTION AND CONTRACTING FOR ARCHITECT-ENGINEER SERVICES

22. Sections 18.108–2, 18.303–1, 18.303–2, and 18.303–3 are revised; § 18.303–4 is revoked; § 18.305–1(a) is revised; and in § 18.703–1(d), the clause heading and clause paragraph (b) are revised, as follows:

§ 18.108–2 Architect-engineer contracts.

An independent Government estimate of the cost of architect-engineer services in the same detail as if the Government were submitting a proposal shall be prepared prior to the negotiation of each proposed contract or modification thereto, affecting price, expected to exceed $2,500 in amount. The cost breakdown figures in the Government estimate may not be disclosed prior to negotiations; but, these cost breakdown figures may be revealed during negotiations to the extent deemed necessary for arriving at a fair and reasonable price, and: *Provided, however,* That the overall amount of the Government estimate is not disclosed.

§ 18.303–1 Fixed-price construction and architect-engineer contracts.

The guidance set forth in § 3.808 of this chapter, while not required, may be used in considering profit as an element of price under fixed-price construction and architect-engineer contracts.

§ 18.303–2 Cost-reimbursement type construction contracts.

(a) The fees of prime contractors under cost-plus-a-fixed-fee construction contracts shall be established in accordance with departmental procedures.

(b) The target fee of prime contractors in incentive fee contracts shall be established using the criteria and fee schedules provided for under depart-

mental procedures as a guide in conjunction with the reasonableness of the target cost, the maximum and minimum fees to be established and the fee adjustment formula.

(c) Limitations on fees in both of the above type contracts are set forth in § 3.405–6(c)(2) of this chapter.

§ 18.303–3 Cost-reimbursement type architect-engineer contracts.

(See Subpart D of this part.) The fees under cost-reimbursement type architect-engineer contracts shall be established in accordance with applicable criteria provided in departmental procedures.

§ 18.303–4 Cost-reimbursement type architect-engineer contracts. [Revoked]

§ 18.305–1 Fixed-price type contracts.

(a) On all fixed-price type construction procurement in excess of $10,000 and for all modifications to construction contracts involving $10,000 or more, whether by increase or decrease in price or a combination of both, a Government estimate shall be prepared. (See § 18.-108–1.) For all fixed-price architect-engineer contracts in excess of $2,500 and for all modifications to architect-engineer contracts involving $2,500 or more, whether by increase or decrease in price or a combination of both, a Government estimate shall be prepared. (See § 18.108–2.)

* * * * *

§ 18.703–1 Clauses for general use.

* * * * *

(d) *Payrolls and basic records.*

PAYROLLS AND BASIC RECORDS (JUNE 1969)

* * * * *

(b) The Contractor shall submit weekly a copy of all payrolls to the Contracting Officer. The Government Prime Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The copy shall be accompanied by a statement signed by the Contractor indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor, and that the classifications set forth for each laborer or mechanic conform with the work he performed. Weekly Submission of the "Statement of Compliance" required under this contract and the Copeland Regulations of the Secretary of Labor (29 CFR, Part 3) shall satisfy the requirement for submission of the above statement. The Contractor shall submit also a copy of any approval by the Secretary of Labor with respect to fringe benefits which is required by paragraph (c) of the clause entitled "Davis-Bacon Act."

* * * * *

PART 22—SERVICE CONTRACTS

23. Section 22.102–2 is revised to read as follows:

§ 22.102–2 Criteria for recognizing personal services.

There are no definitive rules for characterizing particular services as "personal" or "nonpersonal." There are many factors involved, all of which are not of equal importance. The characterization of services in a particular case cannot be made by simply counting factors, but can only be the result of a balancing of all the factors in accordance with their relative importance. The following factors shall be considered, as well as any others which are relevant (some of the following factors include parenthetical explanations or qualifications which indicate the type of judgment that the contracting officer should exercise):

(a) The nature of the work—

(1) To what extent the Government can obtain civil servants to do the job, or whether the contractor has specialized knowledge or equipment which is unavailable to the Government (this is a factor which might be useful in a doubtful case, but should not in its self create doubt about services which are otherwise clearly nonpersonal);

(2) To what extent the services represent the discharge of a governmental function which calls for the exercise of personal judgment and discretion on behalf of the Government (this factor, if present in a sufficient degree, may alone render the services personal in nature); and

(3) To what extent the requirement for services to be performed under the contract is continuing rather than short-term or intermittent (this is a factor which might be useful in a doubtful case, but should not in its self create doubt about services which are, otherwise clearly nonpersonal);

(b) Contractual provisions concerning the contractor's employees (in considering the following, it should be noted that supervision and control of the contractor or his employees, if present in a sufficient degree, may alone render the services personal in nature)—

(1) To what extent the Government specifies the qualifications of, or reserves the right to approve, individual contractor employees (but granting or denying security clearance and providing for necessary health qualifications are always permissible controls over contractor employees; also, it is permissible to some extent to specify in the contract the technical and experience qualifications of contractor employees, if this is necessary to assure satisfactory performance);

(2) To what extent the Government reserves the right to assign tasks to and prepare work schedules for contractor employees during performance of the contract (this does not preclude inclusion in the contract, at its inception, of work schedules for the contractor, or the establishment of a time of performance for orders issued under a requirements or other indefinite delivery-type contract);

(3) To what extent the Government retains the right (whether actually exercised or not) to supervise the work of the contractor employees, either directly or indirectly;

(4) To what extent the Government reserves the right to supervise or control the method in which the contractor performs the service, the number of people he will employ, the specific duties of individual employees, and similar details (however, it is always permissible to provide in the contract that the contractor's employees must comply with regulations for the protection of life and property; also, it is permissible to specify a recommended, or occasionally even a minimum, number of people the contractor must employ, if this is necessary to assure performance—but in that event it should be made clear in the contract that this does not in any way minimize the contractor's obligation to use as many employees as are necessary for proper contract performance);

(5) To what extent the Government will review performance by each individual contractor employee, as opposed to reviewing a final product on an overall basis after completion of the work;

(6) To what extent the Government retains the right to have contractor employees removed from the job for reasons other than misconduct or security;

(c) Other provisions of the contract—

(1) Whether the services can properly be defined as an end product;

(2) Whether the contractor undertakes a specific task or project that is definable either at the inception of the contract or at some point during performance, or whether the work is defined on a day-to-day basis (however, this does not preclude use of a requirements or other indefinite delivery-type contract, provided the nature of the work is specifically described in the contract, and orders are formally issued to the contractor rather than to individual employees);

(3) Whether payment will be for results accomplished or solely according to time worked (this is a factor which might be useful in a doubtful case, but should not in itself create doubt about services which are otherwise clearly nonpersonal); and

(4) To what extent the Government is to furnish the office or working space, facilities, equipment, and supplies necessary for contract performance (this is a factor which might be useful in a doubtful case, but should not in itself create doubt about services which are otherwise clearly nonpersonal); and

(d) Administration of the contract—

(1) To what extent the contractor employees are used interchangeably with Government personnel to perform the same functions;

(2) To what extent the contractor employees are integrated into the Government's organizational structure; and

(3) To what extent any of the elements in paragraphs (b) and (c) of this section are present in the administration of the contract, regardless of whether they are provided for by the terms of the contract.

PART 23—SUBCONTRACTING POLICIES AND PROCEDURES

24. In § 23.202(a), a new subparagraph (12) is added, as follows:

§ 23.202 Consent to subcontracts.

(a) * * *

(12) Whether consideration was given to the solicitation of small business and labor surplus areas subcontract sources.

* * * * *

PART 24—DISPOSITION OF PERSONAL PROPERTY IN POSSESSION OF CONTRACTORS

25. Sections 24.102(b), 24.201–2(b), 24.203–1(e), 24.203–7(a), 24.205–3(a), and 24.205–4(b)(3) are revised to read as follows:

§ 24.102 Duties and responsibilities of plant clearance officer.

* * * * *

(b) Accepting or rejecting inventory schedules and DD Form 1342;

* * * * *

§ 24.201–2 General restrictions on contractor's authority.

* * * * *

(b) A contractor, when authorized to sell contractor inventory, shall not sell such inventory to persons known by him to be: (1) Under 21 years of age; (2) a civilian employee of the Department of Defense or the U.S. Coast Guard whose duties include any functional or supervisory responsibility for or within the Defense Property Disposal Program, or for the disposal of contractor inventory; (3) a member of the Armed Forces of the United States including the U.S. Coast Guard whose duties include any functional or supervisory responsibility for or within the Defense Property Disposal Program, or for the disposal of contractor inventory; or (4) an agent, employee or immediate member of the household of personnel in subparagraphs (2) and (3) of this paragraph.

* * * * *

§ 24.203–1 Submission of inventory schedules.

* * * * *

(e) Industrial Plant Equipment (IPE) (see § 13.312 of this chapter) shall be reported on DD Form 1342, DoD Property Record, and processed in accordance with § 24.205–3.

§ 24.203–7 Acceptance of inventory schedules.

(a) Upon receipt of inventory schedules from the contractor, the plant clearance officer shall review the schedules and determine their acceptability. If the schedules are acceptable, the plant clearance officer shall within 15 days execute and transmit to the contractor a DD Form 1637, Notice of Acceptance of Inventory. If any inventory schedule or DD Form 1342 is found to be inadequate, the plant clearance officer shall notify the contractor in writing of the deficiencies within 15 days of the receipt of such schedules. The contractor shall be required to correct or supplement the schedules or DD Form 1342 as to the items which are deficient. Inventory schedules shall not be rejected if the information contained therein is adequate for disposal purposes, even if complete cost data on work in process are not available. Rejection of an inventory schedule shall be limited when possible to specific items thereon and shall not necessarily render the entire schedule unacceptable. Should substantial errors develop which were not apparent from termination inventory schedules previously deemed acceptable, the final phase of a plant clearance period shall not commence until corrected schedules have been submitted, unless the plant clearance officer determines that no unwarranted delay in disposal operations was occasioned thereby.

* * * * *

§ 24.205–3 Procedures for industrial plant equipment.

(a) *Reporting idle industrial plant equipment.* Industrial plant equipment, identified in § 13.312 of this chapter and having an acquisition cost of $1,000 or more, shall be listed on DD Form 1342, DoD Property Record (see item 306.1 in §§ 30.2 and 30.3 of this chapter, and F–200.1342). The DD Form 1342 shall be prepared by the contractor and submitted to the assigned Government property administrator for appropriate review and transmittal to the plant clearance officer. Upon receipt of acceptable DD Form 1342, the plant clearance officer will designate the 75th day from that date as the ARD, with the 90th day from that date as the SCD. The ARD will be entered in block 24 of the DD Form 1342 and shall not be extended, except as provided in paragraph (e) of this section. The plant clearance officer will forward two copies of the DD Form 1342 to the Defense Industrial Plant Equipment Center, Memphis, Tenn. 38102, for all industrial plant equipment in condition codes other than "X." Condition code "X" industrial plant equipment shall be processed in accordance with § 24.205–1(e). The DD Form 1342 shall be forwarded to DIPEC within 10 calendar days after becoming idle. No other distribution of this form will be made by the plant clearance officer.

* * * * *

§ 24.205–4 Special screening procedures.

* * * * *

(b) *Standard components of special test equipment.* * * *

(3) Standard components, except those categorized as industrial plant equipment, which have not been selected by the contractor or the procuring or requiring departments shall be screened in accordance with § 24.205–2(b). If the standard components are categorized as industrial plant equipment which can be economically removed and reused, and have not been annotated for retention by the contractor, DD Forms 1342 shall be prepared and submitted to the plant clearance officer concurrently with the DD Form 545. The plant clearance officer shall hold the DD Form 1342 in suspense until screening of the composite unit has been completed and if there are no requirements for the composite unit, the DD Forms 1342 will be submitted to DIPEC for screening as industrial plant equipment in accordance with § 24.205–3.

* * * * *

26. Sections 24.301–2 and 24.301–6 are revised; in § 24.302–4, the introductory text and paragraph (b) are revised; and in § 24.302–7, the section heading and paragraph (a) are revised, as follows:

§ 24.301–2 Standard Form 120, Reporting of Excess Personal Property.

This form shall be used as a cover form for transmitting inventory schedules to all screening activities except DIPEC. A form letter prepared in accordance with § 24.302–7 will be used to forward DD Forms 1342 to DIPEC for screening. However, Standard Form 120 may be used for this purpose (see F–100.120 and §§ 24.205–2 and 24.302–6).

§ 24.301–6 DD Form 1342, DoD Property Record.

This form shall be used to report idle industrial plant equipment to DIPEC for worldwide screening. (See F–200.1342 and § 24.205–3; see DSAM 4215.1, AFM 78–1, NAVSUP PUB 5009, AR 700–43, for instructions on how to prepare this form.)

§ 24.302–4 Instructions for establishing a plant clearance case.

Upon receipt of acceptable inventory schedules or DD Form 1342 from the contractor or from other Government sources provided by this part, the plant clearance officer shall assign a plant clearance case number in accordance with § 24.302–5 and establish a plant clearance case file. The case number, contractor's name, and contract number shall be identified on the case folder. Termination inventory shall be identified with the word "Termination" on the outside of the case folder to insure priority handling. Separate submissions of inventory schedules and DD Forms 1342, applicable to one contract at the same location, shall be consolidated, whenever possible, under one plant clearance case. The plant clearance case file, as a minimum, shall contain the following:

* * * * *

(b) Copy of inventory schedules or DD Form 1342 (The copy of the inventory schedule will be annotated by the plant clearance officer to reflect all disposal actions accomplished. Upon completion of all plant clearance actions, this copy should reflect disposition of all inventory reported for plant clearance action.);

* * * * *

§ 24.302–7 Form Letter for Transmitting DD Form 1342 to DIPEC.

The following minimum information shall be included in the letter:

(a) The number of DD Form 1342 included;

* * * * *

PART 26—CONTRACT MODIFICATIONS

27. A new Part 26, titled as above, is added to this subchapter, as follows:

Sec.

26.000 Scope of part.

Subpart A—General

26.101 Policy.

26.102 Availability of funds.

Subpart B—Change Orders

Subpart C—Supplemental Agreements

Subpart D—Novation Agreements and Change of Name Agreements

Subpart E—Modifications to Letter Contracts

Subpart F—Issuance of Shipping Instructions

Subpart G—Other Modifications

AUTHORITY: The provisions of this Part 26 issued under secs. 2202, 2301–2314, 70A Stat. 120, 127–133; 10 U.S.C. 2202, 2301–2314.

§ 26.000 Scope of part.

(a) This part prescribes the policy and procedures for preparing and processing:

(1) Modifications to contracts, including letter contracts; and

(2) Novation and change of name agreements.

(b) This part does not include procedures relating to:

(1) Termination modifications (see Part 8 of this chapter);

(2) Modifications to DD Form 1155, Order for Supplies or Services/Request for Quotations (see § 3.608–4 of this chapter);

(3) Order for supplies or services not otherwise changing the terms of contract or agreements (e.g., delivery orders under indefinite delivery type contracts);

(4) Modifications for extraordinary contractual relief (see Part 17 of this chapter); or

(5) Modifications to construction or architect-engineer contracts (see § 16.405–4 of this chapter).

Subpart A—General

§ 26.101 Policy.

(a) Contract modifications, which are defined in § 1.201–2 of this chapter, shall be effected only by the use of Standard Form 30, Amendment of Solicitation/Modification of Contract (see § 16.103 of this chapter). Contract modifications are of three general types:

(1) Administrative changes (These changes, such as a change in paying office and appropriation data, do not affect the substantive rights of the contracting parties and do not require the contractor's acceptance.);

(2) Change orders (see Subpart B of this part); and

(3) Supplemental agreements (see Subpart C of this part).

(b) Only contracting officers, as defined in § 1.201–3 of this chapter, acting within the scope of their authority are empowered to execute modifications on behalf of the Government. Other Government personnel shall not:

(1) Execute modifications;

(2) Act in such a manner as to cause the contractor to believe that they have authority to bind the Government; or

(3) Direct or encourage the contractor to perform work which should be the subject of a modification.

§ 26.102 Availability of funds.

A contract modification involving an increase in funds shall not be executed until a certification of fund availability has been obtained by the contracting officer. When a modification is issued prior to agreement as to price adjustment, the certification shall be made on the best available estimate of cost. Exceptions are:

(a) Contracts conditioned upon the availability of funds (see § 1.318 of this chapter); and

(b) Contracts which contain an incremental funding clause (see §§ 1.2001, 7.203–3(b), and 7.402–2 (c) and (d) of this chapter.

Subpart B—Change Orders

§ 26.200 Scope of subpart.

This subpart sets forth the policy and procedures governing the issuance of change orders:

(a) Issued pursuant to the Changes clause of the contract; and

(b) Issued pursuant to other clauses of the contract invoking the Changes clause procedures.

This subpart also covers the negotiations of equitable adjustments resulting from change orders. It does not deal with amendments to shipping instructions, for which see Subpart F of this part.

§ 26.201 Use.

Normally, change orders require definitization and involve the use of two documents, the change order itself and a supplemental agreement reflecting the resulting equitable adjustment in price or delivery or both. However, (a) administrative changes and changes issued pursuant to a clause giving the Government a unilateral right to make a change (e.g., an option clause) may require only one document, the unilateral contract modification; and (b) if an equitable adjustment in the contract price or delivery terms can be agreed upon in advance, only a bilateral supplemental agreement need be issued (see § 26.301(b)).

§ 26.202 Authority to issue change orders.

Change orders shall be issued by the PCO except that for contracts for ship construction, conversion, and repair, the change order may be issued and the resultant supplemental agreement negotiated and executed by the ACO.

§ 26.203 Preparation of change order.

All change orders shall be prepared on Standard Form 30, Amendment of Solicitation/Modification of Contract, in accordance with § 16.104–4 of this chapter. All applicable items on the form shall be completed. In addition, the following specific instructions shall be complied with as follows:

(a) Block 10—except for change orders issued under letter contracts under contracts containing a clause limiting the Government's obligation, cite the estimated change in contract price, if any, together with the appropriate accounting and appropriation data. (The estimated change in price shall not be shown on copies of the Standard Form 30 furnished to the contractor.);

(b) Block 12—state in detail changes made to the contract respecting matters such as, but not limited to, the following:

(1) Identification of the drawings, specifications, or other instructions involved in the change;

(2) Identification of the source of the change, such as a Governmental engineering change or a contractor's change proposal;

(3) Identification of the effective point of the change, such as item serial number, lot number, date, or such other designator as will clearly indicate the point at which the change becomes effective. When the effective point is estimated, provision shall be included for the subsequent establishment by a specified Government representative and the contractor of a firm effective point.

§ 26.204 Issuance of urgent change orders.

Under unusual or urgent circumstances, the PCO may order changes by written electrical transmission provided that:

(a) The ACO is furnished a copy of the transmission;

(b) Immediate action is taken to confirm the change by issuance of Standard Form 30; and

(c) The transmission contains substantially the information required by § 26.203 (except that the estimated change in price shall not be indicated), including in the body of the transmission the statement, "Signed by (Name), Contracting Officer." The original copy, from which the transmission is made, shall be manually signed by the indicated contracting officer.

§ 26.205 Correction or revision.

Upon receiving a copy of the change order from the PCO, the ACO shall review it to assure that its provisions are compatible with the status of performance. For example, if the contractor has progressed beyond the effective point specified in the change order, the ACO shall determine the earliest practical point at which the change order could be made effective and advise the PCO

accordingly. Correction, revision or supersession of a change order shall be made by issuing another change order. The definitizing supplemental agreement shall cite both change orders.

§ 26.206 Followup of contractor proposals.

Equitable adjustments resulting from change orders shall be negotiated in the shortest practicable time. The purchasing or contract administration office, as appropriate, shall establish a suspense system which shall identify the outstanding unpriced change orders.

§ 26.207 Analysis of proposals.

Upon receipt of the contractor's proposal, the ACO shall assure that a cost analysis, if appropriate, is conducted in accordance with § 3.807-2(c) of this chapter. The ACO shall forward to the PCO a copy of the contractor's proposal marked to indicate whether a cost analysis will be conducted.

§ 26.208 Responsibility for negotiation of equitable adjustments.

(a) Except for those change orders assigned to the ACO under § 26.202 or delegated pursuant to this subchapter, the PCO shall be responsible for negotiating all equitable adjustments resulting from change orders, including the execution of supplemental agreements in Standard Form 30, Amendment of Solicitation/Modification of Contract. The ACO shall forward to the PCO the contractor's proposal, together with an analysis thereof. Except at the specific request of the PCO, the analysis shall not include the negotiation of any element of the contractor's proposal, although obvious mistakes may be called to the contractor's attention. Differences between the contractor's proposal and the results of the analysis made by the contract administration office shall be called to the attention of the PCO.

(b) When the negotiation of change orders has been assigned or delegated the ACO, he shall obtain through the purchasing office any additional funds which may be required and shall secure the concurrence of the PCO prior to making any adjustment in the contract delivery schedule as a result of the change.

Subpart C—Supplemental Agreements

§ 26.301 Use.

Supplemental agreements are used:

(a) To reflect the agreement reached in the negotiation of change orders;

(b) In preference to a change order when a supplemental agreement is considered feasible, even though authority exists to accomplish the modification by change order (see § 26.201);

(c) To definitize letter contracts (see § 3.408(d) of this chapter); and

(d) To reflect other agreements of the parties modifying the terms of contract.

§ 26.302 Preparation of supplemental agreements.

All supplemental agreements shall be prepared on Standard Form 30, Amendment of Solicitation/Modification of Contract, in accordance with § 16.104-4 of this chapter. When a supplemental agreement changes the unit price or unit quantity, information reflecting the changed conditions shall be shown in the format contained in Standard Form 36, Continuation Sheet, unless this form has been used as an attachment to Standard Form 30.

Subpart D—Novation Agreements and Change of Name Agreements

§ 26.401 Scope of subpart.

This subpart prescribes the policy and procedures for (a) recognition of a successor in interest to Government contracts when such interests are acquired incidental to a transfer of all the assets of a contractor or such part of his assets as is involved in the performance of the contracts, (b) a change of name of a contractor, and (c) single department execution of novation agreements and change of name agreements affecting more than one department.

§ 26.402 Agreement to recognize a successor in interest.

(a) The transfer of a Government contract is prohibited by law (41 U.S.C. 15). However, the Government may recognize a third party as the successor in interest to a Government contract where the third party's interest is incidental to the transfer of all the assets of the contractor, or all that part of the contractor's assets involved in the performance of the contract. Examples include, but are not limited to:

(1) Sale of such assets;

(2) Transfer of such assets pursuant to merger or consolidation of corporation; and

(3) Incorporation of a proprietorship or partnership.

(b) When a contractor requests that the Government recognize a successor in interest, the contractor shall be required to provide three signed copies of the novation agreement to the department concerned (see § 26.404) through the cognizant contract administration office together with one copy of each of the following, as applicable:

(1) A properly authenticated copy of the instrument by which the transfer of assets was effected, as for example, a bill of sale, certificate of merger, indenture of transfer, or decree of court;

(2) A list of all contracts and purchase orders which have not been finally settled between the department concerned and the transferor, showing the contract number, the name and address of the purchasing office involved, the total dollar value of each contract as amended, the type of contract involved, and the balance remaining unpaid;

(3) A certified copy of the resolutions of the boards of directors of the corporate parties authorizing the transfer of assets;

(4) A certified copy of the minutes of any stockholders' meetings of the corporate parties necessary to approve the transfer of assets;

(5) A properly authenticated copy of the certificate and articles of incorporation of the transferee if such corporation was formed for the purpose of receiving the assets involved in the performance of the Government contracts;

(6) Opinion of counsel for the transferor and transferee that the transfer was properly effected in accordance with applicable law and the effective date of transfer;

(7) Evidence of the capability of the transferee to perform the contracts;

(8) Balance sheets of the transferor and the transferee as of dates immediately prior to and after the transfer of assets;

(9) Evidence of security clearance requirements; and

(10) Consent of sureties on all contracts listed under subparagraph (2) of this paragraph where bonds are required, or a statement that none is required.

(c) When it is consistent with the Government's interest to recognize a successor in interest to a Government contract, the department concerned shall execute an agreement with the transferor and the transferee, which shall ordinarily provide in part that:

(1) The transferee assumes all the transferor's obligations under the contract;

(2) The transferor waives all rights under the contract as against the Government;

(3) The transferor guarantees performance of the contract by the transferee (a satisfactory performance bond may be accepted in lieu of such guarantee); and

(4) Nothing in the agreement shall relieve the transferor or the transferee from compliance with any Federal law.

All agreements, prior to execution, shall be reviewed by Government counsel for legal sufficiency. A form for such an agreement for use when the transferor and transferee are corporations, and all the assets of the transferor are transferred, is set forth herein. This form may be adapted to fit specific cases and may be used as a guide in preparing similar agreements for use in other situations.

AGREEMENT

This Agreement, entered into as of (date upon which the transfer of assets became effective pursuant to applicable State law) 19__, by and between the ABC Corporation, a corporation duly organized and existing under the laws of the State of _____ with its principal office in the City of _____ (hereinafter referred to as the "Transferor"); the XYZ Corporation add if appropriate (formerly known as the LMN Corporation), a corporation duly organized and existing under the laws of the State of _____ with its principal office in the City of _____ (hereinafter referred to as the "Transferee"); and the United States of America (hereinafter referred to as the "Government").

WITNESSETH:

1. Whereas, the Government, represented by various Contracting Officers of the Department of Defense has entered into certain contracts and purchase orders with the Transferor (namely: _____) or as set forth in the attached list marked "Exhibit A" to this Agreement and herein incorporated by reference; and the term "the contracts as hereinafter used means the above contracts and purchase orders, and all

other contracts and purchase orders, including modifications thereto, heretofore made between the Government, represented by various Contracting Officers of the above named Department, and the Transferor (whether or not performance and payment have been completed and releases executed, if the Government or the Transferor has any remaining rights, duties or obligations thereunder), and including modifications thereto hereafter made in accordance with the terms and conditions of such contracts and purchase orders between the Government and the Transferee;

2. Whereas, as of _____, 19 __, the Transferor assigned, conveyed, and transferred to the Transferee all the assets of the Transferor by virtue of a (term descriptive of the legal transaction involved) between the Transferor and the Transferee;

3. Whereas, the Transferee, by virtue of said assignment, conveyance and transfer, has acquired all the assets of the Transferor;

4. Whereas, by virtue of said assignment, conveyance, and transfer, the Transferee has assumed all the duties, obligations and liabilities of the Transferor under the Contracts;

5. Whereas, the Transferee is in a position fully to perform the Contracts, and such duties and obligations as may exist under the Contracts;

6. Whereas, it is consistent with the Government's interest to recognize the Transferee as the successor party to the Contracts;

7. Whereas, there has been filed with the Government evidence of said assignment, conveyance or transfer, as required by ASPR 26-402(b);

Where a change of name is also involved, such as prior or concurrent change of name of the transferee, an appropriate recital shall be used; for example:

8. Whereas, there has been filed with the Government a certificate dated _____, 19 __, signed by the Secretary of State of the State of _____, to the effect that the corporate name of LMN Corporation was changed to XYZ Corporation on _____, 19 __;

Now, therefore, in consideration of the premises, the parties hereto agree as follows:

9. The Transferor hereby confirms said assignment, conveyance and transfer to the Transferee, and does hereby release and discharge the Government from, and does hereby waive, any and all claims, demands, and rights against the Government which it now has or may hereafter have in connection with the Contracts.

10. The Transferee hereby assumes, agrees to be bound by, and undertakes to perform each and every one of the terms, covenants, and conditions contained in the Contracts. The Transferee further assumes all obligations and liabilities of, and all claims and demands against, the Transferor under the Contracts, in all respects as if the Transferee were the original party to the Contracts.

11. The Transferee hereby ratifies and confirms all actions heretofore taken by the Transferor with respect to the Contracts with the same force and effect as if the action had been taken by the Transferee.

12. The Government hereby recognizes the Transferee as the Transferor's successor in interest in and to the Contracts. The Transferee hereby becomes entitled to all right, title, and interest of the Transferor in and to the Contracts in all respects as if the Transferee were the original party to the Contracts. The term "Contractor" as used in the Contracts shall be deemed to refer to the Transferee rather than to the Transferor.

13. Except as expressly provided herein, nothing in this Agreement shall be construed as a waiver of any rights of the Government against the Transferor.

14. Notwithstanding the foregoing provisions, all payments and reimbursements heretofore made by the Government to the Transferor and all other action heretofore taken by the Government, pursuant to its obligations under any of the Contracts, shall be deemed to have discharged pro tanto the Government's obligations under the Contracts. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to said Transferee and shall constitute a complete discharge of the Government's obligations under the Contracts, to the extent of the amounts so paid or reimbursed.

15. The Transferor and the Transferee hereby agree that the Government shall not be obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes or other expenses, or any increases therein, directly or indirectly arising out of or resulting from (i) said assignment, conveyance, and transfer, or (ii) this Agreement, other than those which the Government, in the absence of said assignment, conveyance, and transfer, or this Agreement, would have been obligated to pay or reimburse under the terms of the Contracts.

16. The Transferor hereby guarantees payment of all liabilities and the performance of all obligations which the Transferee (i) assumes under this Agreement, or (ii) may hereafter undertake under the Contracts as they may hereafter be amended or modified in accordance with the terms and conditions thereof; and the Transferor hereby waives notice of and consents to any such amendment or modification.

17. Except as herein modified, the Contracts shall remain in full force and effect.

In witness whereof, each of the parties hereto has executed this Agreement as of the day and year first above written.

UNITED STATES OF AMERICA

[CORPORATE SEAL] By _____

Title _____

ABC CORPORATION

[CORPORATE SEAL] By _____

Title _____

XYZ CORPORATION

By _____

Title _____

CERTIFICATE

I, _____, certify that I am the Secretary of ABC Corporation, named above; that _____, who signed this Agreement on behalf of said corporation, was then _____ of said corporation; and that this Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

Witness my hand and seal of said corporation this _____ day of _____, 19 __.

[CORPORATE SEAL] By _____

CERTIFICATE

I, _____, certify that I am the Secretary of XYZ Corporation, named above; that _____, who signed this Agreement on behalf of said corporation, was then _____ of said corporation; and that this Agreement was duly signed for and in behalf of said corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of said corporation this _____ day of _____, 19__.

[CORPORATE SEAL] By _____

[End of Agreement]

§ 26.403 Agreement to recognize change of name of contractor.

(a) When only a change of name is involved, so that the rights and obligations of the parties remain unaffected, an agreement shall be executed between the department concerned (see § 26.404) and the contractor modifying all existing contracts between the parties so as to reflect the contractor's change of name. Three signed copies of the Change of Name Agreement and one copy of each of the following shall be forwarded by the contractor to the department concerned through the cognizant contract administration office:

(1) A copy of the instrument by which the change of name was effected, authenticated by a proper official of the State having jurisdiction;

(2) Opinion of counsel for the contractor as to the effective date of the change of name and that it was properly effected in accordance with applicable law; and

(3) A list of all contracts and purchase orders which have not been finally settled between the department concerned and the transferor, showing the contract number, the name and address of the purchasing office involved, the total dollar value of each contract as amended, and the balance remaining unpaid.

(b) A format for such an agreement which shall be adapted for specific cases is set forth below.

AGREEMENT

This agreement, entered into as of _____, 19 __ by and between the ABC Corporation (formerly the XYZ Corporation and hereinafter sometimes referred to as the "Contractor"), a corporation duly organized and existing under the laws of the State of _____, and the United States of America, represented by the Department of the _____ (hereinafter referred to as the "Government").

WITNESSETH:

1. Whereas, the Government, represented by various Contracting Officers of the Department of the _____, has entered into certain contracts and purchase orders with the XYZ Corporation, (namely: _____) or (as set forth in the attached list marked "Exhibit A" to this agreement and herein incorporated by reference;) and the term "the Contracts" as hereinafter used means the above contracts and purchase orders, and all other contracts and purchase orders, including modifications thereto, entered into between the Government, represented by various Contracting Officers of the Department of the _____, and the Contractor (whether or not performance and payment have been completed and releases executed, if the Government or the Contractor has any remaining rights, duties, or obligations thereunder);

2. Whereas, the XYZ Corporation, by an amendment to its certificate of incorporation, dated _____, ____ has changed its corporate name to ABC Corporation;

3. Whereas, a change of corporate name only is accomplished by said amendment, so

that rights and obligations of the Government and of the Contractor under the Contracts are unaffected by said change; and

4. Whereas, there has been filed with the Government documentary evidence of said change in corporate name;

Now therefore, in consideration of the premises, the parties hereto agree that the Contracts covered by this agreement are hereby amended by deleting therefrom the name "XYZ Corporation" wherever it appears in the Contracts and substituting therefor the name "ABC Corporation."

In witness whereof, each of the parties hereto has executed this Agreement as of the day and year first above written.

UNITED STATES OF AMERICA

By _____
[CORPORATE SEAL] Title _____
ABC CORPORATION

By _____
Title _____

CERTIFICATE

I, _____, certify that I am the Secretary of ABC Corporation, named above; that _____ who signed this Agreement on behalf of said corporation, was then _____ of said corporation; and that this Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

Witness my hand and seal of said corporation this _____ day of _____, 19 ___.

[CORPORATE SEAL] By _____

[End of Agreement]

§ 26.404 Processing novation agreements and change of name agreements.

(a) Except as provided in paragraph (b) of this section, when only one department has outstanding contracts with the contractor or contractors seeking a novation or change of name agreement, the documents pertaining thereto shall be forwarded to the appropriate addressee in paragraph (c) of this section through the cognizant contract administration office. This addressee may authorize the procuring activity of its department having the largest unsettled (unbilled plus billed but unpaid) dollar balance with the contractor or contractors to process and execute the agreement. The contract administration office, upon receipt of a novation or change of name agreement, shall assure that the documentation prescribed herein has been submitted and that appropriate comments are furnished by the ACO to the appropriate addressee in paragraph (c) of this section, particularly with respect to § 26.402(b)(7).

(b) Notwithstanding paragraph (a) of this section, if a novation or change of name agreement involves contracts of only one Defense Supply Center, that center upon receipt of the documents from the contract administration office, shall retain the case and process and execute the agreement.

(c) When more than one department has outstanding contracts with the contractor or contractors seeking a novation or change of name agreement, a single agreement covering all such contracts shall be executed by the department having the largest unsettled (unbilled plus billed but unpaid) dollar balance with the contractor or contractors. Such agreements shall be executed by a duly authorized official or designee of the appropriate office listed below:

Department of the Army, Hq., U.S. Army Materiel Command, Attention: AMCGC-P, Washington, D.C. 20315.

Department of the Navy, Chief of Naval Material, Attention: MAT 0243, Washington, D.C. 20360.

Department of the Air Force, Hq., U.S. Air Force Systems Command, Attention: SCKPR, Washington, D.C. 20331.

Defense Supply Agency, Attention: DSAH-PPR, Cameron Station, Alexandria, Va. 22314.

Defense Communications Agency, Attention: Code 260, Washington, D.C. 20305.

Director, Defense Atomic Support Agency, Attention: LGCM, Washington, D.C. 20301.

(d) The department processing a proposed novation agreement shall promptly provide notice of the proposed agreement, including the list of contracts as required by § 26.402(b)(2), to the other departments and defense agencies having contracts with the contractor or contractors concerned. Such notice shall be transmitted to the appropriate addressee listed in paragraph (c) of this section. Within 30 days after receipt of such notice, the department may submit comments to the processing department, which comments shall be considered prior to execution of the proposed agreement. The absence of comment from a department within 30 days after its receipt of notice of a proposed novation agreement shall be construed as approval by the department. Where only a single department is concerned, the procuring activity processing a proposed novation agreement shall give similar notice of it to all other interested procuring activities in that department.

(e) Where substantial alterations or additions to the formats set forth in §§ 26.402(c) and 26.403(b) are considered appropriate by the department processing the proposed agreement, that department shall coordinate the agreement with the other departments prior to execution. Any objection shall be resolved before the agreement is executed.

(f) Executed novation agreements or change of name agreements shall be distributed by the processing department as follows:

(1) The original signed copy to the Finance Center listed below which services the Disbursing Office designated in the contract to make payment:

Army—Commanding General, Finance Center, U.S. Army, Processing and Disposition Branch, Retained Accounts Division, Indianapolis, Ind. 46249.

Navy—Commanding Officer, U.S. Navy Finance Center (SMV), Cleveland, Ohio 44114.

Air Force—Air Force Accounting and Finance Center, 3800 York Street, Denver, Colo. 80205.

MarCorps—Examination Division, Marine Corps Finance Center, Kansas City, Mo. 64197.

(2) The duplicate signed copy shall be retained in the office executing the agreement.

(3) The triplicate signed copy shall be forwarded to the contractor.

(4) Where more than one department is involved, two copies of the multiservice agreement to the appropriate addressee listed in paragraph (c) of this section.

(g) After execution and distribution of an agreement, an administrative change (Standard Form 30) shall be prepared by the processing activity incorporating a summary of the agreement and attaching thereto a complete list of the contracts affected. For single service agreements, three copies of the Standard Form 30 shall be furnished for each contract to the purchasing offices concerned for entry of the modification number and distribution. For multiservice agreements, the copies shall be forwarded through the appropriate addressee listed in paragraph (c) of this section.

(h) Novation and change of name agreements modifying contracts for the storage of household goods entered into pursuant to Commercial Warehousing and Related Services for Household Goods of Military Personnel (DoD Regulation 4145.16-R) shall be forwarded by household goods field officers to Headquarters, Military Traffic Management and Terminal Service, Washington, D.C. 20315, for appropriate execution without regard to the provisions of paragraphs (a), (c), (d), and (g) of this section.

Subpart E—Modifications to Letter Contracts

§ 26.501 General.

(a) Modifications to letter contracts shall be accomplished under the same policies and procedures as those applicable to definitive contracts.

(b) Bilateral modifications (supplemental agreements) issued prior to definitizing a letter contract may be processed in the same manner as the letter contract i.e., the PCO may sign prior to the contractor.

(c) For definitization of letter contracts and modifications thereto, see § 3.408(d) of this chapter.

Subpart F—Issuance of Shipping Instructions

§ 26.601 Authority for issuance.

Initial shipping instructions not included in the basic contract and amended shipping instructions shall be issued pursuant to the Changes clause in accordance with § 19.204 of this chapter.

§ 26.602 Contract administration activities.

Contract administration activities shall:

(a) Cause release of shipments from contractor's plants according to existing shipping instructions, including shipping instructions furnished in accordance with § 19.204(a)(2) of this chapter. When applicable, the order of assigned priority shall be followed; shipments

within the same priority shall be determined by date of the instruction.

(b) Obtain contractor proposals for any contract price adjustments resulting from amended shipping instructions. ACOs shall review all amended shipping instructions on a periodic, consolidated basis to assure that adjustments are timely made. Except when the ACO has settlement authority (see § 26.208(b)), the ACO shall forward the proposal to the PCO for contract modification. The ACO shall not delay shipments pending completion and formalization of negotiations of revised shipping instructions.

Subpart G—Other Modifications

§ 26.700 Scope of subpart.

Except for construction contracts, this subpart sets forth the policy and procedures for modifications authorized by contract provisions other than a Changes clause, a Disputes clause, or a Termination for the Convenience of the Government clause.

§ 26.701 Use.

Modifications within the scope of this subpart include those issued pursuant to a contract provision (e.g., provisioning requirements, a Government-Furnished Property clause, an Inspection clause, an Option clause).

§ 26.702 Preparation.

Modifications pursuant to this subpart shall contain, in addition to the information specified on Standard Form 30, Amendment of Solicitation/Modification of Contract, the following:

(a) When applicable, the information listed in § 26.203(b); and

(b) When the removal, reinstatement, or addition of funds is involved—

(1) The total dollar amount of funds to be removed from or added to the contract;

(2) The reason for adjustment;

(3) The contract items and accounting classifications; and

(4) A reference to the basis for, or authority to deobligate excess funds.

PART 30—APPENDIXES TO ARMED SERVICES PROCUREMENT REGULATIONS

28. In § 30.2, items 306.1, 403, 404, and 603 are revised, and new item 603.1 is added, as follows:

§ 30.2 Appendix B—Control of Government property in possession of contractors.

* * * * *

306.1 *Centrally reportable plant equipment.* Notwithstanding the approval of a contractor's property accounting and control system, the contractor shall, with respect to items identified as industrial plant equipment (IPE) (including those items which are a part of a manufacturing system and items of general purpose components of special test equipment) prepare a DD Form 1342 (Appendix F, F-200.1342) at the time of acquisition or receipt to be forwarded to DIPEC pursuant to AR 700-43, NAVSUP PUB 5009, AFM 78-1, DSAM 4215.1—"Defense Industrial Plant Equipment Center (DIPEC) Operations." This manual is for sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. If changes occur in the data as originally recorded, a change report will be made to DIPEC as prescribed by DSAM 4215.1. When IPE including general purpose components of special test equipment is no longer required at the point of acquisition or receipt, the contractor shall prepare a DD Form 1342 (Appendix F, F-200.1342) and reflect thereon any changes in original data not previously reported. The contractor shall retain the original of each DD Form 1342 and forward the copies to DIPEC through the property administrator pursuant to 24-205.3. Use of the DD Form 1342 as the official property record is optional. Subsequent to the disposal of IPE, the contractor will prepare DD Form 1342, section IV, pursuant to DSAM 4215.1 for transmittal to DIPEC.

403 *Special tooling and special test equipment.* Government-owned special tooling and special test equipment shall be marked in accordance with the procedure established by the contractor and approved by the property administrator, unless it is determined by the contractor in an individual case that marking will damage the special tooling or special test equipment or is otherwise impracticable. The contractor shall advise the property administrator, in writing, of any such determination. Identification shall consist of a serial number (identification number) and the designation of the Military Department responsible for funding and control of the property as follows: Army—"USA," Navy—"USN," Air Force—"USAF," and Defense Supply Agency—"USD." If an item is already identified as U.S. property, the marking shall not be changed solely to conform to the provisions of this paragraph. Components of special test equipment, having an acquisition cost of $1,000 or more and incorporated in such a manner that removal and reutilization is feasible and economical, shall be marked in a manner similar to plant equipment as required by B-404(b). General purpose components of special test equipment having an acquisition cost of between $200 and $1,000 may be identified in the same manner, when required for effective control, in accordance with a contractor's approved property control system.

404 *Plant equipment*—(a) *Industrial plant equipment.* All Government-owned industrial equipment shall be identified by the contractor, who shall affix directly to the equipment, a prenumbered metal, fiber, plastic, or other appropriate plate, marking, or decal which shall be provided by the property administrator. Identification shall consist of an indication of Department of Defense ownership, and a seven digit serial number except that accessory or auxiliary equipment associated with a specific item of industrial plant equipment and recorded on the official records for that item need not be marked with an identification number unless circumstances necessitate marking to assure that the item of accessory and/or auxiliary equipment will be returned to the Government with the basic item with which associated. Identification numbers assigned and markings affixed shall be permanent and will not be changed as long as the equipment remains under the control of the Department of Defense.

(b) *Plant equipment other than industrial plant equipment.* Unless already marked in compliance with prior instructions, Government-owned plant equipment, which is not industrial plant equipment or minor plant equipment, shall be marked by the contractor with a Government identification number, except when the size or nature of the equipment makes it impracticable, 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 equipment to which it is attached or of which it is otherwise a part. Identification shall be effected by affixing a decal, metal, fiber, plastic, or other plate directly to the equipment or by using indelible ink, acid or electric etch, steel dies, or other legible, permanent, conspicuous, and tamper proof method. Identification by the contractor shall be in accordance with procedures established by the contractor and approved by the property administrator and shall consist of the following:

(i) A serial number and an indication of Department of Defense ownership; however, if the item is already identified as Government property, the marking shall not be changed solely to conform to the provisions of this paragraph; and

(ii) In the case of items included within a standard departmental registration system (for example, automotive, construction, or material-handling equipment) application for a proper registration number will be made to the cognizant department, which number may be used in lieu of any other identification number.

Accessory or auxiliary equipment associated with a specific item of plant equipment and recorded on the official records for that item need not be marked with an identification number unless circumstances necessitate marking to assure that the item of accessory and/or auxiliary equipment will be returned to the Government with the basic item with which associated. Identification numbers assigned and markings affixed shall be permanent and will not be changed as long as the equipment remains under the control of the Department of Defense, unless a change is necessary to eliminate duplicate numbers in which case the contractor will reidentify the item(s) in accordance with the approved system.

603 *Utilization of Government property.* The contractor's procedures shall be in writing and adequate (i) to assure that Government property will be utilized only for those purposes authorized in the contract, and that any required approvals are obtained, and (ii) to provide a basis for determining and allocating rental charges.

603.1 *Utilization of industrial plant equipment.* The procedures applicable to IPE shall, as a minimum:

(i) Establish a minimum level of utilization below which an analysis of need shall be made and retention justified, except for inactive package plants and standby lines. The utilization level may be established for individual items or families of items depending upon circumstances of use;

(ii) Provide for recording authorized and actual use consistent with the utilization levels established under (i) above;

(iii) Require periodic analyses of production needs for IPE and of future utilization based upon known requirements; and

(iv) Have firm provisions for immediately reporting to the contracting officer all IPE items for which retention is not justified.

29. In § 30.3, items 306.1, 403, 404, and 603 are revised, and new item 603.1 is added, as follows:

§ 30.3 Appendix C—Control of property in possession of nonprofit research and development contractors.

* * * * *

306.1 *Centrally reportable plant equipment.* Notwithstanding the approval of a contractor's property accounting and control system, the contractor shall, with respect to items identified as industrial plant

equipment (IPE) (including those items which are a part of a manufacturing system and items of general purpose components of special test equipment) prepare a DD Form 1342 (see Appendix F, F-200.1342) at the time of acquisition or receipt to be forwarded to DIPEC pursuant to AR 700-43, NAVSUP PUB 5009, AFM 78-1, DSAM 4215.1—"Defense Industrial Plant Equipment Center (DIPEC) Operations." This manual is for sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. If changes occur in the data as originally recorded, a change report will be made to DIPEC as prescribed by DSAM 4215.1. When IPE including general purpose components of special test equipment is no longer required at the point of acquisition or receipt, the contractor shall prepare a DD Form 1342 (see F-200.1342) and reflect thereon any changes in original data not previously reported. The contractor shall retain the original of each DD Form 1342 and forward the copies of DIPEC through the property administrator pursuant to 24-205.3. Use of the DD Form 1342 as the official property record is optional. Subsequent to the disposal of IPE, the contractor will prepare DD Form 1342, section IV, pursuant to DSAM 4215.1 for transmittal to DIPEC.

403 *Special tooling and special test equipment.* Government-owned special tooling and special test equipment shall be marked in accordance with the procedure established by the contractor and approved by the property administrator, unless it is determined by the contractor in an individual case that marking will damage the special tooling or special test equipment or is otherwise impracticable. The contractor shall advise the property administrator, in writing, of any such determination. Identification shall consist of a serial number (identification number), and the designation of the Military Department responsible for funding and control of the property as follows: Army—"USA," Navy—"USN," Air Force—"USAF," and Defense Supply Agency—"USD." If an item is already identified as U.S. property, the marking shall not be changed solely to conform to the provisions of this paragraph. Components of special test equipment, having an acquisition cost of $1,000 or more and incorporated in such a manner that removal and reutilization is feasible and economical, shall be marked in a manner similar to plant equipment as required by C-404(b). General purpose components of special test equipment having an acquisition cost of between $200 and $1,000 may be identified in the same manner, when required for effective control, in accordance with a contractor's approved property control system.

404 *Plant equipment*—(a) *Industrial Plant Equipment.* All Government-owned industrial plant equipment shall be identified by the contractor, who shall affix directly to the equipment, a prenumbered metal, fiber, plastic or other appropriate plate, marking, or decal which shall be provided by the property administrator. Identification shall consist of an indication of Department of Defense ownership, and a seven-digit serial number except that accessory or auxiliary equipment associated with a specific item of industrial plant equipment and recorded on the official records for that item need not be marked with an identification number unless circumstances necessitate marking to assure that the item of accessory and/or auxiliary equipment will be returned to the Government with the basic item with which associated. Identification numbers assigned and markings affixed shall be permanent and will not be changed as long as the equipment remains under the control of the Department of Defense.

(b) *Plant equipment other than industrial plant equipment.* Unless already marked in compliance with prior instructions, Government-owned plant equipment, which is not industrial plant equipment or minor plant equipment, shall be marked by the contractor with a Government identification number, except when the size or nature of the equipment makes it impracticable, 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 equipment to which it is attached or of which it is otherwise a part. Identification shall be effected by affixing a decal, metal, fiber, plastic or other plate directly to the equipment or by using indelible ink, acid or electric etch, steel dies, or other legible, permanent, conspicuous, and tamper proof method. Identification by the contractor shall be in accordance with procedures established by the contractor and approved by the property administrator and shall consist of the following:

(i) A serial number and an indication of Department of Defense ownership; however, if the item is already identified as Government property, the marking shall not be changed solely to conform to the provisions of this paragraph; and

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

Accessory or auxiliary equipment associated with a specific item of plant equipment and recorded on the official records for that item need not be marked with an identification number unless circumstances necessitate marking to assure that the item of accessory and/or auxiliary equipment will be returned to the Government with the basic item with which associated. Identification numbers assigned and markings affixed shall be permanent and will not be changed as long as the equipment remains under the control of the Department of Defense, unless a change is necessary to eliminate duplicate numbers in which case the contractor will reidentify the item(s) in accordance with the approved system.

603 *Utilization of Government property.* The contractor's procedures shall be in writing and adequate to assure that Government property will be utilized only for those purposes authorized in the contract.

603.1 *Utilization of industrial plant equipment.* The procedures applicable to IPE shall include, as a minimum:

(i) Methods which provide for a review of all IPE needs and usage;

(ii) Provisions for reporting immediately to the contracting officer IPE items for which retention is not justified;

(iii) Rejustification of the need of IPE, upon request of the contracting officer.

30. In § 30.7, item K-302(a) is revised to read as follows:

§ 30.7 Appendix K—Preaward survey procedures.

* * * * *

K-302 *Development of information.*—(a) *Review of available data.* The information already available in the contract administration office pertaining to the prospective contractor and his past performance shall be reviewed. Prior preaward survey reports and contractor performance records (see 1-908.3) shall be examined and considered in support of preaward survey recommendations. If the prospective contractor has current or contemplated Government contracts, the files should be checked for information regarding similarity of product, current status of contracts, quality control experience, and financial status.

* * * * *

[Rev. 3, ASPR, June 30, 1969, DPC 71] (Secs. 2202, 2301-2314, 70A Stat. 120, 127-133; 10 U.S.C. 2202, 2301-2314)

For the Adjutant General:

HAROLD SHARON,
Chief, Legislative and Precedent Branch Management Division, TAGO.

[F.R. Doc. 69-10373; Filed, Aug. 28, 1969; 8:49 a.m.]

Title 12—BANKS AND BANKING

Chapter V—Federal Home Loan Bank Board

SUBCHAPTER C—FEDERAL SAVINGS AND LOAN SYSTEM

[No. 23,266]

PART 545—OPERATIONS

Amendment Relating to Indemnification of Federal Savings and Loan Association Personnel

AUGUST 21, 1969.

Resolved that, notice and public procedure having been duly afforded (34 F.R. 9091) and all relevant material presented or available having been considered by it, the Federal Home Loan Bank Board, upon the basis of such consideration, determines to amend Part 545 of the rules and regulations for the Federal Savings and Loan System (12 CFR Part 545) for the purpose of prescribing rules relating to indemnification of persons for expenses incurred as a result of claims against them based on their conduct as a director, officer, or employee of a Federal savings and loan association and for the purpose of permitting such associations to obtain insurance in connection therewith. Accordingly, said Part 545 is hereby amended by adding a new undesignated center head and a new § 545.25, immediately after § 545.24 thereof, to read as follows, effective October 1, 1969:

INDEMNIFICATION OF ASSOCIATION PERSONNEL

§ 545.25 Indemnification of directors, officers, and employees.

(a) *General provisions.* Subject to the provisions of paragraph (b), any person against whom any action is brought or threatened by reason of the fact that such person is or was a director, officer, or employee of a Federal association shall be indemnified by such association for:

(1) Reasonable costs and expenses, including reasonable attorney's fees, actually paid or incurred by such person in connection with proceedings related to the defense or settlement of such action;

(2) Any amount for which such person becomes liable by reason of any judgment in such action; and

(3) Reasonable costs and expenses, including reasonable attorney's fees, actually paid or incurred in any action, to enforce his rights under this section, which results in a final judgment in favor of such person.

(b) *Requirements.* Indemnification provided for in paragraph (a) shall be made to such director, officer, or employee if, but only if, the requirements of this paragraph are met.

(1) *Favorable judgment on merits.* A Federal association shall make the indemnification provided by paragraph (a) of this section in connection with any such action which results in a final judgment on the merits in favor of such director, officer, or employee.

(2) *Settlement, adverse judgment, or judgment other than on the merits.* A Federal association shall make the indemnification provided by paragraph (a) of this section in case of settlement of such action, final judgment against such director, officer, or employee, or final judgment in favor of such director, officer, or employee, other than on the merits, if a majority of the directors of the association determines that such director, officer, or employee was acting in good faith within what he was reasonably entitled to believe under the circumstances was the scope of his employment or authority and for a purpose which he was reasonably entitled to believe under the circumstances was in the best interests of the association or its shareholders. However, no indemnification of a director or of an officer shall be made pursuant to this subparagraph unless such association first gives the Board not less than 60 days' advance notice of its intention to make such indemnification. Such notice shall contain a statement of the facts out of which such action arose, the terms of any settlement, and the disposition of the action by any court. Such notice, together with a certified copy of the resolution of the board of directors containing the determination referred to above, shall be filed with the Board by transmitting the original and one copy to the Supervisory Agent. The 60-day notice period shall begin to run from the date of receipt of such notice by the Supervisory Agent, who shall promptly acknowledge such receipt in writing. No such indemnification shall be made prior to the expiration of such 60-day notice period, and no such indemnification shall be made if the Board, acting through the Supervisory Agent, advises the association in writing, within such 60-day notice period, of its objection to such indemnification.

(c) *Insurance.* A Federal association may obtain insurance to protect it, its directors, officers, and employees from potential liabilities, expenses, costs, and other losses arising from claims against it, or its directors, officers, or employees made by reason of alleged wrongful acts, or wrongful acts, committed in their capacity as directors, officers, or employees. Such insurance may protect against any liability, expense, cost, and other loss for which the association may indemnify any person under this section and may protect the association and any person who is or was a director, officer, or employee of the association against liabilities, expenses, costs, and other losses arising from claims made by reason of alleged wrongful acts, or wrongful acts, for which no indemnification may be made under this section. However, no such association may obtain insurance which provides for payment of liabilities, expenses, costs, and other losses of any person incurred as a consequence of his willful or criminal misconduct.

(d) *Payment of expenses.* If a majority of the directors of a Federal association concludes in connection with any action that any person ultimately may become entitled to indemnification under this section, such directors may authorize the payment of reasonable costs and expenses, including reasonable attorneys' fees, in connection with the defense or settlement of such action. Before making payment of such costs and expenses, the association shall secure an agreement that it will be repaid if such person is ultimately determined not to be entitled to indemnification under this section.

(e) *Applicability of provisions.* The provisions of this section shall not be applicable with respect to any action which terminated more than 1 year prior to the effective date of this section.

(f) *Exclusiveness of provisions.* The provisions of this section shall be exclusive with respect to the duty or authority of a Federal association to indemnify any person referred to in paragraph (a) of this section, except as to the duty or authority of a Federal association which has in effect a bylaw approved by the Board relating to indemnification of association personnel. The duty or authority of a Federal association which has such a bylaw in effect shall be governed solely by such bylaw, but its authority to obtain insurance shall be governed by paragraph (c) of this section.

(g) *Definitions and rules of construction.* (1) As used in this section:

(i) "Action" means any action, suit, or other judicial or administrative proceeding, or threatened proceeding, whether civil, criminal, or otherwise, including any appeal or other proceeding for review;

(ii) "Court" includes, without limitation, any court to which or in which any appeal or any proceeding for review is brought;

(iii) "Final judgment" means a judgment, decree, or order which is appealable and as to which the period for appeal has expired and no appeal has been taken;

(iv) "Settlement" includes the entry of a judgment by consent or by confession or upon a plea of guilty or of nolo contendere; and

(v) "Supervisory Agent" means the President of the Federal Home Loan Bank of which a Federal association is a member, or any other officer or employee of such Bank designated by the Board as its agent as provided by § 501.11 of Subchapter A of this chapter.

(2) References in this section to any individual or other person, including any association, shall include legal representatives, successors, and assigns thereof.

(Sec. 5, 48 Stat. 132, as amended; 12 U.S.C. 1464. Reorg. Plan No. 3 of 1947, 12 F.R. 4981, 3 CFR, 1943–1948 Comp., p. 1071)

By the Federal Home Loan Bank Board.

[SEAL] JACK CARTER, *Secretary.*

[F.R. Doc. 69-10342; Filed, Aug. 28, 1969; 8:47 a.m.]

Title 13—BUSINESS CREDIT AND ASSISTANCE

Chapter I—Small Business Administration

[Revision 8; Amdt. 6]

PART 121—SMALL BUSINESS SIZE STANDARDS

Definition of Small Business Concern for Government Procurements

On June 7, 1969, there was published in the FEDERAL REGISTER (34 F.R. 9092) a notice that the Administrator of the SBA had proposed to adopt a detailed definition of a small business concern for the purpose of bidding on Government procurements for the rebuilding of machinery or equipment on a factory basis. The rebuilding of machinery and equipment on a *factory basis* is considered as manufacturing. However, it was brought to the attention of SBA that many persons did not realize that such rebuilding of machinery or equipment is classified within the manufacturing industries.

Interested persons were given 30 days in which to file written statements of facts, opinions, or arguments concerning the proposal. After consideration of all relevant matters concerning the proposal, the amendment set forth below is hereby adopted:

§ 121.3–8 Definition of Small Business for Government Procurements.

* * * * *

(b) *Manufacturing.* * * *

(6) Rebuilding on a factory basis or equivalent. As small if it is bidding on a contract for rebuilding machinery or equipment on a factory basis, the purpose of which is to restore such machinery or equipment to as serivceable and as like new condition as possible and its number of employees does not exceed the number of employees specified for the classification code applicable to the manufacturer of the original item.

NOTE: The size standard contained herein is not limited to concerns who are manufacturers of the original item but is applicable to all bidders or offerors.

The term "rebuilding on a factory basis" as used in this subsection does not include ordinary repair services such as those involving minor repair and/or preservation operations

* * * * *

Effective Date: This amendment shall become effective 30 days after publication in the FEDERAL REGISTER.

Dated: August 21, 1969.

HILARY SANDOVAL JR.,
Administrator.

[F.R. Doc. 69-10321; Filed, Aug. 28, 1969; 8:45 a.m.]

Title 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

[Docket 8641 o.]

PART 13—PROHIBITED TRADE PRACTICES

American Home Products Corp.

Subpart—Advertising falsely or misleadingly: § 13.170-52 *Medicinal, therapeutic, healthful, etc.* Subpart—Misrepresenting oneself and goods—Goods: § 13.1710 *Qualities or properties.*

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interprets or applies sec. 5, 38 Stat. 719, as amended; 15 U.S.C. 45) [Modified order to cease and desist, American Home Products Corp., New York, N.Y., Docket 8641, July 15, 1969]

Order modifying, pursuant to a decision of the Court of Appeals, Sixth Circuit, 402 F. 2d 232, an earlier order dated December 16, 1966, 32 F.R. 379, which inhibited certain misrepresentations about the efficacy of "Preparation H" for treatment of hemorrhoids by prohibiting any claims that the product afforded any relief from pain or itching in excess of temporary relief, and restricting the order to nonprescription drug preparations.

The modified order to cease and desist, is as follows:

I. *It is ordered*, That respondent American Home Products Corp., a corporation, and its officers, representatives, agents, and employees, directly or through any corporate or other device, do forthwith cease and desist from disseminating or causing the dissemination of any advertisement by means of the U.S. mails or by any means in commerce, as "commerce" is defined in the Federal Trade Commission Act, in connection with the offering for sale, sale or distribution of Preparation H Ointment or Suppositories, or any other nonprescription drug product offered for sale for the treatment or relief of hemorrhoids or piles or any of its symptoms, which:

A. Represents directly or by implication that the use of such product will:

(1) Reduce, shrink, or afford any relief of hemorrhoidal veins themselves: *Provided, however*, That nothing contained herein shall be construed to prohibit the dissemination of any advertisement which represents that the use of such product will help reduce swelling of hemorrhoidal tissue caused by edema, infection, or inflammation, or that the use of such product will help reduce swelling of hemorrhoidal tissue by lubricating the affected area;

(2) Avoid the need for surgery as a treatment for hemorrhoids or hemorrhoidal symptoms;

(3) Heal, cure, or remove hemorrhoids, or eliminate the problem of hemorrhoids;

(4) Afford any relief from pain or itching associated with hemorrhoids in excess of affording temporary relief of many types of pain and itching of hemorrhoidal tissue;

(5) Afford any other type of relief, or have any other effect on, hemorrhoids or hemorrhoidal symptoms.

B. Contains any reference to the word "Bio-Dyne"; or contains any reference to any other ingredient either singly or in combination unless each such ingredient is effective in the treatment or relief of hemorrhoids or any of its symptoms and unless the specific effect thereof is expressly and truthfully set forth.

II. *It is further ordered*, That respondent and its officers, representatives, agents, and employees, directly or through any corporate or other device, do forthwith cease and desist from disseminating, or causing to be disseminated, by any means, for the purpose of inducing, or which is likely to induce, directly or indirectly, the purchase of Preparation H Ointment or Suppositories, or any other nonprescription drug product offered for sale for the treatment or relief of hemorrhoids or any of its symptoms, in commerce, as "commerce" is defined in the Federal Trade Commission Act, any advertisement which contains any of the representations prohibited in paragraph I hereof.

III. In the event that respondent at any time in the future markets any nonprescription drug preparation for the treatment or relief of hemorrhoids or any of its symptoms for which it desires to make any of the representations now prohibited under paragraph I of this order, it may petition the Commission for a modification of the order. Such petition shall be accompanied by a showing that the representation is not false or misleading within the meaning of the Federal Trade Commission Act, and, if such has been the case, that the specific representation has been accepted as part of the labeling for such product by the Secretary of the Department of Health, Education, and Welfare under the provisions of the Federal Food, Drug, and Cosmetic Act as it is presently constituted or as it may hereafter be amended.

It is further ordered, That respondent shall, within 60 days after service upon it of this order, file with the Commission a report, in writing, setting forth in detail the manner and form in which it has complied with this order to cease and desist.

Issued: July 15, 1969.

By the Commission.

[SEAL] JOSEPH W. SHEA,
Secretary.

[F.R. Doc. 69-10346; Filed, Aug. 28, 1969; 8:47 a.m.]

[Docket No. 7971 etc.]

PART 13—PROHIBITED TRADE PRACTICES

Individualized Catalogs, Inc., et al.

Individualized Catalogs, Inc., et al. (Docket 7971, 29 F.R. 6150), ATD Catalogs, Inc., et al. (Docket 8100, 29 F.R. 6276), Santa's Official Toy Prevue, Inc., et al. (Docket 8231, 29 F.R. 6150), Billy & Ruth Promotion, Inc., et al. (Docket 8240, 29 F.R. 6149), United Variety Wholesalers et al. (Docket 8255, 29 F.R. 8263), Santa's Playthings, Inc., et al. (Docket 8259, 29 F.R. 6151).

Subpart—Discriminating in price under section 5, FTC Act: § 13.892 *Knowingly inducing or receiving discriminating payments;* § 13.894 *Unequal discounts.*

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interprets or applies sec. 5, 38 Stat. 719, as amended; 15 U.S.C. 45) [Modified order rescinding cease and desist orders, Individualized Catalogs, Inc., et al., ATD Catalogs, Inc., et al., Santa's Official Toy Prevue, Inc., et al., Billy & Ruth Promotion, Inc., et al., United Variety Wholesalers, et al., Santa's Playthings, Inc., et al., July 14, 1969]

In the Matter of Individualized Catalogs, Inc., et al., ATD Catalogs, Inc., et al., Santa's Official Toy Prevue, Inc., et al., Billy & Ruth Promotion, Inc., et al., United Variety Wholesalers et al., and Santa's Playthings, Inc., et al.

Order rescinding cease and desist orders and dismissing the complaints against six New York City and Philadelphia toy catalog companies which charged them with knowingly inducing discriminatory promotional allowances in violation of the Federal Trade Commission Act.

Modified order rescinding cease and desist orders, is as follows:

It is ordered, That these matters be, and they hereby are, reopened as to the respondents named herein.

It is further ordered, That the Commission's orders to cease and desist issued April 3, 1964, and June 4, 1964, be, and they hereby are, rescinded as to all respondents, and that the complaints as to such respondents be, and they hereby are, dismissed.

Issued: July 14, 1969.

By the Commission.

[SEAL] JOSEPH W. SHEA,
Secretary.

[F.R. Doc. 69-10347; Filed, Aug. 28, 1969; 8:47 a.m.]

[Docket C-1566]

PART 13—PROHIBITED TRADE PRACTICES

Life Electronics Corp., Inc., et al.

Subpart—Advertising falsely or misleadingly: § 13.70 *Fictious or misleading guarantees;* § 13.140 *Old reclaimed or reused product being new;* § 13.155 *Prices:* § 13.155-70 Percentage savings.

Subpart—Misrepresenting oneself and goods—Goods: § 13.1647 *Guarantees;* § 13.1695 *Old, secondhand, reclaimed or reconstructed as new.* Subpart—Misrepresenting oneself and goods—Services: § 13.1835 *Cost;* § 13.1843 *Terms and conditions.*

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interprets or applies sec. 5, 38 Stat. 719, as amended; 15 U.S.C. 45) [Cease and desist order, Life Electronics Corp., Inc., et al., Washington, D.C., Docket C-1566, July 28, 1969]

In the Matter of Life Electronics Corp., Inc., a Corporation, Trading and Doing Business as Lite Electronics, Inc., and Lite Radio & TV Repair, and Andrew C. Neidinger, Individually and as an Officer of Said Corporation

Consent order requiring a Washington, D.C., television repair shop to cease deceptively guaranteeing and misrepresenting the nature of its services, misrepresenting rebuilt parts as new, and making deceptive pricing and percentage savings claims.

The order to cease and desist, including further order requiring report of compliance therewith, is as follows:

It is ordered, That respondents Life Electronics Corp., Inc., a corporation, trading and doing business as Lite Electronics, Inc., and Lite Radio & TV Repair, or under any other name, and its officers, and Andrew C. Neidinger, individually and as an officer of said corporation, and respondents' agents, representatives, and employees, directly or through any corporate or other device, in connection with the advertising, offering for sale, sale, distribution and service of new, used, and rebuilt televisions, radios, phonographs, and parts thereof or other articles of merchandise, in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Representing, directly or by implication, that respondents' merchandise or appliances repaired by respondents are guaranteed, unless the nature, conditions, and extent of the guarantee, identity of the guarantor and the manner in which the guarantor will perform thereunder are clearly and conspicuously disclosed in immediate conjunction therewith, and unless all such guarantees are in fact honored and the terms thereof promptly fulfilled.

2. Representing, directly or by implication, the price of repair service of television sets or of other appliances, unless in conjunction with the advertised price for said service, respondents clearly and conspicuously disclose the nature and scope of the service rendered for the advertised price.

3. Representing, directly or by implication, that respondents can service and repair most television sets or other appliances in the customer's home; or otherwise misrepresenting the extent to which respondents can provide in-home repair service.

4. Representing, directly or by implication, that any rebuilt or reconditioned picture tube is new.

5. Failing to disclose in invoices, warranties, and advertising of rebuilt or reconditioned picture tubes that such picture tubes are rebuilt or reconditioned and contain used parts.

6. Using words "Clearance Sale" or any other word or words of similar import and meaning unless the price of such merchandise being offered for sale constitutes a reduction, in an amount not so insignificant to be meaningless, from the actual bona fide price at which such merchandise has been offered or sold by respondents for a reasonably substantial period of time in the recent, regular course of their business and respondents' business records establish the price at which such merchandise has been offered or sold by respondents for a reasonably substantial period of time in the recent, regular course of their business.

7. Using the word "Save" or any other word or words of similar import and meaning in conjunction with a stated percentage amount of savings, unless the stated percentage amount of savings actually represents the difference between the offering price and the actual bona fide price at which such merchandise has been sold or offered for sale on a regular basis to the public by respondents for a reasonably substantial period of time in the recent, regular course of their business.

8. Falsely representing, in any manner, that savings are available to purchasers or prospective purchasers of respondents' merchandise or services; or misrepresenting in any manner the amount of savings available to purchasers or prospective purchasers of respondents' merchandise or services at retail.

9. Failing to provide repair service within the period of time respondents inform customers that said service will be completed, unless respondents obtain from such customers a signed statement permitting completion of the repair service beyond the time period originally specified by respondents; *Provided, however,* If customers do not agree to delay in completion of service, respondents will promptly return articles left for repair to customers without cost and in the same condition such articles were in when left for repair with respondents.

10. Failing to honor guarantees within thirty (30) days after respondents receive a request for service under said guarantees, unless respondents obtain a signed statement from customers permitting respondents to comply with the provisions of the guarantees beyond the aforesaid time period:

Provided however; If respondents do not obtain such agreements from customers, respondents will:

A. Refund all monies received in the purchase of items of merchandise under guarantees; or

B. Refund all monies received for repairs of appliances under guarantees; or

C. In instances when respondents have not received monies under the situations described in subparagraphs A and B hereof, respondents will return all appliances received for repair under guarantees in the same condition the appliances were in when left for repair with respondents.

It is further ordered, That the respondent corporation shall forthwith distribute a copy of this order to each of its operating divisions.

It is further ordered, That the respondents herein shall, within 60 days after service upon them of this order, file with the Commission a report in writing setting forth in detail the manner and form in which they have complied with this order.

Issued: July 28, 1969.

By the Commission.

[SEAL] JOSEPH W. SHEA, *Secretary.*

[F.R. Doc. 69-10348; Filed, Aug. 28, 1969; 8:47 a.m.]

[Docket C-1565]

PART 13—PROHIBITED TRADE PRACTICES

Smartline Garment Co., Inc., et al.

Subpart—Invoicing products falsely: § 13.1108 *Invoicing products falsely;* 13.1108-45 Fur products Labeling Act. Subpart—Misbranding or mislabeling: § 13.1185 *Composition:* 13.1185-30 Fur Products Labeling Act; § 13.1212 *Formal regulatory and statutory requirements:* 13.1212-30 Fur products Labeling Act. Subpart—Neglecting, unfairly or deceptively, to make material disclosure: § 13.1852 *Formal regulatory and statutory requirements:* 13.1852-35 Fur Products Labeling Act.

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interpret or apply sec. 5, 38 Stat. 719, as amended, sec. 8, 65 Stat. 179; 15 U.S.C. 45, 69f) [Cease and desist order, Smartline Garment Co., Inc., et al., New York, N.Y., Docket C-1565, July 16, 1969]

In the Matter of Smartline Garment Co., Inc., a Corporation, and Edwin Sena, and Sally Sena, Individually and as Officers of Said Corporation

Consent order requiring a New York City manufacturer of fur trimmed misses' coats to cease misbranding and deceptively invoicing its fur products.

The order to cease and desist, including further order requiring report of compliance therewith, is as follows:

It is ordered, That Smartline Garment Co., Inc., a corporation, and its officers, and Edwin Sena and Sally Sena, individually and as officers of said corporation, and respondents' representatives, agents, and employees, directly or through any corporate or other device, in connection with the introduction, or manufacture for introduction, into commerce, or the sale, advertising or offering for sale in commerce, or the transportation or distribution in commerce, of any fur product; or in connection with the manufacture for sale, sale, advertising, offering for sale, transportation or distribution, of any fur product which is made in whole or in part of fur which has been shipped and received in commerce, as the terms "commerce," "fur," and "fur product" are defined in the Fur Products

Labeling Act, do forthwith cease and desist from:

A. Misbranding any fur product by:

1. Representing directly or by implication on a label that the fur contained in such fur product is natural when such fur is pointed, bleached, dyed, tip-dyed, or otherwise artificially colored.

2. Failing to affix a label to such fur product showing in words and in figures plainly legible all of the information required to be disclosed by each of the subsections of section 4(2) of the Fur Products Labeling Act.

3. Setting forth information required under section 4(2) of the Fur Products Labeling Act and the rules and regulations promulgated thereunder in abbreviated form on a label affixed to such fur product.

4. Setting forth information required under section 4(2) of the Fur Products Labeling Act and the rules and regulations promulgated thereunder in handwriting on a label affixed to such fur product.

B. Falsely or deceptively invoicing any fur product by:

1. Failing to furnish an invoice, as the term "invoice" is defined in the Fur Products Labeling Act, showing in words and figures plainly legible all the information required to be disclosed by each of the subsections of section 5(b)(1) of the Fur Products Labeling Act.

2. Representing directly or by implication on an invoice that the fur contained in such fur product is natural when such fur is pointed, bleached, dyed, tip-dyed, or otherwise artificially colored.

3. Failing to set forth the term "natural" as part of the information required to be disclosed on an invoice under the Fur Products Labeling Act and the rules and regulations promulgated thereunder to describe such fur product which is not pointed, bleached, dyed, tip-dyed or otherwise artificially colored.

It is further ordered, That the respondent corporation shall forthwith distribute a copy of this order to each of its operating divisions.

It is further ordered, That the respondents herein shall, within sixty (60) days after service upon them of this order, file with the Commission a report in writing setting forth in detail the manner and form in which they have complied with this order.

Issued: July 16, 1969.

By the Commission.

[SEAL] JOSEPH W. SHEA, *Secretary.*

[F.R. Doc. 69-10349; Filed, Aug. 28, 1969; 8:47 a.m.]

Title 45—PUBLIC WELFARE

Subtitle A—Department of Health, Education, and Welfare, General Administration

PART 57—VOLUNTEER SERVICES

Sec.
57.1 Applicability.
57.2 Definitions.
57.3 Volunteer service programs.
57.4 Acceptance and use of volunteer services.
57.5 Services and benefits available to volunteers.

AUTHORITY: The provisions of this Part 57 issued under sec. 223, 58 Stat. 683, as amended by 81 Stat. 539, 42 U.S.C. 217b.

§ 57.1 Applicability.

The regulations in this part apply to the acceptance of volunteer and uncompensated services for use in the operation of any health care facility of the Department or in the provision of health care.

§ 57.2 Definitions.

As used in the regulations in this part:

"Secretary" means the Secretary of Health, Education, and Welfare.

"Department" means the Department of Health, Education, and Welfare.

"Volunteer services" are services performed by individuals (hereafter called volunteers) whose services have been offered to the Government and accepted under a formal agreement on a without compensation basis for use in the operation of a health care facility or in the provision of health care.

"Health care" means services to patients in Department facilities, beneficiaries of the Federal Government, or individuals or groups for whom health services are authorized under the programs of the Department.

"Health care facility" means a hospital, clinic, health center, or other facility established for the purpose of providing health care.

§ 57.3 Volunteer service programs.

Programs for the use of volunteer services may be established by the Secretary, or his designee, to broaden and strengthen the delivery of health services, contribute to the comfort and well-being of patients in Department hospitals or clinics, or expand the services required in the operation of a health care facility. Volunteers may be used to supplement, but not to take the place of, personnel whose services are obtained through the usual employment procedures.

§ 57.4 Acceptance and use of volunteer services.

The Secretary, or his designee, shall establish requirements for: Accepting volunteer services from individuals or groups of individuals, using volunteer services, giving appropriate recognition to volunteers, and maintaining records of volunteer services.

§ 57.5 Services and benefits available to volunteers.

(a) The following provisions of law may be applicable to volunteers whose services are offered and accepted under the regulations in this part:

(1) Subchapter I of chapter 81 of title 5 of the United States Code relating to medical services for work related injuries;

(2) Title 28 of the United States Code relating to tort claims;

(3) Section 7903 of title 5 of the United States Code relating to protective clothing and equipment; and

(4) Section 5703 of title 5 of the United States Code relating to travel and transportation expenses.

(b) Volunteers may also be provided such other benefits as are authorized by law or by administrative action of the Secretary or his designee.

Approved: August 25, 1969.

ROBERT H. FINCH, *Secretary.*

[F.R. Doc. 69-10343; Filed, Aug. 28, 1969; 8:47 a.m.]

Title 39—POSTAL SERVICE

Chapter I—Post Office Department

MISCELLANEOUS AMENDMENTS TO CHAPTER

The regulations of the Post Office Department are revised as follows:

PART 123—ADDRESSES

I. In § 123.1(c) a reference change is made in subparagraph (4); and subparagraph (8) is added to show that mail matter bearing company permit imprints must bear a return address.

§ 123.1 General information.

* * * * *

(c) * * *

(4) Mail of any class, when its return is desired—§ 123.3.

* * * * *

(8) Matter bearing company permit imprints—§ 144.3(c) of this chapter.

* * * * *

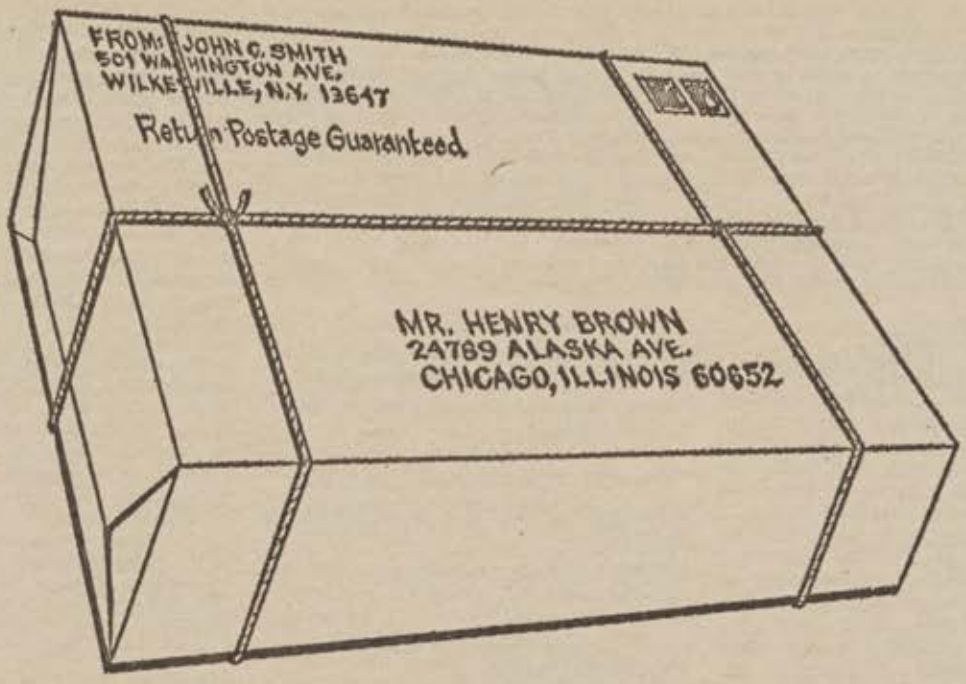
NOTE: The corresponding Postal Manual sections are 123.13d and h.

II. The regulations in §§ 123.3 and 158.3 (see amendment below) are updated, combined, and placed under one heading in § 123.3.

Section 123.3 *Where to put request for return of mail*, is revised to read as follows:

§ 123.3 Where to put request for return and retention of mail.

(a) On post and postal cards, and on second-, third-, and fourth-class mail place the words "Return Postage Guaranteed" below the return address of the sender. Example:



(b) The sender may in his return address request that mail, other than registered, insured, and certified, be held for not less than 3 days or more than 30 days. See § 158.3(b) of this chapter for registered, insured, and certified mail retention periods. Requests to lengthen or shorten retention periods specified by sender to not less than 3 nor more than 30 days will be honored only at the sender's and not the addressee's request.

Examples:

Return in 3 days to
Frank B. White,
2416 Front Street,
St. Louis, Mo. 63135.

Return in 30 days to
Frank B. White,
2416 Front Street,
St. Louis, Mo. 63135.

Return Postage Guaranteed

NOTE: The corresponding Postal Manual section is 123.3.

PART 126—SECOND CLASS—BULK MAILINGS

Section 126.3(b)(6) is amended to provide for the mailing of second-class publications without using mail sacks under certain conditions.

§ 126.3 **Mailing.**

* * * * *

(b) *Preparation by the mail of copies in packages and sacks.* * * *

(6) *Packages and sacks.* When there are six or more individually addressed copies to the destinations described in subdivisions (i) through (v) of this subparagraph, they must be securely wrapped or tied together as a package by the mailer (the mailer may package less than six copies in the same manner). Packages must be sacked by the mailer when there are enough for the same destination to fill approximately one-third of a sack. Some publishers may be equipped to prepare the required separations without using mail sacks. For example, the publisher might prepare banded bundles, place the copies on pallets, or place the copies in various kinds of containers. If arrangements mutually beneficial to the publishers and the postal service can be made for handling copies outside of mail sacks, a detailed explanation of the arrangements must be submitted by the postmaster of the post office of original second-class entry to his Regional Director, who will send the explanation with his recommendations to the Director, Classification and Special Services Division, Bureau of Operations. The decision of the Department will be furnished the Regional Director by the Director, Classification and Special Services.

* * * * *

NOTE: The corresponding Postal Manual section is 126.326.

PART 132—SECOND CLASS

Section 132.1 is updated to conform to Public Law 90-206. Section 132.1(a), in-county rates, and § 132.1(b)(4), rates for agriculture publications, are revised to clarify the application of rates for advertising and nonadvertising portions for all zones.

§ 132.1 **[Amended]**

In § 132.1 *Rates,* make the following changes:

1. Amend paragraph (a) to read as follows:

(a) *Rates charged on copies for delivery within the county where published and entered; and for delivery at post office where publishers' headquarters or general business offices are located*—(1) *When mailed at office of original entry.*

Category 1	*Rates*
(1) For delivery of publications other than weeklies at office or original entry by its letter carriers.	Publications issued more frequently than weekly: 1 cent per copy
(2) For delivery of publications other than weeklies by the letter carriers at a different post office than the office of original entry within the delivery limits of which the headquarters or general business office of the publisher is located (except that the pound rates from the office of mailing apply if they are higher)	Publications issued less frequently than weekly: Copies weighing 2 ounces or less: 1 cent per copy Copies weighing more than 2 ounces: 2 cents per copy

Category 2	Rates
(3) For delivery of weekly publications to addressees residing within the county where published from all offices within or without the county including the office of original entry.	1.4 cents per pound or fraction of a pound. (This rate will be changed to 1.5 cents beginning Jan. 1, 1970.)
(4) For delivery of all publications, of whatever frequency, through post office boxes or general delivery, and for delivery by rural or star route carriers, at an office of original entry which has letter carrier service.	0.2 cent per minimum charge per piece.
(5) For delivery of all publications of whatever frequency, by whatever services are provided, at an office of original entry which does not have letter carrier service.	NOTE: The 1.4 cents per pound and 2 cents minimum charge also apply to copies of publications of whatever frequency mailed at an office of additional entry located within the county where published and entered, to addressees residing within the county, for delivery at all offices within or without the county including the office of additional entry by whatever delivery services are provided.
(6) For delivery of all publications, of whatever frequency to addressees residing within the county where published, from all offices within or without the county, other than the office of original entry.	

(2) *Independent cities.* Each publication having an original entry at an incorporated city which is situated entirely within a county or which is situated contiguous to one or more counties in the same State, but which is politically independent of such county or counties, shall be considered within and a part of the county with which it is principally contiguous and copies mailed into that county are chargeable with postage at the rates in subparagraph (1) of this paragraph. Where more than one county is involved, the publisher shall select the principal county and notify the postmaster.

NOTE: The corresponding Postal Manual section is 132.11.

2. In paragraph (b) strike out the caption and insert in lieu thereof the following:

(b) *Rates charged on copies for delivery outside the county where published and entered, and on copies mailed at an office of additional entry located outside the county where published and entered.* * * *

3. In paragraph (b)(1) the opening sentence is amended to read as follows:

(1) *All publications, except those accepted at the special rate, classroom rate, or science of agriculture rate (see below).* * * *

4. In paragraph (b)(1), subdivision (i), amend the tabular data by deleting the column headed "Jan. 7, 1968."

5. In paragraph (b)(2), subdivision (i), amend the tabular data by deleting the column headed "Jan. 7, 1968."

6. In paragraph (b) add subparagraph (4) to read as follows:

(4) *Science of Agriculture publications.* The rate for zones 1 and 2 is 4.2 cents per pound on the advertising portion of publications devoted to promoting the science of agriculture when the total number of copies furnished during any 12-month period to subscribers residing in rural areas consists of at least 70 per centum of the total number of copies distributed by any means for any purpose. The rate on the nonadvertising portion for all zones and the minimum charges per piece are shown in subparagraph (1) (i) and (ii) of this paragraph. The rates for zones 3, 4, 5, 6, 7, and 8 on the advertising portion are shown in subparagraph (1) (i) of this paragraph.

NOTE: The corresponding Postal Manual section is 132.12.

PART 139—MIXED CLASSES

Section 139.3(b)(2) is amended for clarification.

§ 139.3 Mailing enclosures of different classes.

* * * * *

(b) *Enclosures mailed with third- and fourth-class parcels.* * * *

(2) *Third-class enclosures.* Third-class mail may be enclosed in a fourth-class parcel mailed at the special rate in § 135.1 (b), (c), and (d) of this chapter, or mailed free under Part 138 of this chapter. Postage at the applicable third-class rate must be paid for enclosures except the items listed in § 135.6 of this chapter.

* * * * *

NOTE: The corresponding Postal Manual section is 139.322.

PART 158—UNDELIVERABLE MAIL

The following changes are made in Part 158:

In § 158.2 *Treatment by classes,* paragraph (h) is amended, and subparagraph (i) is added, to include material inadvertently left out of the regulations.

§ 158.2 Treatment by classes.

* * * * *

(h) *Disposal of perishable mail, drugs, and cosmetics*—(1) *Perishable mail.* (i) Undeliverable parcels containing perishable items that cannot be forwarded or returned before spoiling, and parcels of day-old poultry that cannot be delivered or returned within 60 hours after hatching, if salable will be disposed of by the postmaster through competitive bidding.

(ii) Sale by bid will not be made to the addressee. The postmaster will send the proceeds of the sale, less a commission of 10 percent (but not less than 25 cents), to the mailer, by postal money order, with an explanation of the action taken. The postal money order fee will be deducted.

(2) *Drugs.* Packages undeliverable to either the addressee or the sender that contain drugs will be destroyed. They will not be sold, donated, or retained as dead parcel post.

(3) *Cosmetics.* Packages undeliverable to either the addressee or the sender that contain cosmetics, such as soaps, perfumes, powders, home permanent waves, hand lotions, hand creams, after-shave lotions, and deodorant sticks or pastes, which bear no statements claiming medicinal properties, will be treated as dead parcel post. Lipsticks will be destroyed. If there is any question whether the use of a cosmetic might, as the result of deterioration or for other reason, jeopardize life or health, the article will be destroyed.

NOTE: The corresponding Postal Manual section is 158.28.

(i) *Disposal to institutions*—(1) *Food.* Usable food items treated as dead mail may be donated to charitable institutions, or public institutions supported in whole or in part by Federal, State, county, or municipal funds. These institutions include but are not limited to hospitals, asylums, and reformatories. The following conditions apply:

(i) "Homemade" items must not be donated but must be destroyed. If any doubt exists as to whether an item is "homemade", the item shall be destroyed.

(ii) If the local municipal welfare department will assume responsibility for distribution of usable food items to eligible institutions, this method is preferred. Otherwise, postmasters shall equitably apportion the items among eligible applicant institutions.

(iii) The recipient must sign a release stating that the Postal Service is relieved of all responsibility connected with the food items or their subsequent use. Releases must be retained in post office files.

(iv) No selection shall be made by the receiving institutions as to the type or quantity of food items to be accepted.

(v) Food items must be called for as soon as possible. Postmasters may deliver these items, but only if unusual circumstances prevail.

(vi) Food item that cannot be disposed of by donation shall be destroyed.

(2) *Periodical publications.* On request, copies of undeliverable newspapers, magazines, and other periodical publications may be furnished to reformatory institutions, hospitals, asylums, and other similar institutions which are organized for charitable purposes or which are supported in whole or in part by Federal, State, or municipal funds, under the following conditions:

(i) No additional clerical time shall be used in the post office over that required for disposal of the copies as waste material.

(ii) No selection shall be made by the receiving institutions as to character, quantity, or type of publications to be furnished.

(iii) The receiving institutions shall call for the copies promptly after notification of their availability, or on a scheduled basis.

(iv) The receiving institutions shall

be informed that this privilege is entirely at the option of the Postal Service and may be curtailed or discontinued at any time without notice.

(3) *Samples of merchandise.* Dispose of undeliverable samples of merchandise sent for advertising purposes, which do not bear the words "Return Postage Guaranteed", as follows:

(i) Remove and destroy wrappers if that is practicable and can be accomplished without additional expense, and deliver impartially to charitable or reformatory institutions that promise their free distribution.

(ii) Dispose of, as waste, samples not suitable for distribution indicated in subdivision (i) of this subparagraph except that anything of sufficient value to warrant the expense of transportation and handling must be sent to the proper dead parcel post branch without listing or recording.

(iii) Treat packages of foods, drugs, and cosmetics in accordance with paragraph (h) if this section.

NOTE: The corresponding Postal Manual section is 158.29.

The following amendments delete § 158.3 (transferred to § 123.3, see amendment above); redesignate succeeding sections; and change references set out in the latter. Accordingly:

§ 158.3 [Deleted]

a. Section 158.3 *Return address,* is deleted.

§§ 158.3–158.7 [Redesignated]

b. Sections 158.4 through 158.8 are redesignated as §§ 158.3 through 158.7, respectively.

§ 158.3 [Amended]

c. In § 158.3 *Retention periods,* as redesignated next above, the reference in paragraph (a)(1)(ii) to "§ 158.3(b)" is changed to "§ 123.3(b)".

§ 158.4 [Amended]

d. In § 158.4 *Disposal of undeliverable mail,* as redesignated above, the reference in paragraph (c) to "§ 158.4" is changed to "§ 158.3"; and the reference in paragraph (f) to "§ 158.7(b)(1)" is changed to "§ 158.6(b)(1)".

§ 158.6 [Amended]

e. In § 158.6 *Dead mail,* as redesignated above, the references in paragraph (b)(1) to "§§ 158.4" and "158.5" are changed to "§§ 158.3" and "158.4", respectively.

NOTE: The corresponding Postal Manual sections are 158.3–158.8.

PART 164—PAYMENT FOR LOSSES

§ 164.6 [Amended]

In § 164.6 *Official mailings,* paragraph (a), the last sentence therein (dealing with a reference) is deleted as being obsolete.

NOTE: The corresponding Postal Manual section is 164.61.

PART 171—MONEY ORDERS

§ 171.3 [Amended]

In § 171.3 *Cashing money orders,* paragraph (i) *Cashing money orders issued by foreign countries,* is amended by adding thereto the following: "Canadian domestic money orders may be paid only if they show a U.S. office of payment and the amount is expressed in U.S. funds."

NOTE: The corresponding Postal Manual section is 171.39.

(5 U.S.C. 301, 39 U.S.C. 501, 4101–4110, 4358, 4359, 4369, 4421, 4555, 5005, 5103)

DAVID A. NELSON,
General Counsel.

[F.R. Doc. 69–10280; Filed, Aug. 28, 1969; 8:45 a.m.]

Title 49—TRANSPORTATION

Chapter I—Hazardous Materials Regulations Board, Department of Transportation

[Docket No. HM–21; Amdt. 173–13]

PART 173—SHIPPERS

Electric Storage Batteries; Exemption

The purpose of this amendment to the Hazardous Materials Regulations of the Department of Transportation is to expand an exemption for shipments of electric storage batteries containing electrolyte or battery fluid by highway.

On April 12, 1969, the Hazardous Materials Regulations Board published a notice of proposed rule making, docket HM–21; notice No. 69–9 (34 F.R. 6444), which proposed an amendment of 49 CFR 173.260(e) that would expand an exemption concerned with the shipping of electric storage batteries by highway. Materials other than hazardous materials which are not permitted under the existing exemption would be permitted to be carried in the same motor vehicle with batteries under certain conditions.

Interested persons were afforded an opportunity to participate in this rule making. Of the comments received no objection was taken to the provisions of the basic proposal except that one commenter believes the exemption extension is discriminatory because rail transportation was not included. The Board will consider this comment as a petition for further rule making since such a proposal was not made by the Board in the notice.

In consideration of the foregoing, paragraph (e) of § 173.260 of title 49 of the Code of Federal Regulations is amended to read as follows:

§ 173.260 Electric storage batteries, wet.

* * * * *

(e) Electric storage batteries containing electrolyte or battery fluid are exempt from Parts 170–189 of this chapter, and Part 397 of Chapter III of this title, for carriage by highway or rail if—

(1) For shipments by rail, the batteries (either wet or dry) constitute the only commodity being transported and are loaded or braced to prevent damage in transit and short circuits.

(2) For shipments by highway,

(i) No other hazardous materials are transported in the same vehicle, and

(ii) the batteries are loaded or braced so as to prevent damage and short circuits in transit,

(iii) any other material loaded in the same vehicle is blocked, braced, or otherwise secured to prevent contact with or damage to the batteries, and

(iv) the transport vehicle is carrying no material shipped by any person other than the shipper of the batteries.

* * * * *

This amendment is effective December 30, 1969. However, compliance with the regulations as amended herein is authorized immediately.

(Secs. 831–835, title 18, United States Code; sec. 9, Department of Transportation Act (49 U.S.C. 1657))

Issued in Washington, D.C., on August 25, 1969.

E. H. HOLMES,
Acting Administrator,
Federal Highway Administration.

[F.R. Doc. 69–10367; Filed, Aug. 28, 1969; 8:48 a.m.]

[Docket No. HM–20; Amdt. 173–12]

PART 173—SHIPPERS

Hydrofluoric Acid

The purpose of this amendment to the Hazardous Materials Regulations of the Department of Transportation is to authorize shipments of hydrofluoric acid in specifications 2S and 2SL polyethylene liners inside specification 37M cylindrical steel overpacks.

On April 12, 1969, the Hazardous Materials Regulations Board published a notice of proposed rule making, docket HM–20; notice No. 69–8 (34 F.R. 6444), which proposed to authorized additional inside liners 2S and 2SL with specification 37M steel overpacks for hydrofluoric acid. It was proposed to cancel § 173.264(a)(18) and combine the provisions thereof with paragraph (a)(17) of that section. Interested persons were afforded an opportunity to participate in this rule making.

Several comments were received concerning the notice. One commenter raised the point that the proposal would have the effect of permitting the use of specification 37M overpacks having capacities up to 55 gallons and doubted that it was the intent of the proposal to so provide. This commenter indicated that its experience would not justify a capacity of 55 gallons in a drum of 20 gauge thickness. Another commenter raised the question of disposal of "single-trip drums" in this service. Since the 37M drum is a nonreusable" drum rather than a "single-trip" drum, it is assumed that the commenter meant to refer to the former.

Authorizing the use of specifications 2S and 2SL liners inside specification 37M overpacks would permit the composite package to have capacities up to 55 gallons. This was the intent of the notice, and of the petition on which the notice was based. The Board believes that this change is justified in view of the satisfactory experience gained under the terms of special permits. The specification 2T liner will continue to be limited to 13 gallons capacity. As indicated

above, the specification 37M is a nonreuseable drum. It is not within the purview of the Hazardous Materials Regulations to require users of materials shipped in these drums to dispose of containers in any particular manner so long as transportation is not involved.

In consideration of the foregoing, 49 CFR Part 173 is amended as follows:

In § 173.264 paragraph (a)(17) is amended; paragraph (a)(18) is canceled as follows:

§ 173.264 Hydrofluoric acid.

(a) * * *

(17) Specification 6D (§ 178.102 of this chapter) or 37M (nonreuseable) (§ 178.134 of this chapter) cylindrical steel overpacks with inside specifications 2S, 2SL, or 2T (§§ 178.35, 178.35a, 178.21 of this chapter) polyethylene liners. Specification 37M overpack of over 15-gallon capacity must be constructed of at least 20-gauge steel. Authorized only for acid of not over 70 percent strength.

(18) [Canceled]

* * * * *

This amendment is effective December 30, 1969. However, compliance with the regulations as amended herein is authorized immediately.

(Secs. 831–835, title 18, United States Code; sec. 9, Department of Transportation Act (49 U.S.C. 1657); title VI, sec. 902(h), Federal Aviation Act of 1958 (49 U.S.C. 1421–1430, 1472(h)))

Issued in Washington, D.C., on August 25, 1969.

P. E. TRIMBLE,
Vice Admiral, U.S. Coast Guard,
Acting Commandant.

R. N. WHITMAN,
Administrator,
Federal Railroad Administration.

E. H. HOLMES,
Acting Administrator,
Federal Highway Administration.

SAM SCHNEIDER,
Board Member, for the
Federal Aviation Administration.

[F.R. Doc. 69-10366; Filed, Aug. 28, 1969; 8:48 a.m.]

[Docket No. HM-24; Admt. 177-6]

PART 177—SHIPMENTS MADE BY WAY OF COMMON, CONTRACT, OR PRIVATE CARRIERS BY PUBLIC HIGHWAY

Explosives on Vehicles in Combination

The purpose of this amendment to the Hazardous Materials Regulations of the Department of Transportation is to authorize the transportation of Class A explosives on one vehicle of a combination of motor vehicles when certain other hazardous materials, heretofore restricted, are transported in another vehicle of the same combination.

On May 8, 1969, the Hazardous Materials Regulations Board issued a notice of proposed rule making, docket No. HM-24; notice No. 69-13 (34 F.R. 7457), which proposed to amend 49 CFR 177.835(c) to relax the application of § 177.848 to a combination of vehicles where one or more vehicle contains hazardous materials.

Interested persons were afforded an opportunity to participate in this rule making. Comments were received from several parties most of which favored the proposal. One commenter objected to the proposed change on the grounds that it would increase the hazard to the public. This commenter gave no basis for its conclusion other than that it did not feel that the reasons stated in the notice were persuasive. For the reasons stated in the notice and as discussed herein, the Board believes that the proposed change is justified.

One commenter suggested there is a tendency to consider blasting caps as initiating explosives, and that inasmuch as proposed § 177.835(c)(4)(i) names "initiating explosive" it could be construed to prohibit blasting caps. Blasting caps are used to initiate explosives but are not classed as or considered "initiating explosives" for regulatory purposes. The requirements applicable to the transportation of blasting caps are separate and distinct from the requirements applicable to shipments of initiating explosives. Therefore, the end result sought by this comment is achieved without any change in the proposed language. For clarification in paragraph (c)(4) the word "type" is deleted and the word "contains" is substituted for the word "loaded."

In consideration of the foregoing, Part 177 of Title 49 of the Code of Federal Regulations is amended by amending paragraph (c) of § 177.835 to read as follows:

§ 177.835 Explosives.

* * * * *

(c) *Explosives on vehicles in combination.* Class A explosives may not be loaded into or carried on any vehicle of a combination of vehicles if:

(1) More than two cargo carrying vehicles are in the combination;

(2) Any full trailer in the combination has a wheel base of less than 184 inches;

(3) Any vehicle in the combination is a tank motor vehicle which is required to be marked or placarded under § 177.823; or

(4) The other vehicle in the combination contains any:

(i) Initiating explosive,

(ii) Packages of radioactive materials bearing "Yellow III" labels,

(iii) Class A or B poisons, or

(iv) Hazardous materials in a portable tank or a DOT specification 106A or 110A tank.

* * * * * *

This amendment is effective December 30, 1969. However, compliance with the regulations as amended herein is authorized immediately.

(Secs. 831–835, title 18, United States Code; sec. 9, Department of Transportation Act (49 U.S.C. 1657))

Issued in Washington, D.C., on August 25, 1969.

E. H. HOLMES,
Acting Administrator,
Federal Highway Administration.

[F.R. Doc. 69-10368; Filed, Aug. 28, 1969; 8:48 a.m.]

Proposed Rule Making

DEPARTMENT OF AGRICULTURE

Consumer and Marketing Service

[7 CFR Part 1075]

[Docket No. AO-248-A11]

MILK IN BLACK HILLS, S. DAK., MARKETING AREA

Notice of Recommended Decision and Opportunity To File Written Exceptions on Proposed Amendments to Tentative Marketing Agreement and to Order

Pursuant to the provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601 et seq.), and the applicable rules of practice and procedure governing the formulation of marketing agreements and marketing orders (7 CFR Part 900), notice is hereby given of the filing with the Hearing Clerk of this recommended decision with respect to proposed amendments to the tentative marketing agreement and order regulating the handling of milk in the Black Hills, S. Dak., marketing area. Interested parties may file written exceptions to this decision with the Hearing Clerk, U.S. Department of Agriculture, Washington, D.C. 20250, by the 15th day after publication of this decision in the FEDERAL REGISTER. The exceptions should be filed in quadruplicate. All written submissions made pursuant to this notice will be made available for public inspection at the office of the Hearing Clerk during regular business hours (7 CFR 1.27(b)).

PRELIMINARY STATEMENT

The hearing on the record of which the proposed amendments, as hereinafter set forth, to the tentative marketing agreement and to the order as amended, were formulated, was conducted at Rapid City, S. Dak., on June 17, 1969, pursuant to notice thereof which was issued May 29, 1969 (34 F.R. 8972).

The material issues on the record of the hearing relate to:

1. Class I price.
2. Class II price.
3. Butterfat differentials.
4. Base-excess plan.
5. Pool plant standards.
6. Miscellaneous changes.

FINDINGS AND CONCLUSIONS

The following findings and conclusions on the material issues are based on evidence presented at the hearing and the record thereof:

1. *Class I price.* The level of the Class I milk price should be reduced 40 cents per hundredweight by lowering the Class I differential to $1.95 ($1.75 plus an additional 20 cents) over the basic formula price for the preceding month. The order now provides a Class I differential of $2.35 ($2.15 plus an additional 20 cents) over the basic formula for the preceding month.

The change was proposed by the cooperative supplying milk to the market, and it was supported by a proprietary handler distributing fluid milk products in the marketing area. There was no opposition to the proposal.

Proponent's chief testimony concerning the proposal was that (1) the market is less isolated from competition than in 1954 when the order was established, and (2) the present Class I price is not properly aligned with the Class I prices provided in adjacent Federal order markets.

The Black Hills area is now comparatively less isolated from milk supplies in other areas than was the case in 1954 when the order was established. Improved sanitary standards in the production and handling of milk have increased the shelf life of fresh fluid milk products, thereby permitting them to be moved greater distances than previously. Larger and improved refrigeration trucks have facilitated the movement of increasing quantities of milk between markets. Roads have been greatly improved, and the Interstate highway system has been about completed from Sioux Falls in the extreme eastern part of South Dakota to Rapid City in the extreme western part of the State.

The Black Hills market has moved from being a deficit market at its inception 15 years ago to one of substantial surplus, which has no foreseeable outlet in fluid form. In 1968, the Class I utilization of the market dropped to 42 percent from 54 percent in 1967. In November 1968, only 32 percent of producer milk was used in Class I compared with 59 percent in November 1967. In April 1969, only 31 percent of producer receipts was used in Class I compared with 47 percent in April 1968.

There were two principal factors contributing to this decline. First, a proprietary pool handler closed his bottling plant in Rapid City in August 1968. Since then, the handler has been supplying fluid milk outlets in the market from his plant at Moorhead, Minn., which is regulated under the Minnesota-North Dakota order. Secondly, a handler regulated under the Nebraska-Western Iowa order has begun the distribution of fluid milk products in the Black Hills marketing area. His business has been gaining and locally produced milk is being displaced.

The substantial reduction in Class I utilization for the market has resulted, at least in part, because the Class I price level has not remained appropriately aligned with competing Federal order markets.

The difference between the Class I price for the Minnesota-North Dakota order and that for the Black Hills order for May 1969 was $1.29 per hundredweight. The indicated cost to the Minnesota-North Dakota handler in moving bulk milk about 550 miles from his Moorhead, Minn., plant to the Black Hills area ranges between 66 cents and 82 cents per hundredweight. Packaged fluid milk products would cost somewhat more. This leaves the Moorhead handler with a price advantage of 47 cents to 63 cents per hundredweight on his disposition of fluid milk products in competition with Black Hills handlers.

A similar comparison shows that the Nebraska-Western Iowa handler can move milk about 400 miles from Norfolk, Nebr., to Rapid City, S. Dak., at a cost of about 60 cents per hundredweight. The difference in Class I prices between the two markets was 75 cents per hundredweight for May 1969.

Although no milk is presently moving to the Black Hills area from the Eastern South Dakota market, the May 1969 Class I milk price was 85 cents per hundredweight less in that market than under the Black Hills order. The distance between Rapid City and Sioux Falls, S. Dak., is about 366 miles, and fluid milk products could move from Sioux Falls to Rapid City at a price advantage of about 30 cents per hundredweight to a handler located at Sioux Falls.

The local cooperative sells milk to a handler regulated by the Eastern Colorado order which is pooled under that order. The handler, in turn, supplies milk and other dairy products to its stores throughout the Black Hills area.

The Class I price of the Eastern Colorado order for May 1969 was $6.53. This was 16 cents per hundredweight less than the Black Hills Class I price. The indicated cost of moving milk between Rapid City and Denver was about 70 cents per hundredweight. The price change proposed herein would bring the Class I price level somewhat below the price effective under the Eastern Colorado order.

The Black Hills marketing area has a special competitive vulnerability in the presence of the Ellsworth Air Force Base in the marketing area. A Black Hills handler presently serves this substantial outlet for fluid milk. The loss of this business through Class I prices that are not appropriately aligned with competing Federal order markets could only lead to further deterioration in Class I sales, and necessitate the movement of an alternative supply from longer distances.

It is concluded that the lower Class I price level proposed herein will tend to remove the Class I price disparity that prevails between the Black Hills market and competitive markets. The change will provide better price alignment among these orders, taking into account

the cost of moving milk between them.

2. *Class II price.* The Class II price should be the basic formula price for the month, but not to exceed a butter-nonfat dry milk formula price proposed herein.

The Class II price is now based solely on a butter-nonfat dry milk formula. The cooperative proposed that the Class II price be the basic formula price for the month (computed from the Minnesota-Wisconsin manufacturing milk price series) less 13 cents for each month of the year.

Proponent's chief reasons for the proposal were that (1) the present order Class II price is unreasonably low compared with prices being paid for manufacturing grade milk in the Black Hills area, and (2) a Class II price based on the Minnesota-Wisconsin manufacturing milk price series will accurately reflect the value of manufacturing grade milk. There was no opposition to the proposal.

From the inception of the order, the cooperative has assumed the chief responsibility for handling reserve milk not accepted by pool plants. When the order was established there were no manufacturing outlets in the Black Hills area for seasonal Grade A surplus. The cooperative handled the occasional surplus in the market at that time by separating and selling the cream and by disposing of the skim milk with no financial return to the association.

Since then, marketing conditions for reserve milk have changed. The cooperative regularly disposes of a large volume of surplus Grade A milk for manufacturing to cheese plants and butter-nonfat dry milk plants. Also, a cheese plant at Sturgis, S. Dak. (about 30 miles northwest of Rapid City) has been developing a supply of manufacturing grade milk in the same area from which the cooperative obtains its supply.

The plant at Sturgis currently is paying $4.20 per hundredweight for such milk. The order Class II price ranged between $3.65 and $4.03 per hundredweight in 1968. The average Class II price for 1968 was $3.88, and since January 1969 it has ranged between $3.93 and $3.99.

The wide difference between the manufacturing milk price and the Class II price for the market is inappropriate under present marketing conditions. The price now paid by regulated plants for Class II milk does not reflect the full value of such milk if delivered to the nearby manufacturing outlet. The price for manufacturing milk should be at a level which will provide the highest possible returns to producers in the market, while at the same time it encourages the orderly marketing of reserve milk. A price formula using the basic formula price, but not to exceed a representative butter-nonfat dry milk formula price, would provide a price level more closely representing the full value of manufacturing milk than does the present formula. The basic formula price now provided in the order is computed as the average Minnesota-Wisconsin manufacturing milk price, which is used in many Federal order markets as both a basic formula price and the surplus class price.

The Minnesota-Wisconsin price series is representative of prices paid to farmers for about one-half the manufacturing grade milk sold in the United States. In Minnesota about 84 percent of the milk sold off farms is of manufacturing grade and in Wisconsin about 58 percent. There are many plants in these States which compete for such milk supplies. This price series reflects a price level determined by competitive conditions which are affected by demand in all of the major uses of manufactured dairy products.

In the Black Hills area, the cooperative handles the surplus for the market. As indicated previously, part of the surplus disposition is made to local cheese plants. The cooperative also operates a nonfat dry milk processing facility and disposes of substantial quantities of surplus to local butter plants and to butter-nonfat dry milk plants in other parts of South Dakota.

A particular segment of the manufactured milk industry may be temporarily influenced by marketing conditions which do not affect the remainder of the industry to the same degree. Such conditions may not be fully reflected in the Minnesota-Wisconsin price series. Because of the importance of butter and nonfat dry milk as an outlet in this market, it is desirable that the Class II price not exceed a price level based on a butter-nonfat dry milk formula.

Use of this formula as a "ceiling" will insure that the Class II prices will continue to reflect the values of butter and nonfat dry milk in the event of a temporary divergence in the relationship between such values and the Minnesota-Wisconsin price, which also reflects the values of other manufactured dairy products such as cheese and evaporated milk.

A similar alternate formula based on butter and nonfat dry milk values is used in a number of Federal order markets, particularly where the primary facilities for handling the reserve milk are butter-nonfat dry milk plants as in the Black Hills market.

The Class II price proposed herein is computed by using product yields and market prices for butter and nonfat dry milk and a "make allowance" of 48 cents. This formula will provide an upper limit on the minimum Class II price as is appropriate in a market, such as Black Hills, where processing facilities for surplus milk are few and where there is a relatively small total quantity of milk available for manufacturing. In such instances, surplus milk cannot be handled as efficiently as might be the case in an area of heavier surplus production.

The formula proposed by the cooperative would have produced prices of $4.11 for 1968 and $4.21 for the first 5 months of 1969. The basic formula price, limited by the butter-nonfat dry milk price, would have produced prices of $4.12 for 1968 and $4.22 for the first 5 months of 1969, and would have been higher than the order Class II prices by 24 cents and 27 cents, respectively.

It is concluded that the Class II formula provided herein will provide Class II prices that are representative of the value for manufacturing milk in the area.

3. *Butterfat differentials.* The order should be amended to change the method of computing the handler (Class I and Class II) and producer butterfat differentials.

The Class I butterfat differential is now computed by adding 4.3 cents to the Class II butterfat differential for the preceding month. The Class II butterfat differential is computed by subtracting 6.5 cents from the Chicago butter price for the month, and multiplying the remainder by 0.12. The butterfat differential to producers is computed by multiplying the Chicago butter price for the month by 0.12.

(a) *Handler butterfat differentials.* The handler butterfat differential adjustment for each variation of one-tenth percent of butterfat content of milk from the basic 3.5 percent should be the amount computed as follows: Class I, multiply the Chicago butter price for the preceding month by 0.12; Class II, multiply the Chicago butter price for the month by 0.11.

The Chicago butter price is now defined in the order as the simple average of the daily wholesale selling prices (using the midpoint of any range as one price) per pound of Grade A (92-score) bulk creamery butter at Chicago, as reported during the month by the Department.

The cooperative proposed the changes provided herein, and the proposal was supported by a proprietary handler. Proponent cooperative wants to make the value of butterfat in Class I products competitive with the open market value of butterfat.

Using the proposed factor of 0.12 in computing the Class I butterfat differential will result in a substantial reduction from the butterfat differential now provided in the order. The values assigned to butterfat and skim milk when the order was established 15 years ago appropriately reflected the values of those components in milk. Since then there has been a drastic decline in the use of cream and cream products, and vegetable fats have been substituted in many of the former uses of butterfat. This has resulted in a lower value for butterfat.

In April 1969, the Class I butterfat differential in the Black Hills market was 11.5 cents. In markets relatively near the Black Hills butterfat differentials ranged from 8 cents to 8.6 cents. In the Eastern South Dakota and the Minnesota-North Dakota markets the differential was 8 cents; in the Nebraska-Western Iowa market it was 8.3 cents; in the Minneapolis-St. Paul market it was 8.1 cents; and in the Eastern Colorado market it was 8.6 cents per point of butterfat. Multiplying the Chicago butter price by 0.12 will result in a value of the fat that is more appropriately in line with the values assigned in these orders than is now the case.

The cooperative also proposed the Class II butterfat differential provided herein. It will continue to yield substantially the same butterfat differential as is presently provided. The change provided herein only makes the method of computation more uniform with similar provisions in other Federal orders.

(b) *Producer butterfat differential.* The butterfat differential used in making payments to producers should be computed at the weighted average of the return actually received from the sale of butterfat in producer milk. The rate to be used for this purpose would be the Class I and Class II butterfat differentials weighted by the proportions of butterfat in producer milk in each class. Producer returns for butterfat then will reflect the average value of the butterfat as actually used. At the present time, the per point adjustment for butterfat made in the producer price is determined by multiplying the Chicago butter price by 0.12.

The cooperative proposed the computation provided herein as an appropriate means of adjusting uniform prices to producers. It will not affect the prices paid by a handler, but will merely prorate the returns from the sale of Class I and Class II milk by handlers equitably among producers for milk that differs from the basic 3.5 butterfat test.

4. *Base-excess plan.* The "base-excess" plan for distributing returns from the sale of milk among producers no longer tends to effectuate the purposes of the Act and should be discontinued.

The base-excess plan was provided in the order to reduce fluctuations in the amount of milk supplied to the market throughout the year. The plan permits each producer to establish a base according to his deliveries to pool plants during the months of July through December of each year. In each of the following months of January through June, separate uniform prices are computed for "base" milk and "excess" milk under provisions that allot Class I uses first to base milk.

The cooperative proposed that the base-excess plan be discontinued because the supply of milk is expected to be adequate for Class I sales in all months of the year.

The Black Hills is a popular tourist and vacation area. The influx of tourists usually begins in June after the spring flush and continues into September when the market previously was short of milk. The base-excess plan encouraged dairy farmers to produce adequate supplies more evenly throughout the year to supply these additional sales. In recent years, the supply of producer milk has been adequate in every month of the year. The cooperative anticipates an ample supply of producer milk in the foreseeable future.

It is concluded that there is no need to continue the distribution of receipts from the sale of Grade A milk on the basis of base and excess prices.

5. *Pool plant qualifications.* The order should be changed to provide an additional qualification for pooling a distributing plant. In order to qualify as a pool plant, a distributing plant should dispose of at least 35 percent of its Grade A receipts in the form of fluid milk products on routes (both inside and outside the marketing area).

The order now provides that a distributing plant may be pooled in any month that a volume of Class I milk not less than 20 percent of the Grade A milk received at such plant from producers is disposed of during the month on routes in the marketing area.

The cooperative proposed a factor of 50 percent to insure against plants that are predominately manufacturing plants from drawing out of the pool and decreasing the blend price to producers. Adoption of the change provided herein, would not affect the regulatory status of any handler now serving the market. There was no opposition to the proposal.

The principal purpose of the distributing plant qualification for pooling is to assure that a plant and its milk supply are associated with the market in a significant way and in a regular manner. Otherwise, dairy farmers who have no regular affiliation could casually or incidentally associate themselves with the market when it is to their advantage to do so, but without any means of providing it with a dependable supply.

At the time the order was established, the disposition of Grade A milk produced in the Black Hills area was confined to locally based distributors. The territory supplying the Black Hills area was relatively remote and milk did not move as readily between markets as it does now. Because of improved sanitary conditions, better packaging and modern highways, milk can be transported economically over long distances. As previously indicated, the market is more vulnerable to milk that may be moved into the market from a considerable distance, but nevertheless is only casually associated with it. Fluid milk products are disposed of in the Black Hills now by three handlers regulated in relatively distant markets.

Over the years, the Black Hills area has become one in which milk production is very heavy in relation to population and to Class I sales. The qualifying standards should be fixed at levels which will insure pool plant status to those plants which are the main and regular sources of Class I milk for the marketing area.

The marketwide Class I utilization is now about 40 percent of producer receipts annually, and in some months it drops below that figure. It is likely that while one proprietary plant may have a Class I utilization in excess of the market average, others which may also serve as sources of milk for the market may have a Class I utilization that is substantially below the market average.

For this reason, the additional factor for pooling distributing plants should not be 50 percent of Grade A receipts at the plant. A factor of 35 percent would be more appropriate under present marketing conditions for the Black Hills area. Also, the percentage proposed herein will be similar to that now provided in markets relatively close to the Black Hills area.

6. *Miscellaneous changes.* The order does not not now contain a definition of route disposition although reference is made to routes in the distributing plant definition and in the pool plant provision. An appropriate definition of route disposition is provided herein to clarify references to it in those provisions cited. Since the route disposition definition will define what such disposition is, the distributing plant definition can be shortened by referring to route disposition and by deleting language which would be provided in the definition of route disposition.

Rulings on Proposed Findings and Conclusions

Briefs and proposed findings and conclusions were filed on behalf of certain interested parties. These briefs, proposed findings and conclusions and the evidence in the record were considered in making the findings and conclusions set forth above. To the extent that the suggested findings and conclusions filed by interested parties are inconsistent with the findings and conclusions set forth herein, the requests to make such findings or reach such conclusions are denied for the reasons previously stated in this decision.

General Findings

The findings and determinations hereinafter set forth are supplementary and in addition to the findings and determinations previously made in connection with the issuance of the aforesaid order and of the previously issued amendments thereto; and all of said previous findings and determinations are hereby ratified and affirmed, except insofar as such findings and determinations may be in conflict with the findings and determinations set forth herein.

(a) The tentative marketing agreement and the order, as hereby proposed to be amended, and all of the terms and conditions thereof, will tend to effectuate the declared policy of the Act;

(b) The parity prices of milk as determined pursuant to section 2 of the Act are not reasonable in view of the price of feeds, available supplies of feeds, and other economic conditions which affect market supply and demand for milk in the marketing area, and the minimum prices specified in the proposed marketing agreement and the order, as hereby proposed to be amended, are such prices as will reflect the aforesaid factors, insure a sufficient quantity of pure and wholesome milk, and be in the public interest; and

(c) The tentative marketing agreement and the order, as hereby proposed to be amended, will regulate the handling of milk in the same manner as, and will be applicable only to persons in the respective classes of industrial and commercial activity specified in, a marketing agreement upon which a hearing has been held.

RECOMMENDED MARKETING AGREEMENT AND ORDER AMENDING THE ORDER

The following order amending the order as amended regulating the handling of milk in the Black Hills, S. Dak., marketing area is recommend as the detailed and appropriate means by which the foregoing conclusions may be carried out. The recommended marketing agreement is not included in this decision because the regulatory provisions thereof would be the same as those contained in the order, as hereby proposed to be amended:

1. Section 1075.9 is revised to read as follows:

§ 1075.9 Distributing plant.

"Distributing plant" means a plant in which milk approved by a duly constituted health authority for fluid consumption is processed or packaged and which has route disposition in the marketing area during the month.

2. In § 1075.12, paragraph (a) is revised to read as follows:

§ 1075.12 Pool plant.

* * * * *

(a) A distributing plant that has route disposition during the month of not less than 35 percent of the Grade A milk received at such plant from dairy farmers and from other plants, and that has route disposition in the marketing area during the month of not less than 20 percent of such receipts.

* * * * *

3. Section 1075.20 is revoked and a new section is provided to read as follows:

§ 1075.20 Route disposition.

"Route disposition" means a delivery to a retail or wholesale outlet (except to a plant) either direct or through any distribution facility (including disposition from a plant store, vendor or vending machine) of a fluid milk product classified as Class I pursuant to § 1075.41 (a).

§ 1075.21 [Reserved]

4. Section 1075.21 is revoked and reserved for future assignment.

5. In § 1075.27, paragraph (j)(2) is revised to read as follows:

§ 1075.27 Duties.

* * * * *

(j) * * *

(2) The 10th day after the end of the month, the uniform price pursuant to § 1075.72 and the producer butterfat differential pursuant to § 1075.81.

* * * * *

§ 1075.27 [Amended]

6. Section 1075.27(j)(3) is revoked.

7. In § 1075.30, paragraph (a) is revised as follows:

§ 1075.30 Reports of receipts and utilization.

* * * * *

(a) The quantities of skim milk and butterfat contained in or represented by receipts of milk from approved dairy farmers;

* * * * *

8. In § 1075.31(b), subparagraph (2) is revised to read as follows:

§ 1075.31 Other reports.

* * * * *

(b) * * *

(2) The total pounds of milk received from such producer,

* * * * *

9. In § 1075.51, paragraphs (a) and (b) are revised to read as follows:

§ 1075.51 Class prices.

* * * * *

(a) *Class I milk price.* The Class I milk price shall be the basic formula price for the preceding month plus $1.75, and plus 20 cents.

(b) *Class II milk price.* The Class II milk price shall be the basic formula price for the month, but in no event shall the Class II price exceed an amount computed as follows:

(1) Multiply by 4.2 the Chicago butter price;

(2) Multiply by 8.2 the weighted average of carlot prices per pound of spray process nonfat dry milk for human consumption, f.o.b. manufacturing plants in the Chicago area, as published for the period from the 26th day of the immediately preceding month through the 25th day of the current month by the Department; and

(3) From the sum of the results arrived at under subparagraphs (1) and (2) of this paragraph subtract 48 cents, and round to the nearest cent.

10. In § 1075.52, paragraphs (a) and (b) are revised to read as follows:

§ 1075.52 Butterfat differentials to handlers.

* * * * *

(a) *Class I price.* Multiply the Chicago butter price for the preceding month by 0.12.

(b) *Class II price.* Multiply the Chicago butter price for the month by 0.11.

* * * * *

11. Section 1075.60 is revised to read as follows:

§ 1075.60 Producer-handler.

Sections 1075.40 through 1075.46, 1075.50 through 1075.53, 1075.70 through 1075.74, and 1075.80 through 1075.83 shall not apply to a producer-handler.

§ 1075.71 [Amendment]

12. In the introductory text of § 1075.71, change the word "prices" to "price".

13. Section 1075.72(b) is revised to read as follows:

§ 1075.72 Computation of the weighted average price and uniform price.

* * * * *

(b) Subtract not less than 4 cents nor more than 5 cents from the price computed pursuant to paragraph (a) of this section. The result shall be the "weighted average price" or the "uniform price" for producer milk.

§ 1075.73 [Reserved]

14. Section 1075.73 is revoked and reserved for future assignment.

15. In § 1075.74, paragraph (b) is revised to read as follows:

§ 1075.74 Notification of handlers.

* * * * *

(b) The uniform price computed pursuant to § 1075.72;

* * * * *

§§ 1075.75, 1075.76, 1075.77 [Revoked]

16. The subheading "Determination of Base" and §§ 1075.75, 1075.76, and 1075.77 are revoked.

17. In § 1075.80, paragraph (a) is revised to read as follows:

§ 1075.80 Time and method of payment.

* * * * *

(a) To each producer for milk received from him at a pool plant and for whom payment is not made to a cooperative association pursuant to paragraph (b) of this section, at not less than the uniform price computed pursuant to § 1075.72 subject to the butterfat differentials and location differentials pursuant to §§ 1075.81 and 1075.82; and

* * * * *

18. Section 1075.81 is revised to read as follows:

§ 1075.81 Butterfat differentials to producers.

The uniform price to be paid to each producer shall be increased or decreased for each one-tenth of 1 percent that the butterfat content of his milk is above or below 3.5 percent, respectively, at the rate determined by multiplying the pounds of butterfat in producer milk allocated to each class pursuant to § 1075.46 by the respective butterfat differential for each class, dividing the sum of such values by the total pounds of such butterfat and rounding the resultant figure to the nearest one-tenth cent.

19. In § 1075.82, paragraph (a) is revised to read as follows:

§ 1075.82 Location differentials to producers and on nonpool milk.

(a) The uniform price for producer milk received at a pool plant shall be reduced according to the location of the pool plant, at the rates set forth in § 1075.53; and

* * * * *

Signed at Washington, D.C., on August 26, 1969.

JOHN C. BLUM,
Deputy Administrator, Regulatory Programs.

[F.R. Doc. 69-10359; Filed, Aug. 28, 1969; 8:48 a.m.]

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

[14 CFR Part 71]

[Airspace Docket No. 69-WE-55]

CONTROL ZONE AND TRANSITION AREA

Proposed Alteration

The Federal Aviation Administration is considering amendments to Part 71 of

the Federal Aviation Regulations that would alter the descriptions of the Pueblo, Colo., control zone and transition area.

Interested persons may participate in the proposed rule-making by submitting such written data, views, or arguments as they may desire. Communications should be submitted in triplicate to the Director, Western Region, Attention: Chief, Air Traffic Division, Federal Aviation Administration, 5651 West Manchester Avenue, Post Office Box 92007, Worldway Postal Center, Los Angeles, Calif. 90009. All communications received within 30 days after publication of this notice in the FEDERAL REGISTER will be considered before action is taken on the proposed amendments. No public hearing is contemplated at this time, but arrangements for informal conferences with Federal Aviation Administration officials may be made by contacting the Regional Air Traffic Division Chief. Any data, views, or arguments presented during such conferences must also be submitted in writing in accordance with this notice in order to become part of the record for consideration. The proposals contained in this notice may be changed in the light of comments received.

A public docket will be available for examination by interested persons in the office of the Regional Counsel, Federal Aviation Administration, 5651 West Manchester Avenue, Los Angeles, Calif. 90045.

The criteria for establishment of control zones and transition areas has recently been changed. Accordingly it is necessary to alter such areas to conform to the new criteria.

In consideration of the foregoing the FAA proposes the following airspace actions:

In § 71.171 (34 F.R. 4557) the description of the Pueblo, Colo., control zone is amended to read as follows:

PUEBLO, COLO.

Within a 5-mile radius of Pueblo Memorial Airport (latitude 38°17'30" N., longitude 104°30'00" W.); within 2 miles each side of the Pueblo ILS localizer west course, extending from the 5-mile radius zone to the LOM; within 4 miles each side of the Pueblo VORTAC 081° radial, extending from the 5-mile radius zone to 9 miles east of the VORTAC.

In § 71.181 (34 F.R. 4637) the description of the Pueblo, Colo., transition area as amended by (34 F.R. 11379) is further amended to read as follows:

PUEBLO, COLO.

That airspace extending upward from 700 feet above the surface within a 9-mile radius of the Pueblo VORTAC; within 2 miles each side of the Pueblo VORTAC 275° radial, extending from the 9-mile radius area to 16 miles west of the VORTAC, and within 4.5 miles each side of the Pueblo VORTAC 081° radial, extending from the 9-mile radius area to 11.5 miles east of the VORTAC; that airspace extending upward from 1,200 feet above the surface bounded by a line extending from latitude 38°30'00" N., longitude 104°52'00" W., thence to latitude 38°30'00" W., longitude 104°00'00" W., thence to latitude 38°07'00" N., longitude 104°00'00" W., thence west along latitude 38°07'00" W., to the west edge of V-19, thence south along the west edge of V-19, and west along the north edge of V-210 to longitude 105°00'00" W., thence to latitude 38°07'00" N., longitude 104°43'00" W., thence to latitude 38°07'00" N., longitude 105°00'00" W., thence to latitude 38°25'00" N., longitude 105°00'00" W., thence to latitude 38°25'00" N., longitude 104°52'00" W., thence to point of beginning.

These amendments are proposed under the authority of section 307(a) of the Federal Aviation Act of 1958, as amended (72 Stat. 749; 49 U.S.C. 1348(a)), and of section 6(c) of the Department of Transportation Act (49 U.S.C. 1655(c)).

Issued in Los Angeles, Calif., on August 20, 1969.

LEE E. WARREN,
Acting Director, Western Region.

[F.R. Doc. 69-10331; Filed, Aug. 28, 1969; 8:46 a.m.]

[14 CFR Part 71]

[Airspace Docket No. 69-SO-82]

TRANSITION AREA

Proposed Alteration

The Federal Aviation Administration is considering an amendment to Part 71 of the Federal Aviation Regulations that would alter the Laurel, Miss., transition area.

Interested persons may submit such written data, views, or arguments as they may desire. Communications should be submitted in triplicate to the Area Manager, Memphis Area Office, Attention: Chief, Air Traffic Branch, Federal Aviation Administration, Post Office Box 18097, Memphis, Tenn. 38118. All communications received within 30 days after publication of this notice in the FEDERAL REGISTER will be considered before action is taken on the proposed amendment. No hearing is contemplated at this time, but arrangements for informal conferences with Federal Aviation Administration officials may be made by contacting the Chief, Air Traffic Branch. Any data, views, or arguments presented during such conferences must also be submitted in writing in accordance with this notice in order to become part of the record for consideration. The proposal contained in this notice may be changed in the light of comments received.

The official docket will be available for examination by interested persons at the Southern Regional Office, Federal Aviation Administration, Room 724, 3400 Whipple Street, East Point, Ga.

The Laurel transition area would be redesignated as:

That airspace extending upward from 700 feet above the surface within a 7-mile radius of the Laurel Municipal Airport. (lat. 31°40'10" N., long. 89°10'20" W.); within 9.5 miles southwest and 4.5 miles northeast of the Laurel VOR 330° radial, extending from the 7-mile radius area to 18.5 miles northwest of the VOR.

Since the last alteration of the Laurel transition area, turbojet aircraft have begun utilizing Laurel Municipal Airport. Criteria appropriate to this airport requires an increase in the basic radius circle from 5 to 7 miles. Additionally, application of Terminal Instrument Procedures (TERPs) requires an increase in the total width of the extension from 13 to 14 miles and an increase in the length of the extension from 12 to 18.5 miles.

This amendment is proposed under the authority of section 307(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1348(a)) and section 6(c) of the Department of Transportation Act (49 U.S.C. 1655(c)).

Issued in East Point, Ga., on August 18, 1969.

JAMES G. ROGERS,
Director, Southern Region.

[F.R. Doc. 69-10332; Filed, Aug. 28, 1969; 8:46 a.m.]

[14 CFR Part 71]

[Airspace Docket No. 69-WE-63]

TRANSITION AREA

Proposed Alteration

The Federal Aviation Administration is considering an amendment to Part 71 of the Federal Aviation Regulations that would alter the description of the Portland, Oreg., transition area.

Interested persons may participate in the proposed rule-making by submitting such written data, views, or arguments as they may desire. Communications should be submitted in triplicate to the Director, Western Region, Attention: Chief, Air Traffic Division, Federal Aviation Administration, 5651 West Manchester Avenue, Post Office Box 92007, Worldway Postal Center, Los Angeles, Calif. 90009. All communications received within 30 days after publication of this notice in the FEDERAL REGISTER will be considered before action is taken on the proposed amendment. No public hearing is contemplated at this time, but arrangements for informal conferences with Federal Aviation Administration officials may be made by contacting the Regional Air Traffic Division Chief. Any data, views, or arguments presented during conferences must also be submitted in writing in accordance with this notice in order to become part of the record for consideration. The proposal contained in this notice may be changed in the light of comments received.

A public docket will be available for examination by interested persons in the office of the Regional Counsel, Federal Aviation Administration, 5651 West Manchester Avenue, Los Angeles, Calif. 90045.

The proposed 6,500 feet MSL portions of the transition area will provide additional controlled airspace for Seattle ARTCC to vector inbound aircraft to Portland International Airport for landing on runways 28L/28R. The current 8,500 feet MSL transition area is too restrictive to aircraft receiving this vectoring service and planning to execute ILS approaches.

In consideration of the foregoing the FAA proposes the following airspace action.

In § 71.181 (34 F.R. 4637) the description of the Portland, Oreg., transition area as amended by (34 F.R. 1892) is further amended as follows:

Delete all after "* * * longitude 122°16'00" W.;" and substitute therefor "* * * that airspace east of Portland extending from the 30-mile radius area bounded on the north by the south edge of V-448S, on the east by an arc of a 60-mile radius circle centered on the Portland Airport and on the south by the Newberg VORTAC 081° radial; that airspace within arcs of 30- and 44-mile radius circles centered on Portland Airport bounded on the north by the Newberg VORTAC 081° radial and on the south by the northeast edge of V-165 excluding that airspace within Federal airways, that airspace south of Portland bounded on the northeast by the southwest edge of V-165, on the south by an arc of a 60-mile radius circle centered on Portland Airport and on the west by the east edge of V-23E; that airspace extending upward from 8,500 feet MSL north of Portland extending from the 30-mile radius area bounded on the northwest by the Portland VORTAC 036° radial, on the northeast by an arc of a 60-mile radius circle centered on Portland Airport and on the southeast by the northwest edge of V-448; that airspace east and southeast of Portland within arcs of 44- and 60-mile radius circles centered on the Portland Airport extending clockwise from the Newberg 081° radial to the northeast edge of V-165, excluding the airspace within arcs of 44- and 60-mile radius circles centered on the Portland Airport bounded on the north by the Portland VORTAC 118° radial and on the south by the Newberg 092° radial."

This amendment is proposed under the authority of section 307(a) of the Federal Aviation Act of 1958, as amended (72 Stat. 749; 49 U.S.C. 1348 (a)) and of section 6(c) of the Department of Transportation Act (49 U.S.C. 1655(c)).

Issued in Los Angeles, Calif., on August 19, 1969.

LEE E. WARREN,
Acting Director, Western Region.

[F.R. Doc. 69-10333; Filed, Aug. 28, 1969; 8:46 a.m.]

FEDERAL COMMUNICATIONS COMMISSION

[47 CFR Part 73]

[Docket No. 12782; FCC 69-906]

COMPETITION AND RESPONSIBILITY IN NETWORK TELEVISION BROADCASTING

Order Extending Time for Filing Comments

1. The Commission has before it Request for Additional Time to File Rebuttal Statements by National Broadcasting Co., Inc., in which it is alleged that, due to the necessity for NBC to file pleadings in other Commission proceedings and to prearranged vacation schedules of counsel during August, the preparation of a suitable rebuttal to material presented at the argument would be burdensome and requests that the time to file rebuttal statements be extended from August 22, 1969 to September 15, 1969.

2. It does not appear that grant of 3 weeks' additional time in these circumstances is unreasonable or would be prejudicial to the public interest in this matter.

3. *Therefore, it is ordered,* That the time for filing rebuttal statements herein be extended from August 22, 1969 to September 15, 1969.

Adopted: August 14, 1969.

Released: August 26, 1969.

FEDERAL COMMUNICATIONS COMMISSION,[1]

[SEAL] BEN F. WAPLE,
Secretary.

[F.R. Doc. 69-10369; Filed, Aug. 28, 1969; 8:48 a.m.]

[1] Commissioner Wadsworth absent.

Notices

DEPARTMENT OF THE TREASURY

Bureau of Customs

CERTAIN SNEAKER OR BASKETBALL TYPE FOOTWEAR

Appraisement; American Selling Price Basis

AUGUST 25, 1969.

The Bureau of Customs is reviewing the criteria presently used for determining the applicability of American selling price to certain sneaker or basketball-type shoes incorporating midsoles composed of a mixture of rubber and iron powder. The shoes are classifiable under item 700.60, Tariff Schedules of the United States.

In determining the applicability of American selling price to such footwear, customs officers have informally relied on the criterion of the ratio of the weight of iron powder to total weight of the shoe. When the weight of the midsoles exceeds 50 percent of the weight of the entire shoe, the application of the rule has resulted in a finding that the characteristics of the shoe are such as to render it dissimilar to presently marketed domestic footwear and, hence, not subject to appraisement on the basis of American selling price.

Whether important footwear is similar to domestic footwear for purposes of American selling price is a matter to be determined by a consideration of all relevant characteristics of the shoes. Accordingly, the Bureau has tentatively reached the conclusion that no one particular characteristic may be deemed to be decisive in making such a determination and has further tentatively concluded that customs officers should be directed to consider that a fixed ratio of the iron powder midsole weight to that of the entire shoe may not be deemed to be the sole controlling factor in making such a determination.

The publication of this notice, which is not required by law, shall not be considered as establishing a precedent for publication of other notices in similar or related cases in the future.

Consideration will be given to any relevant data, views, or arguments which are submitted in writing to the Commissioner of Customs, Washington, D.C. 20226, and received in the Bureau not later than 30 days from the date of publication of this notice in the FEDERAL REGISTER. No hearings will be held.

[SEAL] MYLES J. AMBROSE,
Commissioner of Customs.

[F.R. Doc. 69-10354; Filed, Aug. 28, 1969; 8:48 a.m.]

Internal Revenue Service

GEORGE R. MATTSON

Notice of Granting of Relief

Notice is hereby given that George R. Mattson, 336 Northwest 46th Street, Seattle, Wash., has applied for relief from disabilities imposed by Federal laws with respect to the acquisition, receipt, transfer, shipment, or possession of firearms incurred by reason of his conviction on January 7, 1938, in the Superior Court of the State of Washington, of an offense punishable by imprisonment for a term exceeding 1 year, as defined in 18 U.S.C. 921(a)(20). Unless relief is granted it will be unlawful for George R. Mattson, because of such conviction, to ship, transport or receive in interstate or foreign commerce any firearm or ammunition, and he would be ineligible to obtain a license as a firearms or ammunition importer, manufacturer, dealer or collector under chapter 44, title 18, United States Code. In addition, under Title VII of the Omnibus Crime Control and Safe Streets Act of 1968, as amended (82 Stat. 236; 18 U.S.C., Appendix) it would be unlawful for Mr. Mattson to receive, possess, or transport in commerce or affecting commerce, any firearm.

Notice is hereby further given that I have considered George Mattson's application and have found:

(1) The conviction was made upon a charge which did not involve the use of a firearm or other weapon or a violation of chapter 44, title 18, United States Code, or of the National Firearms Act; and

(2) It has been established to my satisfaction that the circumstances regarding the conviction, and the applicant's record and reputation, are such that the applicant will not be likely to act in a manner dangerous to public safety, and that the granting of the requested relief to George Mattson from disabilities incurred by reason of his conviction would not be contrary to the public interest.

Therefore, pursuant to the authority vested in the Secretary of the Treasury by section 925(c), title 18, United States Code and delegated to me by 26 CFR 178.144, it is ordered that George Mattson be, and he hereby is, granted relief from any and all disabilities imposed by Federal laws with respect to the acquisition, receipt, transfer, shipment or possession of firearms and incurred by reason of the conviction hereinabove described.

Signed at Washington, D.C., this 25th day of August 1969.

[SEAL] RANDOLPH W. THROWER,
Commissioner of Internal Revenue.

[F.R. Doc. 69-10355; Filed, Aug. 28, 1969; 8:48 a.m.]

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

[Wyoming 10708]

WYOMING

Notice of Termination of Proposed Withdrawal and Reservation of Lands

AUGUST 22, 1969.

Notice of a Bureau of Land Management application, Wyoming 10708, for withdrawal and reservation of lands for public recreation purposes in connection with the Bennett Peak-Cottonwood Creek and Bennett Peak-Corral Creek Recreation Sites, was published as F.R. Doc. No. 68-2055, on page 3194 of the issue for February 20, 1968. The Bureau has canceled its application involving the lands in the FEDERAL REGISTER publication referred to above. Therefore, pursuant to the regulations contained in 43 CFR, Part 2311, such lands, at 10 a.m. on September 26, 1969, will be relieved of the segregative effect of the above-mentioned application.

AUBREY F. SMITH,
Acting State Director.

[F.R. Doc. 69-10319; Filed, Aug. 28, 1969; 8:45 a.m.]

DEPARTMENT OF THE INTERIOR

Office of the Secretary

DIRECTOR, NATIONAL PARK SERVICE

Delegation of Authority

The Delegation of Authority to the Director, National Park Service, published in the FEDERAL REGISTER at 27 F.R. 6395, as amended, is hereby revised as set forth below.

This material is a portion of the Departmental Manual and the numbering system follows that of the manual.

PART 245—NATIONAL PARK SERVICE

CHAPTER I—GENERAL PROGRAM DELEGATION DIRECTOR, NATIONAL PARK SERVICE

245.1.1 *Delegation.* A. The Director, National Park Service is authorized, except as provided in 200 DM 1.4, to exercise the program authority of the Secretary of the Interior with respect to the supervision, management, and operation of the National Park System; historic sites and buildings; archeological salvage, including the granting of permits for the examination of ruins, investigation of archeological sites, and gathering of objects of antiquity; and the preservation of American antiquities.

B. The Director is authorized to exercise the authority of the Secretary of the

Interior to issue such rules and regulations as would amend by addition, revision or revocation, regulations contained in Chapter I, Title 36, Code of Federal Regulations.

C. The Director is authorized, subject to the limitations prescribed in 200 DM 1.4, to exercise the authorities and perform the responsibilities assigned to the Secretary under title I and section 205 (a) of title II of the Act of October 15, 1966, 80 Stat. 915; except as provided in paragraphs 2A (4) and (5) below.

D. The Director, National Park Service is authorized to cooperate and consult with the Secretary, Department of Transportation in undertaking and coordinating Interior Department participation in the planning of transportation programs and projects which require the use of any land from any historic site to insure that there is no feasible and prudent alternative to the use of such land and that such programs and projects include all possible planning to minimize harm to such lands. In carrying out this delegated authority the Director, National Park Service shall consult and coordinate with the heads of other affected Interior bureaus (section 4(f) of the Act of Oct. 15, 1966 (80 Stat. 931), as amended).

245.1.2 *Limitation.* A. The following authority is not delegated in the general authority listed in 245 DM 1.1:

(1) Any action to be taken with the approval of concurrence of the President, or the head of any department or independent agency of the Government.

(2) Authority related to functions and responsibilities under the Act of June 23, 1936 (49 Stat. 1894), which have been or may be reserved by the Secretary.

(3) The establishment of criteria to be followed by the States in the preparation of statewide historic surveys and plans for the preservation, acquisition, and development of districts, sites, buildings, structures, and objects significant in American history, architecture, archeology, and culture.

(4) Making final apportionments of funds among the States for comprehensive statewide historic survey and plans, and for the projects in approved statewide historic preservation plans, as prescribed in title I of the Act of October 15, 1966, 80 Stat. 915.

Dated: August 20, 1969.

HOLLIS M. DOLE,
Acting Secretary of the Interior.

[F.R. Doc. 69-10320; Filed, Aug. 28, 1969; 8:45 a.m.]

DEPARTMENT OF AGRICULTURE

Packers and Stockyards Administration

LOW MOOR SALES CO. ET AL.

Deposting of Stockyards

It has been ascertained, and notice is hereby given, that the livestock markets named herein, originally posted on the respective dates specified below as being subject to the Packers and Stockyards Act, 1921, as amended (7 U.S.C. 181 et seq.), no longer come within the definition of a stockyard under said Act and are, therefore, no longer subject to the provisions of the Act.

Name, location of stockyard, and date of posting
Low Moor Sales Company, Low Moor, Iowa, Apr. 3, 1957.
Walton Sales Barn, Walton, Ky., Dec. 28, 1959.
Sutton and Welsh Auction Market, Clinton, N.C., Apr. 7, 1959.
Hughes County Sale Barn, Holdenville, Okla., July 10, 1959.
Central Wisconsin Livestock, Inc., Tomah, Wis., June 1, 1959.

Notice or other public procedure has not preceded promulgation of the foregoing rule since it is found that the giving of such notice would prevent the due and timely administration of the Packers and Stockyards Act and would, therefore, be impracticable and contrary to the public interest. There is no legal warrant or justification for not depositing promptly a stockyard which is no longer within the definition of that term contained in the Act.

The foregoing is in the nature of a rule granting an exemption or relieving a restriction and, therefore, may be made effective in less than 30 days after publication in the FEDERAL REGISTER. This notice shall become effective upon publication in the FEDERAL REGISTER.

(42 Stat. 159, as amended and supplemented; 7 U.S.C. 181 et seq.)

Done at Washington, D.C., this 22d day of August 1969.

G. H. HOPPER,
Chief, Registration, Bonds, and Reports Branch, Livestock Marketing Division.

[F.R. Doc. 69-10361; Filed, Aug. 28, 1969; 8:48 a.m.]

DEPARTMENT OF COMMERCE

Business and Defense Services Administration

NATIONAL ACCELERATOR LABORATORY

Notice of Decision on Application for Duty-Free Entry of Scientific Article

The following is a decision on an application for duty-free entry of a scientific article pursuant to section 6(c) of the Educational, Scientific, and Cultural Materials Importation Act of 1966 (Public Law 89-651, 80 Stat. 897) and the regulations issued thereunder (32 F.R. 2433 et seq.).

A copy of the record pertaining to this decision is available for public review during ordinary business hours of the Department of Commerce, at the Scientific Instrument Evaluation Division, Department of Commerce, Washington, D.C.

Docket No. 69-00399-75-65600. Applicant: National Accelerator Laboratory, Universities Research Association, Inc., 2100 Pennsylvania Avenue NW., Washington, D.C. 20006. Article: High voltage power supply, 850kv. Manufacturer: Emile Haefely & Co., Ltd. Intended use of article: The article will be used in the development of a successful high beam current preinjector for the linac. It will be used for voltage testing of the high gradient accelerating column, as well as a highly stabilized power supply when tests are made to determine that the properties of the preinjector beam meet the requirements. Comments: No comments have been received with respect to this application. Decision: Application approved. No instrument or apparatus of equivalent scientific value to the foreign article, for the purposes for which such article is intended to be used, is being manufactured in the United States. Reasons: The foreign article is a 850-kilovolt direct current power supply to be used in the development of a high beam current preinjector which will provide 750-kilovolt protons to a 200-million-volt linear accelerator. A principal characteristic of the foreign article is that the ripple does not exceed 300 volts peak to peak.

For the purposes for which the foreign article is intended to be used, this is a pertinent characteristic. We are informed by the National Bureau of Standards (NBS) in a memorandum dated April 17, 1969, that it knows of no instrument or apparatus being manufactured in the United States which possesses this pertinent characteristic.

CHARLEY M. DENTON,
Assistant Administrator for Industry Operations, Business and Defense Services Administration.

[F.R. Doc. 69-10313; Filed, Aug. 28, 1969; 8:45 a.m.]

UNIVERSITY OF CALIFORNIA

Notice of Decision on Application for Duty-Free Entry of Scientific Article

The following is a decision on an application for duty-free entry of a scientific article pursuant to section 6(c) of the Educational, Scientific, and Cultural Materials Importation Act of 1966 (Public Law 89-651, 80 Stat. 897) and the regulations issued thereunder (32 F.R. 2433 et seq.).

A copy of the record pertaining to this decision is available for public review during ordinary business hours of the Department of Commerce, at the Scientific Instrument Evaluation Division, Department of Commerce, Washington, D.C.

Docket No. 69-00389-75-07795. Applicant: University of California, Lawrence Radiation Laboratory, Post Office Box 808 (7000 East Avenue) Livermore, Calif. 94550. Article: Ultra high speed image converter camera. Manufacturer: John Hadland (Photographic Instrumentation) Ltd., United Kingdom. Intended use of article: The article will be used for research purposes, specifically in a C-135 diagnostic aircraft for the development of a high speed framing camera scanning system. Comments: No comments have been received with respect to

this application. Decision: Application approved. No instrument or apparatus of equivalent scientific value to the foreign article, for such purposes as this article is intended to be used, is being manufactured in the United States. Reasons: The foreign article is an ultra high speed image converter camera possessing a sinusoidally shuttered image tube.

We are advised by the National Bureau of Standards (NBS) in a memorandum dated April 18, 1969, that the sinusoidally shuttered image tube is pertinent to the purposes for which the foreign article is intended to be used and there is no equivalent scientific instrument or apparatus produced in the United States.

CHARLEY M. DENTON,
Assistant Administrator for Industry Operations, Business and Defense Services Administration.

[F.R. Doc. 69-10314; Filed, Aug. 28, 1969; 8:45 a.m.]

DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE

Food and Drug Administration

[DESI 8447]

CERTAIN ANTINEOPLASTIC RADIOACTIVE AGENTS

Drugs for Human Use; Drug Efficacy Study Implementation

The Food and Drug Administration has evaluated reports from the National Academy of Sciences—National Research Council, Drug Efficacy Study Group, on the following radiopharmaceuticals employed in the diagnosis and treatment of neoplasms:

1. Sodium Phosphate P 32; marketed as various solutions for intravenous or oral use and having specific activity in millicuries of about 1.5 per milliliter (oral and injectable), 1.5 per vial (injectable), and 1.8 per bottle (oral); marketed by Abbott Laboratories, 14th and Sheridan Road, North Chicago, Ill. 60064 (NDA 8447);

2. Phosphotope (sodium phosphate P 32); sterile solution for intravenous or oral use and oral solution each having a specific activity between 1 and 50 millicuries per bottle; marketed by E. R. Squibb & Sons, Inc., Georges Road, New Brunswick, N.J. 08903 (NDA 10-927).

3. Aurcoloid-198 (gold Au 198); sterile colloidal solution for intracavitary injection having a specific activity of 40 to 90 millicuries per milliliter; marketed by Abbott Laboratories, 14th and Sheridan Road, North Chicago, Ill. 60064 (NDA 9510).

4. Aureotope (gold Au 198); sterile colloidal solution for intracavitary injection having a specific activity between 1 and 800 millicuries per vial; marketed by E. R. Squibb & Sons, Inc., Georges Road, New Brunswick, N.J. 08903 (NDA 10-928).

The drugs are regarded as new drugs (21 U.S.C. 321(p)). Supplemental new drug applications are required to revise the labeling in and to update previously approved applications providing for such drugs. A new drug application is required from any person marketing such drugs without approval.

The Food and Drug Administration is prepared to approve new drug applications and supplements to previously approved new drug applications under conditions described in this announcement.

I. SODIUM PHOSPHATE P 32 SOLUTION

A. *Effectiveness classification.* The Food and Drug Administration has considered the reports of the National Academy of Sciences—National Research Council, Drug Efficacy Study Group, as well as other available evidence, and concludes that Sodium Phosphate P 32 is effective for the treatment of polycythemia vera, chronic myelocytic leukemia, and chronic lymphocytic leukemia and as a diagnostic agent for localization of certain ocular and cerebral tumors, with the exception of retinoblastomas.

B. *Form of Drug.* Sodium phosphate P 32 preparations are in solution form suitable for oral use or intravenous administration and contain per dosage unit an amount appropriate for administration in the dosage range described in the labeling conditions in this announcement.

C. *Labeling conditions.* 1. The label bears the statement "Caution: Federal law prohibits dispensing without prescription."

2. The drug is labeled to comply with all requirements of the Act and regulations and those parts of its labeling indicated below are substantially as follows: (Optional additional information, applicable to the drug, may be proposed under other appropriate paragraph headings and should follow the information set forth below.)

DESCRIPTION

(Descriptive information to be included by the manufacturer or distributor should be confined to an appropriate description of the physical and chemical properties of the drug and the formulation.)

ACTION

Phosphorus is necessary to metabolic and proliferative activity of cells.

Radioactive phosphorus concentrates to a higher degree in rapidly proliferating tissue.

INDICATIONS

Therapeutic: The principal use of sodium phosphate P 32 is for the treatment of polycythemia vera; it is also effective for the treatment of chronic myelocytic leukemia and chronic lymphocytic leukemia.

Sodium phosphate P 32 is not indicated for the treatment of blast crisis, acute myelocytic leukemia, and acute lymphocytic leukemia.

Diagnostic: For the localization of certain ocular tumors (with the exception of retinoblastomas). This drug should be used for the localization of cerebral tumors only when other drugs and techniques which do not require the use of a probe are unsuitable for this purpose.

CONTRAINDICATIONS

Sodium phosphate P 32 should not be used as a part of sequential treatment with an alkylating agent.

In polycythemia vera, sodium phosphate P 32 should not be administered when the leukocyte count is below 5,000 per cubic millimeter or a platelet count is below 150,000 per cubic millimeter.

In chronic granulocytic leukemia, sodium phosphate P 32 should not be administered when the leukocyte count is below 20,000 per cubic millimeter.

WARNINGS

Usage in pregnancy. This radiopharmaceutical agent should not be administered during pregnancy and lactation unless the expected benefit outweighs the hazards.

This radiopharmaceutical agent should not be administered to persons less than 18 years of age unless the expected benefit outweighs the hazards.

Radiopharmaceuticals, produced by nuclear reactor or particle accelerator, should be used only by physicians who are qualified by specific training in the safe use and safe handling of radioisotopes and whose experience and training have been approved by the appropriate Federal or State agency authorized to license the use of radioisotopes.

PRECAUTIONS

As in the use of any other radioactive material, care should be taken to insure minimum radiation exposure to the patient consistent with proper care and to insure minimum radiation exposure to occupational workers.

Some patients with polycythemia vera treated with sodium phosphate P 32 have subsequently developed myeloid leukemia. The incidence of this complication has not been precisely determined.

Overdosage of sodium phosphate P 32 may produce serious effect on the hemopoietic system. The blood and bone marrow should be carefully monitored at regular intervals.

DOSAGE AND ADMINISTRATION

Sodium phosphate P 32 can be administered orally or intravenously; however, because oral doses are incompletely absorbed, the equivalent intravenous dose is approximately 75 percent of the oral dose.

Diagnostic use: For intraocular tumor and brain tumor and brain tumor localizations, from 250 to 1,000 microcuries are administered intravenously.

Therapeutic use: For polycythemia vera: intravenous dosages from 1 to 5 millicuries are given depending upon the stage of disease and size of the patient. Repeat doses must be titered to individual needs. Oral or intravenous administration may be used, with the intravenous dose 75 percent of the oral dose.

For chronic leukemia: The dose must be determined individually.

A suggested regimen is as follows: Small doses of 40 microcuries per kilogram of body weight are given initially; subsequent doses are determined on the basis of direction and degree of change as evidenced by complete blood studies. The maximum weekly dose is not to exceed 5 millicuries (70 microcuries per kilogram of body weight). Oral or intravenous administration may be used; however, because oral doses are incompletely absorbed, the equivalent intravenous dose is approximately 75 percent of the oral dose.

SPECIAL ADJUNCTIVE INFORMATION

(The manufacturer or distributor shall include complete information on the following.)

Physical characteristics of the nuclide including the decay scheme must be available in the labeling.

Dosimetry information must be available in the labeling.

Tables of decay schedule must be included in the labeling.

D. *Marketing status.* Marketing of the drug may continue under the conditions described in items III and IV of this announcement.

II. Gold Au 198

A. *Effectiveness classification.* 1. The Food and Drug Administration has considered reports of the National Academy of Sciences—National Research Council, Drug Efficacy Study Group, as well as other available evidence, and concludes that Gold Au 198 is effective in the palliative management of ascites and pleural effusion associated with metastatic malignancies.

2. The drug is possibly effective when used phophylactically against dissemination of tumor cells after surgical exposure and/or removal from the serous cavities; when employed in selected cases of carcinoma of the prostate, of the cervix uteri, and in the treatment of bladder tumors.

B. *Form of drug.* Gold Au 198 preparations are in solution form suitable for intracavitary administration and contain per dosage unit an amount appropriate for administration in the dosage range described in the labeling conditions in this announcement.

C. *Labeling conditions.* 1. The label bears the statement "Caution: Federal law prohibits dispensing without prescription."

2. The drug is labeled to comply with all requirements of the Act and regulations and those parts of its labeling indicated below are substantially as follows: (Optional additional information, applicable to the drug, may be proposed under other appropriate paragraph headings and should follow the information set forth below.)

DESCRIPTION

(Descriptive information to be included by the manufacturer or distributor should be confined to an appropriate description of the physical and chemical properties of the drug and the formulation.)

ACTION

Local irradiation by beta emission.

INDICATIONS

Palliative management of ascites and pleural effusion associated with metastatic malignancies.

CONTRAINDICATIONS

This therapy should not be used in the presence of ulcerative tumors or when the presence of large tumor masses indicates the need for other forms of treatment.

Administration should not be made in exposed cavities or where there is evidence of loculation.

Administration should not be made in the presence of unhealed surgical wounds.

WARNINGS

Usage in pregnancy: This radiopharmaceutical should not be administered during pregnancy and lactation unless the expected benefit outweighs the hazards.

This radiopharmaceutical should not be administered to persons less than 18 years of age unless the expected benefit outweighs the hazards.

Radiopharmaceuticals, produced by nuclear reactor or particle accelerator, should be used only by physicians who are qualified by specific training in the safe use and safe handling of radioisotopes and whose experience and training have been approved by the appropriate Federal or State agency authorized to license the use of radioisotopes.

The Atomic Energy Commission requires that any patient with more than 30 millicuries of any isotope in the body should remain hospitalized until activity decays to less than this amount.

Therapeutic administration should not be repeated at intervals of less than 4 weeks.

Gold Au 198 is readily flocculated by metal ions such as aluminum. Any change from the natural, deep cherry-red color of the solution indicates that the gold is no longer in stable, colloidal form.

PRECAUTIONS

As in the use of any other radioactive material, care should be taken to insure minimum radiation exposure to the patient consistent with proper care and to insure minimum radiation exposure to occupational workers. Proper diagnosis is essential since fluid retention in serous cavities may be associated with cardiac, hepatic, or renal disease.

ADVERSE REACTIONS

Radiation sickness may occur in some patients.

DOSAGE AND ADMINISTRATION

Up to 150 millicuries administered parenterally into the abdominal or pleural cavity.

Physicians should be thoroughly familiar with the complex technique of administration.

SPECIAL ADJUNCTIVE INFORMATION

(The manufacturer or distributor shall provide complete information on the following.)

Physical characteristics of the nuclide including the decay scheme must be available in the labeling.

Dosimetry information must be available in the labeling.

Tables of decay schedule must be included in the labeling.

D. *Claims permitted during extended period for obtaining substantial evidence.* Those claims for which the drug is described in paragraph A as possibly effective (not included in the labeling conditions in paragraph C) may continue to be used for 6 months following the date of this publication to allow additional time within which holders of previously approved applications or persons marketing the drug without approval may obtain and submit to the Food and Drug Administration, data to provide substantial evidence of effectiveness.

E. *Marketing status.* Marketing of the drug may continue under conditions described in items III and IV of this announcement, except that the indications referenced in paragraph D may be included in the labeling for the period indicated.

III. Previously Approved Applications

A. Each holder of a "deemed approved" new drug application (i.e., an application which became effective on the basis of safety prior to Oct. 10, 1962) for such drug is requested to seek approval of the claims of effectiveness and bring the application into conformance by submitting supplements containing:

1. Revised labeling as needed to conform with the labeling conditions described herein for the drug.

2. Updating information as needed to make the application current.

B. Such supplements should be submitted within the following time periods after the date of publication of this announcement in the Federal Register:

1. 60 days revised labeling—the supplement should be submitted under the provisions of section 130.9 (d) and (e) of the new drug regulations (21 CFR 130.9) which permit certain changes to be put into effect at the earliest possible time.

2. 60 days for updating information.

C. Marketing of the drug may continue until the supplemental applications submitted in accord with the preceding subparagraphs 1 and 2 are acted upon, provided that within 60 days after the date of this publication, the labeling of this preparation shipped within the jurisdiction of the Act is in accord with the labeling conditions described in this announcement (It may continue to include the indication referenced in paragraph D for the period stated).

IV. New Applications

A. Any other person who distributes or intends to distribute such drug which is intended for the conditions of use for which it has been shown to be effective, as described under paragraph A above, should submit a new drug application containing full information required by the new drug application form FD-356H (21 CFR 130.4(c)). Such applications should include proposed labeling which is in accord with the labeling conditions described herein.

B. Distribution of any such preparation currently on the market without an approved new drug application may be continued provided that:

1. Within 60 days from the date of publication of this announcement in the Federal Register, the labeling of such preparation shipped within the jurisdiction of the Act is in accord with the labeling conditions described herein.

2. The manufacturer, packer, or distributor of such drug submits, within 60 days from the date of this publication, a new drug application to the Food and Drug Administration.

3. The applicant submits additional information that may be required for the approval of the application within a reasonable time as specified in a written communication from the Food and Drug Administration.

4. The application has not been ruled incomplete or unapprovable.

V. Unapproved Use or Form of Drug

A. If the article is labeled or advertised for use in any condition other than those provided for in this announcement, it may be regarded as an unapproved new drug subject to regulatory proceedings until such recommended use is approved in a new drug application, or is otherwise in accord with this announcement.

B. If the article is proposed for maketing in another form or for a use other than the use provided for in this announcement, appropriate additional information as described in section 130.4 or 130.9 of the regulations (21 CFR 130.4, 130.9) may be required, including results of animal and clinical tests intended to show whether the drug is safe and effective.

Representatives of the Administration are willing to meet with any interested person who desires to have a conference concerning proposed changes in the labeling set forth in this notice. A request for such meeting should be made to the Office of Marketed Drugs (MD-300), at the address given below, within 30 days after the publication of this notice in the Federal Register.

A copy of the NAS-NRC report has been furnished to each firm referred to above. Any other manufacturer, packer, or distributor of a drug of similar composition and labeling to the drug listed in this announcement or any other interested person may otbain a copy by request to the appropriate office named below.

Communications forwarded in response to this announcement should be identified with the reference number, DESI 8447, and be directed to the attention of the following appropriate office and addressed to the Food and Drug Administration, 200 C Street SW., Washington, D.C. 20204:

Requests for NAS–NRC report: Press Relations Office (CE–300) Supplements: Office of Marketed Drugs (MD–300), Bureau of Medicine.

Original new drug applications: Office of New Drugs (MD–100), Bureau of Medicine.

Comments on this announcement: Special Assistant for Drug Efficacy Study Implementation (MD–16), Bureau of Medicine.

This notice is issued pursuant to the provisions of the Federal Food, Drug, and Cosmetic Act (secs. 502, 505, 52 Stat. 1050–53, as amended; 21 U.S.C. 352, 355) and under the authority delegated to the Commissioner of Food and Drugs (21 CFR 2.120).

Dated: August 22, 1969.

WINTON B. RANKIN,
Deputy Commissioner of Food and Drugs.

[F.R. Doc. 69–10318; Filed, Aug. 28, 1969; 8:45 a.m.]

DEPARTMENT OF TRANSPORTATION

Coast Guard

[CGFR 69–67]

EVANSVILLE, IND., AND PADUCAH, KY.; PORTS OF DOCUMENTATION

Proposed Revocation of Designation and Designation

1. The Commandant, U.S. Coast Guard, is considering a proposal to revoke the designation of Evansville, Ind., as a port of documentation, to designate Paducah, Ky., as a port of documentation, and to conduct at and from the office of the Officer in Charge, Marine Inspection, U.S. Coast Guard, Paducah, Ky., and the office of the Officer in Charge, Marine Inspection, U.S. Coast Guard, Louisville, Ky., such documentation activities as have been performed at Evansville.

2. Accordingly, notice is given that, under authority contained in sec. 1, 63 Stat. 545, sec. 2, 23 Stat. 118, sec. 1, 43 Stat. 947, sec. 6(b), 80 Stat. 937; 14 U.S.C. 633, 46 U.S.C. 2, 46 U.S.C 18, 49 U.S.C. 1655(b); 49 CFR 1.4(a)(2), it is proposed to:

(a) Revoke the designation of Evansville, Ind, as a port of documentation;

(b) Designate Paducah, Ky., as a port of documentation;

(c) Transfer the documentation records at Evansville, Ind., of those owners residing in the Louisville Marine Inspection Zone, to the office of the Officer in Charge, Marine Inspection, U.S. Coast Guard, Louisville, Ky., and of those owners residing in the Paducah Marine Inspection Zone to the office of the Officer in Charge, Marine Inspection, U.S. Coast Guard, Paducah, Ky.; and

(d) Make Louisville the home port of all vessels now having Evansville as home port whose owners reside in the Louisville Marine Inspection Zone and Paducah as the home port of those vessels whose owners reside in the Paducah Marine Inspection Zone.

3. Interested persons may submit such written data, views, or arguments as they may desire regarding the proposals set forth in this document. All communications should be submitted in duplicate to the Commandant (CMC), U.S. Coast Guard, Washington, D.C. 20591, as soon as possible. Each communication shall identify the subject to which it is directed, the reason or basis for views expressed, and the name, address, and business firm or organization (if any) of the submitter. Each communication received on or before September 15, 1969, by the Commandant (CMC) will be considered and evaluated before taking final actions on the proposals in this document. Copies of all written comments received by the Commandant (CMC) will be available for examination and reading by interested persons in room 4211, Coast Guard Headquarters, Washington, D.C., both before and after the closing date (Sept. 15, 1969). The proposals contained in this document may be changed in the light of comments received.

4. At this time no hearing is contemplated on the proposals in this document, but arrangements may be made for informal conferences with cognizant Coast Guard officials by contacting the Executive Secretary, Merchant Marine Council, Room 4211, Coast Guard Headquarters, Washington, D.C. 20591. Any data or views presented during such informal conferences must be submitted in writing to the Commandant (CMC) in accordance with this notice in order that they may become part of the record.

Dated: August 20, 1969.

P. E. TRIMBLE,
Vice Admiral, U.S. Coast Guard, Acting Commandant.

[F.R. Doc. 69–10353; Filed, Aug. 28, 1969; 8:48 a.m.]

ATOMIC ENERGY COMMISSION

[Docket No. 50–220]

NIAGARA MOHAWK POWER CORP.

Notice of Issuance of Provisional Operating License

Notice is hereby given that no request for a hearing by the applicant or petition for leave to intervene by any interested person having been filed following publication of the notice of proposed action in the FEDERAL REGISTER, the Atomic Energy Commission (the Commission) has issued Provisional Operating License No. DPR–17 to Niagara Mohawk Power Corp. (Niagara Mohawk) authorizing the licensee to possess, use, and operate the Nine Mile Point Nuclear Station, a single cycle, forced circulation, boiling water nuclear reactor, located on the Nine Mile Point site on the southeast shore of Lake Ontario in the town of Scriba, Oswego County, New York. The license authorizes Niagara Mohawk to operate the reactor at thermal power levels not to exceed 1538 megawatts, in accordance with the provisions of the license and the Technical Specifications (Appendix A) appended thereto.

The Commission has inspected the facility and has determined that it has been constructed in accordance with the application, as amended, and the provisions of Construction Permit No. CPPR–16.

The provisional operating license was issued as set forth in the notice of proposed issuance of provisional operating license published in the FEDERAL REGISTER on June 5, 1969, 34 F.R. 8977, except for modification of the Technical Specifications as set forth in Attachment A to the Technical Specifications as issued with Provisional Operating License No. DPR–17. These modifications (1) delete the requirements for the nondestructive testing of safety valves since all of these tests have been completed, and (2) modify the pressure for performing a leak rate test on a main steam line isolation valve to permit testing at the same pressure specified for the containment test.

A copy of License No. DPR–17, complete with Technical Specifications and Attachment A thereto, is available for public inspection at the Commission's Public Document Room at 1717 H Street NW., Washington, D.C.

Dated at Bethesda, Md., this 22d day of August 1969.

For the Atomic Energy Commission.

F. SCHROEDER,
Acting Director, Division of Reactor Licensing.

[F.R. Doc. 69–10312; Filed, Aug. 28, 1969; 8:45 a.m.]

CIVIL AERONAUTICS BOARD

[Docket No. 18650; Order 69–8–133]

INTERNATIONAL AIR TRANSPORT ASSOCIATION

Order Relating to Specific Commodity Rates

Issued under delegated authority August 25, 1969.

Agreement adopted by Joint Conference 1–2–3 of the International Air Transport Association relating to specific commodity rates, Docket No. 18650, Agreement CAB 20745, R–91 through R–93.

By Order 69–8–35, dated August 7, 1969, action was deferred, with a view toward eventual approval, on certain resolutions adopted by the International Air Transport Association (IATA), relating to specific commodity rates. In deferring action on the agreement 10 days were granted in which interested persons might file petitions in support of or in opposition to the proposed action.

No petitions have been received within the filing period, and the tentative conclusions in Order 69–8–35 will herein be made final.

Accordingly, it is ordered, That:

Agreement CAB 20745, R–91 through R–93, be, and it hereby is, approved:

Provided, That approval shall not constitute approval of the specific commodity descriptions contained therein for purposes of tariff publication.

This order will be published in the FEDERAL REGISTER.

[SEAL] HAROLD R. SANDERSON,
Secretary.

[F.R. Doc. 69-10362; Filed, Aug. 28, 1969; 8:48 a.m.]

[Docket No. 18650; Order 69-8-135]

INTERNATIONAL AIR TRANSPORT ASSOCIATION

Order Relating to Specific Commodity Rates

Issued under delegated authority August 25, 1969.

Agreement adopted by Traffic Conference 1 of the International Air Transport Association relating to specific commodity rates, Docket No. 18650, Agreement CAB 20806, R-33 through R-38.

An agreement has been filed with the Board pursuant to section 412(a) of the Federal Aviation Act of 1958 (the Act) and Part 261 of the Board's economic regulations, between various air carriers, foreign air carriers, and other carriers, embodied in the resolutions of Traffic Conference 1 of the International Air Transport Association (IATA), and adopted pursuant to the provisions of Resolution 590 dealing with specific commodity rates.

The agreement, adopted pursuant to unprotested notices to the carriers and promulgated in an IATA letter dated August 5, 1969, names additional specific commodity rates, as set forth in the attachment hereto,[1] which reflect signficant reductions from the general cargo rates.

Pursuant to authority duly delegated by the Board in the Board's regulations, 14 CFR 385.14, it is not found, on a tentative basis, that the subject agreement is adverse to the public interest or in violation of the Act, provided that tentative approval thereof is conditioned as hereinafter ordered.

Accordingly, it is ordered, That:

Action on Agreement CAB 20806, R-33 through R-38, be and hereby is deferred with a view toward eventual approval, provided that approval shall not constitute approval of the specific commodity descriptions contained therein for purposes of tariff publication.

Persons entitled to petition the Board for review of this order pursuant to the Board's regulations, 14 CFR 385.50, may, within 10 days after the date of service of this order, file such petitions in support of or in opposition to our proposed action herein.

[1] Filed as part of the original document.

This order will be published in the FEDERAL REGISTER.

[SEAL] HAROLD R. SANDERSON,
Secretary.

[F.R. Doc. 69-10363; Filed, Aug. 28, 1969; 8:48 a.m.]

[Docket No. 18650; Order 69-8-134]

INTERNATIONAL AIR TRANSPORT ASSOCIATION

Order Relating to Specific Commodity Rates

Issued under delegated authority August 25, 1969.

Agreement adopted by Traffic Conference 1 of the International Air Transport Association relating to specific commodity rates, Docket No. 18650, Agreement CAB 20806, R-39 through R-49.

An agreement has been filed with the Board pursuant to section 412(a) of the Federal Aviation Act of 1958 (the Act) and Part 261 of the Board's economic regulations, between various air carriers, foreign air carriers, and other carriers, embodied in the resolutions of Traffic Conference 1 of the International Air Transport Association (IATA), and adopted pursuant to the provisions of Resolution 590 dealing with specific commodity rates.

The agreement, adopted pursuant to unprotested notices to the carriers and promulgated in an IATA letter dated August 6, 1969, names additional specific commodity rates, as set forth in the attachment hereto,[1] which reflect significant reductions from the general cargo rates. In addition, a rate for a new description, "Agate," has been specified from Buenos Aires to Houston and Miami, and a number of rates have been canceled from Kingston to New York and Miami, as set forth in the attachment.

Pursuant to authority duly delegated by the Board in the Board's regulations, 14 CFR 385.14, it is not found, on a tentative basis, that the subject agreement is adverse to the public interest or in violation of the Act, provided that tentative approval thereof is conditioned as hereinafter ordered.

Accordingly, it is ordered, That:

Action on Agreement CAB 20806, R-39 through R-49, be and hereby is deferred with a view toward eventual approval, provided that approval shall not constitute approval of the specific commodity descriptions contained therein for purposes of tariff publication.

Persons entitled to petition the Board for review of this order pursuant to the Board's regulations, 14 CFR 385.50, may, within 10 days after the date of service of this order, file such petitions in support of or in opposition to our proposed action herein.

[1] Filed as part of the original document.

This order will be published in the FEDERAL REGISTER.

[SEAL] HAROLD R. SANDERSON,
Secretary.

[F.R. Doc. 69-10364; Filed, Aug. 28, 1969; 8:48 a.m.]

[Dockets Nos. 21278, 18381]

SUBURBAN AIR LINES

Nonpriority Mail Rates; Order To Show Cause

Issued under delegated authority August 25, 1969.

Reading Aviation Service, Inc., doing business as Suburban Air Lines (Suburban) is an air taxi operator providing services pursuant to Part 298 of the Board's economic regulations. By Order 69-8-76, August 13, 1969, the Board approved Agreement CAB 20756 between Eastern Air Lines, Inc. (Eastern), and Suburban which contemplates that Suburban will discharge Eastern's certificate obligation to serve Reading, Pa., through the operation of small aircraft between Reading, Pa., and Washington, D.C.

No service mail rate is currently in effect for this service by Suburban. By petition filed August 4, 1969, Suburban requested the establishment of service mail rates for the transportation of priority and nonpriority mail by air between Reading, Pa., and Washington, D.C. Suburban requests that the multielement rates established in Orders E-25610 and E-17255, which provided for payments to Eastern, be made applicable to this route. On August 13, 1969, the Postmaster General filed an answer in support of Suburban's petition.[1]

The rate in Order E-25610, August 28, 1967, for the air transportation of priority mail was established by the Board in the Domestic Service Mail Rate Investigation. We propose to establish a service rate for the air transportation of priority mail by Suburban at the level established in order E-25610, as amended, and the terms and provisions of that order also shall be applicable to Suburban in the same manner as they were applicable to Eastern in providing mail services between Reading, Pa., and Washington, D.C.

An open-rate situation has existed for the air transportation of nonpriority mail since April 6, 1967, when the Post Office petitioned for new nonpriority

[1] The present rates are as follows:
Priority mail by air: 24 cents per ton-mile plus 9.36 cents per pound at Reading and 2.34 cents per pound at Washington.
Nonpriority mail by air: 15.115 cents per ton-mile plus 3.32 cents per pound at Reading and 1.66 cents per pound at Washington.

mail rates in Docket 18381. The rates currently being paid air carriers (including Eastern) for the transportation of nonpriority mail, established by Order E–17255, July 31, 1961, in the Nonpriority Mail Rate Case, are subject to such retroactive adjustment to April 6, 1967, as the final decision in Docket 18381 may provide. Since it is equitable that Suburban receive the same compensation as Eastern for the same services, we propose to establish temporary service rates for nonpriority mail for Suburban at the level established in Order E–17255, as amended. We will also make Suburban a party to the proceedings in Docket 18381 so the temporary nonpriority mail rates established herein will be subject to any retroactive adjustment ordered in that proceeding.

The Board finds it in the public interest to fix and determine the fair and reasonable rates of compensation to be paid to Suburban by the Postmaster General for the air transportation of mail, and the facilities used and useful therefor, and the services connected therewith, between Reading, Pa., and Washington, D.C. Upon consideration of the petition, the answer of the Postmaster General, and other matters officially noticed, the Board proposes to issue an order[2] to include the following findings and conclusions:

1. The fair and reasonable final service mail rates to be paid on and after August 13, 1969, to Reading Aviation Service, Inc., doing business as Suburban Air Lines, pursuant to section 406 of the Act, for the transportation of priority mail by aircraft, the facilities used and useful therefor, and the services connected therewith between Reading, Pa., and Washington, D.C., shall be the rates established by the Board in Order E–25610, August 28, 1967, and shall be subject to the other provisions of that order;

2. The fair and reasonable temporary service mail rates to be paid on and after August 13, 1969 to Reading Aviation Service, Inc., doing business as Suburban Air Lines, pursuant to section 406 of the Act for the transportation of nonpriority mail by aircraft, the facilities used and useful therfor, and the services connected therewith between Reading, Pa., and Washington, D.C., shall be the rates established by the Board in Order E–17255, July 31, 1961, as amended, subject to any retroactive adjustment made in Docket 18381; and

3. The service mail rates here fixed and determined are to be paid entirely by the Postmaster General.

Accordingly, pursuant to the Federal Aviation Act of 1958 and particularly sections 204(a) and 406 thereof, and regulations promulgated in 14 CFR Part 302 and 14 CFR 385.14(f),

It is ordered, That:

1. All interested persons and particularly Reading Aviation Service, Inc. doing business as Suburan Air Lines, the Postmaster General, and Eastern Air Lines, Inc., are directed to show cause why the Board should not adopt the foregoing proposed findings and conclusions and fix, determine, and publish the final and temporary rates specified above, as the fair and reasonable rates of compensation to be paid to Reading Aviation Service, Inc., doing business as Suburban Air Lines for the transportation of priority and nonpriority mail by aircraft, the facilities used and useful therefor, and the services connected therewith as specified above;

2. Further procedures herein shall be in accordance with 14 CFR Part 302 and notice of any objection to the rates or to the other findings and conclusions proposed herein shall be filed within 10 days, and if notice is filed, written answer and supporting documents shall be filed within 30 days after service of this order;

3. If no notice of objection is filed within 10 days after service of this order, or if notice is filed and no answer is filed within 30 days after service of this order, all persons shall be deemed to have waived the right to a hearing and all other procedural steps short of a final decision by the Board, and the Board may enter an order incorporating the findings and conclusions proposed herein and fix and determine the final and temporary rates specified herein;

4. If answer is filed presenting issues for hearing, the issues involved in determining the fair and reasonable final and temporary rates shall be limited to those specifically raised by the answer, except insofar as other issues are raised in accordance with Rule 307 of the rules of practice (14 CFR 302.307);

5. Reading Aviation Service, Inc., doing business as Suburban Air Lines is hereby made a party in Docket 18381; and

6. This order shall be served upon Reading Aviation Service, Inc., doing business as Suburban Air Lines, the Postmaster General, and Eastern Air Lines, Inc.

This order will be published in the FEDERAL REGISTER.

[SEAL] HAROLD R. SANDERSON,
Secretary.

[F.R. Doc. 69–10365; Filed, Aug. 28, 1969; 8:48 a.m.]

[2] As this order to show cause is not a final action and merely provides for interested persons to be heard on the matters herein proposed, it is not subject to the review provisions of Part 385 (14 CFR Part 385). Those provisions will apply to any final action taken by the staff in this matter under authority delegated in § 385.14(g).

CIVIL SERVICE COMMISSION

MANAGEMENT ANALYST, CAMP LEJEUNE, N.C.

Manpower Shortage; Listing

Under the provisions of 5 U.S.C. 5723, the Civil Service Commission found a manpower shortage on August 7, 1969, for a single position of Management Analyst, GS–343–9, Camp Lejeune, N.C. The finding is self-canceling when the position is filled.

Assuming other legal requirements are met, an appointee to this position may be paid for the expense of travel and transportation to first post of duty.

UNITED STATES CIVIL SERVICE COMMISSION,
[SEAL] JAMES C. SPRY,
Executive Assistant to the Commissioners.

[F.R. Doc. 69–10341; Filed, Aug. 28, 1969; 8:47 a.m.]

FEDERAL COMMUNICATIONS COMMISSION

[Report 454]

COMMON CARRIER SERVICES INFORMATION[1]

Domestic Public Radio Services Applications Accepted for Filing[2]

AUGUST 25, 1969.

Pursuant to §§ 1.227(b)(2) and 21.26 (b) of the Commission's rules, an application, in order to be considered with any domestic public radio services application appearing on the attached list, must be substantially complete and tendered for filing by whichever date is earlier: (a) The close of business 1 business day preceding the day on which the Commission takes action on the previously filed application; or (b) within 60 days after the date of the public notice listing the first prior filed application (with which subsequent applications are in conflict) as having been accepted for filing. An application which is subsequently amended by a major change will be considered to be a newly filed application. It is to be noted that the cutoff dates are set forth in the alternative—applications will be entitled to consideration with those listed in the appendix if filed by the end of the 60-day period, only if the Commission has not acted upon the application by that time pursuant to the first alternative earlier date. The mutual exclusivity rights of a new application are governed by the earliest action with respect to any one of the earlier filed conflicting applications.

The attention of any party in interest desiring to file pleadings pursuant to

[1] All applications listed in the appendix are subject to further consideration and review and may be returned and/or dismissed if not found to be in accordance with the Commission's rules, regulations, and other requirements.

[2] The above alternative cutoff rules apply to those applications listed in the appendix as having been accepted in Domestic Public Land Mobile Radio, Rural Radio, Point-to-Point Microwave Radio, and Local Television Transmission Services (Part 21 of the rules).

section 309 of the Communications Act of 1934, as amended, concerning any domestic public radio services application accepted for filing, is directed to § 21.27 of the Commission's rules for provisions governing the time for filing and other requirements relating to such pleadings.

FEDERAL COMMUNICATIONS COMMISSION,
[SEAL] BEN F. WAPLE,
Secretary.

APPENDIX

APPLICATIONS ACCEPTED FOR FILING

DOMESTIC PUBLIC LAND MOBILE RADIO SERVICE

File No., applicant, call sign, and nature of application

204–C2–R–70—The Pacific Telephone & Telegraph Co. (KA4326), Renewal of (Developmental) license expiring Oct. 10, 1969. Term: Oct. 10, 1969, to Oct. 10, 1970.

759–C2–P–70—Radar Paging Service (KLF479), C.P. to change antenna location to: 922 Linwood, Kansas City, Mo., operating on frequency 35.22 MHz.

760–C2–P–70—Radar Paging Service (KLF573), C.P. to change antenna location to: 922 Linwood, Kansas City, Mo., operating on frequency 454.25 MHz.

761–C2–MP–70—Doniphan Telephone Co. (KLF575), Modification of C.P. to change antenna system operating on frequency 152.69 MHz at station located at 1.3 miles south of Piedmont, Mo.

762–C2–P–(3)–70—The Mountain States Telephone & Telegraph Co. (KOE512), C.P. to add test transmitter to operate on frequencies 157.95 MHz and 158.04 MHz at 1326 Sheridan Avenue, Cody, Wyo. Also change base frequencies to: 152.66 MHz and 152.78 MHz (Standby) at existing location Carter Mountain, 19.3 miles south-southwest of Cody, Wyo.

763–C2–P–70—Edwin A. Boyce (New), C.P. for a new 2-way station to operate on frequency 152.21 MHz to be located at 3 miles south of Yazoo City on Highway 495, Yazoo City, Miss.

764–C2–P–70—South Central Bell Telephone Co. (KIC344), C.P. for additional facilities. Base: 152.60 MHz. Test: 157.86 MHz. Location: 201 Court Avenue, Memphis, Tenn.

786–C2–P–70—Radar Paging Service (KLF573), C.P. for an additional base channel to operate on frequency 454.35 MHz at 922 Linwood, Kansas City, Mo.

787–C2–P–70—John Rugar, Jr., doing business as Vegas Instant Page (New), C.P. for a new 1-way station to be located at 225 East Bridger Avenue, Las Vegas, Nev., to operate on frequency 152.24 MHz.

7466–C2–P–69—RMD Electronics, Inc. (New), Resubmitted: C.P. for a new 2-way station to be located at 1960 Lincoln Park West, Chicago, Ill., to operate on frequency 454.025 MHz.

853–C2–P–70—General Telephone Co. of Illinois (New), C.P. for new 1-way station to be located at 111 South Main Street, Kewanee, Ill., to operate on frequency 35.22 MHz.

854–C2–P–(2)–70—San Juan Radio Telephone Corp. (New), C.P. for new 1-way station to be located at Calle Lamar 303, Hato Rey, P.R., to operate on frequences 152.24 MHz and 158.70 MHz.

855–C2–P–70—Charles P. Mefford, doing business as Meyer's Telephone Answering Service (New), C.P. for new 2-way station to be located at 3747 Warsaw Street, Cincinnati, Ohio, to operate on frequency 454.30 MHz.

856–C2–P–70—City of Beresford (KFL952), C.P. to change antenna location to: East Cedar and North Second Street, Beresford, S. Dak., operating on frequency 152.66 MHz.

861–C2–P–70—AAA Anserphone, Inc.—Jackson (New), C.P. for new 1-way station to be located at Deposit Guaranty Bank Building, corner of Capital and Lamar Streets, Jackson, Miss., to operate on frequency 152.24 MHz.

148–C2–R–70—The Bell Telephone Co. of Pennsylvania (KGC406), Renewal of (Developmental) expiring Sept. 10, 1969. Term: Sept. 10, 1969, to Sept. 10, 1970.

439–C2–R–70—Illinois Bell Telephone Co. (KSC881), Renewal of (Developmental) expiring Sept. 10, 1969. Term: Sept. 10, 1969, to Sept. 10, 1970.

885–C2–P/ML–(2)–70—The Pacific Telephone & Telegraph Co. (KME432), C.P. and modification of license to add base station facilities at a new site described as location No. 2: Irving Hill, 2 miles south of San Juan Capistrano, Calif., to operate on frequencies 152.54, 152.60 MHz.

886–C2–P–70—Answer, Inc. of San Antonio (KKG559), C.P. to add frequency 152.12 MHz at station located at KWEX TV Tower, 111 Martinez Street, San Antonio, Tex.

Corrections

284–C2–P–(4)–70—The Pacific Telephone & Telegraph Co. (New). Correct to read: C.P. to relocate, change antenna system, and replace transmitters on the 152.63 MHz facilities at location: No. 2, and the 152.69 MHz and 152.81 MHz facilities at location: No. 3 to a new site identified as location No. 4, 3 miles north of Oildale, Calif. Also add a new base channel at location No. 4 to operate on 152.78 MHz. All other particulars remain the same as reported on public notice dated Aug. 4, 1969, Report No. 451.

4832–C2–R–70—The C & P Telephone Co. of West Virginia (KQD611), Renewal of (Developmental) license expiring Sept. 10, 1969. Term: Sept. 10, 1969 to Sept. 10, 1970.

551–C2–P–(2)–70—AAA Anserphone, Inc.—Jackson (New), Correct file number to read 551–C2–P–70; Call sign to read KKV692. Correct details of application to read: C.P. for additional base channels to operate on frequencies 454.30 and 454.35 MHz station location: Deposit Guaranty Bank Building, corner of Capital and Lamar Streets, Jackson, Miss.

Major Amendment

997–C2–P–69—Auto-Phone Co. (KLF482), Amend to read: C.P. to change control point at location No. 2 from: 725 Oleander Avenue, Chico, Calif. to: 1538, 18th Street, Oroville, Calif. (lat. 39°30'36" N., long. 121°36'12" W.). All other particulars are to remain as reported on public notice No. 402 dated Aug. 26, 1968.

Informative

It appears that the following applications may be mutually exclusive and subject to the Commission's rules regarding ex parte presentations, by reasons of potential electrical interference.

Mississippi

John N. Palmer and Vermae Rowell, doing business as AAA Answerphone and Doctors Exchange (New), 3825–C2–P–69.
Monroe Radiotelephone Co. (New), 2434–C2–P–69.

It appears that the following applications may be mutually exclusive and subject to the Commission's rules regarding ex parte presentations, by reasons of potential electrical interference.

Illinois

L. Frank Stewart, doing business as Stewart Electronics (KSJ811), 6555–C2–P–68.
Mobile Radio System, Ltd. (New), 47–C2–P–69.
Telephone Answering Service, Inc. (New), 1570–C2–P–69.
McLean County Telephone Answering Service, Inc. (New), 2053–C2–P–69.

It appears that the following applications may be mutually exclusive and subject to the Commission's rules regarding ex parte presentations, by reasons of potential electrical interference.

Connecticut

Murray Cohen (New), 2395–C2–P–69.

New Jersey

Telephone Secretarial Service (New), 1021–C2–P–69.

New York

Leo Vincent Carmody (New), 2114–C2–P–69.
Radio Relay Corp. (New), 3037–C2–P–69.
MRN Services Inc. (New), 3068–C2–P–69.
Page Boy Inc. (New), 3075–C2–P–69.

Pennsylvania

Radio Broadcasting Co. (New), 3066–C2–P–69.

It appears that the following applications may be mutually exclusive and subject to the Commission's rules regarding ex parte presentations, by reason of potential electrical interference.

New York

Relay Communications Corp. (New), 3065–C2–P–69.

Rhode Island

Joseph Giorgianni (New), 1913–C2–P–69.

It appears that the following applications may be mutually exclusive and subject to the Commission's rules regarding ex parte presentations, by reason of potential electrical interference.

New York

Albert M. Steiner, trading as Long Island Telephone Co. (New), 2900–C2–P–69.
Westchester Mobilfone System, Inc. (New), 2984–C2–P–69.
Relay Communications Corp. (New), 3065–C2–P–69.
Blue Circle Radio Pocket Paging Corp. (New), 3074–C2–P–69.

It appears that the following applications may be mutually exclusive and subject to the Commission's rules regarding ex parte presentations, by reason of potential electrical interference.

New Jersey

Shaw—Rose Communications, Inc. (New), 1549–C2–P–69.

New York

Page Boy, Inc. (New), 3062–C2–P–69.

Pennsylvania

Telephone Message Bureau Inc., trading as Contact (New), 2194–C2–P–69.

It appears that the following applications may be mutually exclusive and subject to the Commission's rules regarding ex parte presentations, by reason of potential electrical interference.

New Jersey

Shaw—Rose Communications, Inc. (New), 1549–C2–P–69.

New York

Blue Circle Radio Pocket Paging Corp. (New), 5810–C2–P–68.
Phone Depots Inc., doing business as Mobilfone (New), 2375–C2–P–69.
Albert M. Steiner trading as Long Island Telephone Co. (New), 2900–C2–P–69.
Westchester Mobilfone System Inc. (New), 2984–C2–P–69.
Phone Depots Inc., doing business as Mobilfone Radio System (New), 3036–C2–P–69.
Page Boy, Inc. (New), 3062–C2–P–69.
Dilene Answering Service, Inc. (New), 3070–C2–P–69.
Byrnes Message Bureau, Inc. (New), 3073–C2–P–69.
Blue Circle Radio Pocket Paging Corp. (New), 3074–C2–P–69.
Blue Circle Radio Packet Paging Corp. (New), 5811–C2–P–69.

It appears that the following applications may be mutually exclusive and subject to the Commission's rules regarding ex parte presentations, by reason of potential electrical interference.

New Jersey

Mobile Telephone Co. of New Jersey (New), 118–C2–P–70.

New York

Albert M. Steiner, doing business as Long Island Telephone Co. (KEJ885), 6929–C2–MP–(2)–69.
Blue Circle Radio Pocket Paging Corp. (KEK287), 285–C2–MP–70.

It appears that the following applications may be mutually exclusive and subject to the Commission's rules regarding ex parte presentations, by reason of potential electrical interference.

New York

Boris and Annette F. Squire, doing business as Air Page (New), 3023–C2–P–69.
Capital Telephone Co., Inc. (New), 2771–C2–P–69.

It appears that the following applications may be mutually exclusive and subject to the Commission's rules regarding ex parte presentations, by reason of potential electrical interference.

New York

Polito Communications, Inc. (New), 2839–C2–P–69.
Lad Radio Systems, Inc. (New), 3362–C2–P–69.
Gerard T. Uht (New), 4634–C2–P–69.

RURAL RADIO SERVICE

788–C1–P/ML–70—Ark-La-Tex Mobile Radio Service (KKK93), C.P. and modification of license for 20 units to operate on frequency 158.52 MHz to communicate with station KLB756 at Pleasant Hill, La.

802–C1–P/L–70—The Mountain States Telephone & Telegraph Co. (New), C.P. and license for new fixed station to be located 7.3 miles south-southeast of Edgerton, Wyo., to operate on frequency 459.40 MHz.

803–C1–ML–70—The Mountain States Telephone & Telegraph Co. (KSV88), Modification of license to add a rural subscriber: M.K.M. Oil Co. located at Casper Mountain, 6 miles south-southwest of Casper, Wyo. All other terms of existing license to remain the same.

857–C1–P–70—South Georgia Telephone Co. (New), C.P. for new fixed station to be located at Headquarters Building, Stephen C. Foster State Park, Ga., to operate on frequency 157.80 MHz.

866–C1–P/L–70—Penasco Valley Telephone Cooperative, Inc. (New), C.P. and license for new station to be located in any temporary fixed location within territory of grantee to operate on frequency 157.98 MHz.

887–C1–MP–70—General Telephone Co. of the Northwest, Inc. (WAN74), Modification of C.P. to change antenna system operating on frequency 157.83 MHz at station located at Mount Panny, 13.7 miles southeast of Alicel, near La Grande, Oreg.

POINT-TO-POINT MICROWAVE RADIO SERVICE (TELEPHONE CARRIER)

765–C1–P–70—American Telephone & Telegraph Co. (KEA77), C.P. to add frequency 3830 MHz toward Netcong, N.J., at station located at 0.8 mile north of Cherryville, N.J.

766–C1–P–70—American Telephone & Telegraph Co. (KEM64), C.P. to add frequency 3790 MHz toward Cherryville, N.J., at station located at 2.6 miles north of Netcong, N.J.

American Telephone & Telegraph Co., Seven (7) C.P. applications to construct one Type TD–2 radio relay channel from Omaha, Nebr., to Kansas City, Mo., as follows:

789–C1–P–70—American Telephone & Telegraph Co. (KAC60), Add frequency 4010 MHz toward Mineola, Iowa. Station location: 118 South 19th Street, Omaha, Nebr.

790–C1–P–70—American Telephone & Telegraph Co. (KAR70), Add frequency 3970 MHz toward Red Oak Junction, Iowa. Station location: 1.8 miles east of Mineola, Iowa.

791–C1–P–70—American Telephone & Telegraph Co. (KAN24), Add frequency 4050 MHz toward Braddyville, Iowa. Station location: Red Oak Junction, 6.5 miles south of Red Oak, Iowa.

792–C1–P–70—American Telephone & Telegraph Co. (KAR69), Add frequency 4090 MHz toward Bedison, Mo. Station location: 2.5 miles northwest of Braddyville, Iowa.

793–C1–P–70—American Telephone & Telegraph Co. (KAR61), Add frequency 4090 MHz toward Helena, Mo. Station location: 0.75 mile north of Bedison, Mo.

794–C1–P–70—American Telephone & Telegraph Co. (KAR60), Add frequency 3870 MHz toward Dearborn, Mo. Station location: 1.8 miles east-northeast of Helena, Mo.

795–C1–P–70—American Telephone & Telegraph Co. (KAR59), Add frequency 3910 MHz toward Kansas City, Mo. Station location: 1.5 miles northeast of Dearborn, Mo.

796–C1–P–70—The Mountain States Telephone & Telegraph Co. (KPV32), C.P. to add frequency 10,995 MHz toward Buhl, Idaho. Station location: 4.5 miles east of Jerome, Idaho.

797–C1–P–70—The Mountain States Telephone & Telegraph Co. (KPV33), C.P. to add frequency 11,445 MHz toward Flat Top Butte, Idaho. Station location: 126 Broadway, Buhl, Idaho.

798–C1–P/ML–70—The Southern New England Telephone Co. (KCE82), C.P. and modification of license to add frequency 11,565 MHz toward Lebanon, Conn. Station location: Birch Mountain Road, John Tom Hill, Glastonbury, Conn.

799–C1–P/ML–70—The Southern New England Telephone Co. (KCE84), C.P. and modification of license to add frequency 10,915 MHz toward Montville, Conn. Station location: 3.5 miles north of Lebanon, Conn.

800–C1–P/ML–70—The Southern New England Telephone Co. (KCJ76), C.P. and modification of license to add frequency 11,565 MHz toward New London, Conn. Station location: New London-Norwich Road, Montville, Conn.

POINT-TO-POINT MICROWAVE RADIO SERVICE (TELEPHONE CARRIER)—continued

801-C1-P/ML-70—The Southern New England Telephone Co. (KCJ78), C.P. and modification of license to add frequency 10,975 MHz toward Avery Point, Conn. Station location: Washington and Methodist Streets, New London, Conn.

858-C1-P-70—Hawaiian Telephone Co. (KIG36), C.P. to change 2161.0 to 2162.0 MHz toward Makaha Beach, Hawaii. Station location: Kaena Point, 9.3 miles northwest of Waianae, Oahu, Hawaii.

859-C1-P-70—Hawaiian Telephone Co. (KIG37), C.P. to change 2111.0 to 2112.0 MHz toward Mauna Kapu, Hawaii. Station location: Makaha Beach, 3.9 miles northwest of Waianae, Oahu, Hawaii.

860-C1-P-70—Hawaiian Telephone Co. (KUQ76), C.P. to replace transmitter operating on frequency 2164.0 MHz toward Hickam, AFB, Hawaii. Station location: 2.75 miles northeast of Nanakuli, Mauna Kapu, Hawaii.

American Telephone & Telegraph Co., Eighteen (18) C.P. applications to construct two pairs of radio channels between Pittsburgh and Butler, Pa., one channel between Butler and Alma, N.Y., and one pair of channels between Alma and New York, N.Y., as follows:

888-C1-P-70—American Telephone & Telegraph Co. (KGN92), Add frequencies 3870 and 3950 MHz toward Mount Nebo, Pa., and 4050 MHz toward Sligo, Pa. Station location: 5.2 miles east of Butler, Pa.

889-C1-P-70—American Telephone & Telegraph Co. (KGO86), Add frequencies 3910 and 3990 MHz toward Butler and Pittsburgh, Pa. Station location: 0.6 mile north of Mount Nebo, Pa.

890-C1-P-70—American Telephone & Telegraph Co. (KGH97), Add frequencies 3870 and 3950 MHz toward Mount Nebo, Pa. Station location: 416 Seventh Avenue, Pittsburgh, Pa.

891-C1-P-70—American Telephone & Telegraph Co. (KGN91), Add frequency 4090 MHz toward Munderf, Pa. Station location: 2.2 miles south of Sligo, Pa.

892-C1-P-70—American Telephone & Telegraph Co. (KGN90), Add frequency 4050 MHz toward Mount Jewett, Pa. Station location: 3.3 miles northwest of Munderf, Pa.

893-C1-P-70—American Telephone & Telegraph Co. (KGN89), Add frequency 4090 MHz toward Olean, N.Y. Station location: 0.8 mile south of Mount Jewett, Pa.

894-C1-P-70—American Telephone & Telegraph Co. (KEA56), Add frequency 4050 MHz toward Alma, N.Y. Station location: 6.5 miles southwest of Olean, N. Y.

895-C1-P-70—American Telephone & Telegraph Co. (KEA47), Add frequency 4010 MHz toward Hartsville, N.Y. Station location: 3.2 miles northeast of Alma, N.Y.

896-C1-P-70—American Telephone & Telegraph Co. (KEA46), Add frequency 3970 MHz toward Alma and Monterey, N.Y. Station location: 2.4 miles south of Hartsville, N.Y.

897-C1-P-70—American Telephone & Telegraph Co. (KEA45), Add frequency 4010 MHz toward Hartsville and Erin, N.Y. Station location: 2.5 miles northwest of Monterey, N.Y.

898-C1-P-70—American Telephone & Telegraph Co. (KEA39), Add frequency 3970 MHz toward Monterey and Center Lisle, N.Y. Station location: 2.7 miles northeast of Erin, N.Y.

899-C1-P-70—American Telephone & Telegraph Co. (KEA36), Add frequency 4010 MHz toward Erin and Tyner, N.Y. Station location: 3 miles southwest of Center Lisle, N.Y.

900-C1-P-70—American Telephone & Telegraph Co. (KEA34), Add frequency 3970 MHz toward Center Lisle and Deposit, N.Y. Station location: 1.1 mile southwest of Tyner, N.Y.

901-C1-P-70—American Telephone & Telegraph Co. (KEL96), Add frequencies 4010 and 4090 MHz toward Tyner, N.Y., and Long Eddy, N.Y. Station location: 5 miles north of Deposit, N.Y.

902-C1-P-70—American Telephone & Telegraph Co. (KEL97), Add frequency 4050 MHz toward Deposit and Monticello, N.Y. Station location: 2.5 miles north of Long Eddy N.Y.

903-C1-P-70—American Telephone & Telegraph Co. (KEL98), Add frequency 4090 MHz toward Long Eddy and Monroe, N.Y. Station location: 6.5 miles southeast of Monticello, N.Y.

904-C1-P-70—American Telephone & Telegraph Co. (KEL99), Add frequency 4050 MHz toward Monticello and New York, N.Y. Station location: 4 miles southwest of Monroe, N.Y.

905-C1-P-70—American Telephone & Telegraph Co. (KEL79), Add frequency 4090 MHz toward Monroe, N.Y. Station location: 811 10th Avenue, New York, N.Y.

[F.R. Doc. 69-10370; Filed, Aug. 28, 1969; 8:49 a.m.]

MEXICAN STANDARD BROADCAST STATIONS

[Mexican List No. 257]

List of New Stations, Proposed Changes in Existing Stations, Deletions, and Corrections in Assignments

MAY 16, 1969.

List of new stations, proposed changes in existing stations, deletions, and corrections in assignments of Mexican standard broadcast stations modifying the assignments of Mexican broadcast stations contained in the Appendix to the Recommendations of the North American Regional Broadcasting Agreement Engineering Meeting, January 30, 1941.

Call letters	Location	Power watts	Antenna radiation mv/m/kw	Schedule	Class	Antenna height (feet)	Ground system: Number of radials	Ground system: Length (feet)	Proposed date of change or commencement of operation
		630 kc/s							
XEFU (correction of an omission: In operation with 5000 W-D/750 W-N since 2-24-65. This notifies the supplementary information).	Cosamaloapan, Ver., N. 18°20' 37", W. 95° 57' 49".	5000D/750N	ND-185	U	III	515	120	594	2-24-65.
		650 kc/s							
XETS (in operation with 1000 W-D/500 W-N, ND, since 2-14-59. This notifies the supplementary information).	Tapachula, Chis., N. 14°53'58", W. 92°14'37".	1000D/500N	ND-175	U	III	289	90	544	2-14-59.
		860 kc/s							
XENL (correction of an omission: In operation with 5000 W-D/2000 W-N, DA-N, since 4-28-68).	Monterrey, N.L.	5000D/2000N	DA-N	U	II				4-28-68.
		920 kc/s							
XEPN (assignment deleted)	Pancho, Mich	250	ND	D	IV				5-16-69.
		960 kc/s							
XECS (PO: 1000 W-D/100 W-N, ND. This notifies the supplementary information).	Manzanillo, Col., N. 19°02'51", W. 104°19'47".	000D/100N	ND-175	U	IIID/IVN	154	120	256	6-30-69 (probable).
		1060 kc/s							
XESED (temporary operation with 1000 W, ND, U. Change in call letters, previously XEDF).	Mexico, D.F.	50,000	DA-N	U	I-B				5-12-69.
		1400 kc/s							
XEPG (new)	Veracruz, Ver., N. 19°11'00", W. 96°07'45",	250	ND-175	U	IV	154	90	154	5-10-70 (probable).
		1400 kc/s							
XEXB (assignment deleted)	Jalapa, Ver.	500D/250N	ND	U	IV				5-16-69.
		1420 kc/s							
XERD (operation definitive with 250 W-D/150 W-N. Change in call letters, previously XEPK. This notifies the supplementary information).	Pachuca, Hgo. N. 20°07'18", W. 98°43'54".	250D/150N	ND-158	U	IV	138	90	104	
		1430 kc/s							
XEWE (PO: 5000 W-D/175 W-N, ND. This provides the supplementary information).	Irapuato, Gto., N. 20°41'52", W. 101°23'01".	10,000D/175N	ND-183	U	IIID/IVN	176	120	215	9-10-69 (probable).
		1450 kc/s							
XEKM (new)	Minatitlan, Ver., N. 17°57'52", W. 94°31'56".	500D/250N	ND-178	U	IV	144	90	171	7-28-69 (probable).
		1450 kc/s							
New (assignment deleted)	Jaltipan, Ver.	250	ND	U	IV				5-16-69.
		1460 kc/s							
XEPD (change in call letters, previously XERD. This notifies the supplementary information).	Nueva Rosita, Coah., N. 27°55'40", W. 101°13'56".	1000	ND-175	D	III	185	120	136	
		1550 kc/s							
XEDV (in operation since 4-23-69. This notifies the supplementary information).	El Oro, Mexico, N. 19°49'52", W. 100°08'01".	250	ND-181	D	II	148	90	159	4-23-69.
		1550 kc/s							
XEXB (change in call letters, previously XEJJ).	Jalapa, Ver.	10,000	ND	U	I-B				
		1580 kc/s							
New (new)	Apaseo el, Grande, Gto.	1000	ND-190	D	II	155	120	153	5-12-70 (probable).
		1590 kc/s							
XEST (assignment deleted)	San Miguel, Allende, Gto.	1000	ND	D	III				5-16-69.

[SEAL]

FEDERAL COMMUNICATIONS COMMISSION,
WALLACE E. JOHNSON,
Assistant Chief, Broadcast Bureau.

[F.R. Doc. 69-10371; Filed, Aug. 28, 1969; 8:49 a.m.]

FEDERAL MARITIME COMMISSION

PORT OF SEATTLE AND SEA-LAND SERVICE, INC.

Notice of Agreement Filed for Approval

Notice is hereby given that the following Agreement has been field with the Commission for approval pursuant to section 15 of the Shipping Act, 1916, as amended (39 Stat. 733, 75 Stat. 763, 46 U.S.C. 814).

Interested parties may inspect and obtain a copy of the agreement at the Washington office of the Federal Maritime Commission, 1405 I Street, NW., Room 1202, or may inspect agreements at the offices of the District Managers, New York, N.Y., New Orleans, La., and San Francisco, Calif. Comments with reference to an agreement including a request for hearing, if desired, may be submitted to the Secretary, Federal Maritime Commission, Washington, D.C. 20573, within 20 days after publication of this notice in the FEDERAL REGISTER. A copy of any such statement should also be forwarded to the party filing the agreement (as indicated hereinafter), and the comments should indicate that this has been done.

Notice of Agreement Filed for Approval By:

Mr. T. P. McCutchan, Manager, Property Management Department, Port of Seattle, Post Office Box 1209, Seattle, Wash. 98111.

Agreement No. T-2005-3 between Port of Seattle (Port) and Sea-Land Service, Inc. (Sea-Land) modifies the basic agreement which provides for the lease of property at Seattle, Wash., for use as a marine terminal. The purpose of the modification is to (1) add to the leased premises, (2) increase the annual rental and (3) increase the lease bond amounts.

Dated: August 26, 1969.

By order of the Federal Maritime Commission.

THOMAS LISI,
Secretary.

[F.R. Doc. 69-10339; Filed, Aug. 28, 1969; 8:47 a.m.]

GENERAL SERVICES ADMINISTRATION

[Federal Property Management Regs. Temporary Reg. F-51]

SECRETARY OF DEFENSE

Delegation of Authority With Respect to Telecommunications Rate Proceeding

1. *Purpose.* This regulation delegates authority to the Secretary of Defense to represent the customer interest of the Federal Government in a telecommunications rate proceeding.

2. *Effective date.* This regulation is effective immediately.

3. *Delegation.* a. Pursuant to the authority vested in me by the Federal Property and Administrative Services Act of 1949, 63 Stat 377, as amended, particularly sections 201(a)(4) and 205(d) (40 U.S.C. 481(a)(4) and 486(d)), authority is delegated to the Secretary of Defense to represent the interests of the executive agencies of the Federal Government before the Public Utilities Commission of Ohio in a proceeding involving telecommunications rates of the Ohio Bell Telephone Co. (Docket No. 35959).

b. The Secretary of Defense may redelegate this authority to any officer, official, or employee of the Department of Defense.

c. This authority shall be exercised in accordance with the policies, procedures, and controls prescribed by the General Services Administration, and further, shall be exercised in cooperation with the responsible officers, officials, and employees thereof.

ROBERT L. KUNZIG,
Administrator of General Services.

AUGUST 22, 1969.

[F.R. Doc. 69-10317; Filed, Aug. 28, 1969; 8:45 a.m.]

FEDERAL POWER COMMISSION

[Docket No. RI70-128 etc.]

GENERAL AMERICAN OIL COMPANY OF TEXAS ET AL.

Order Accepting Contract Amendment, Providing for Hearings on and Suspension of Proposed Changes in Rates [1]

AUGUST 21, 1969.

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:

[1] Does not consolidate for hearing or dispose of the several matters herein.

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	Cents per Mcf: Proposed increased rate	Rate in effect subject to refund in dockets Nos.
RI70-128..	General American Oil Co. of Texas, Meadows Bldg., Dallas, Tex. 75206.	21	[2] 11	United Gas Pipe Line Co (South Cabeza Creek Field, Goliad	.....	7-28-69	[3] 8-28-69	(Accepted)	.....	.....	
		21	12	County, Tex.) (RR. District No. 2).	$18,040	7-28-69	[3] 8-28-69	1-28-70	13.2002	[4] [5] 18.3	
RI70-129..	Getty Oil Co., Post Office Box 1404, Houston, Tex. 77001, Attention: Mr. A. M. Mouser.	125	2	Trunkline Gas Co. (Quicksand Creek Field, Newton County, Tex.) (RR. District No. 3).	160	7-30-69	[3] 8-30-69	1-30-70	[6] 17.0	[6] [7] 17.8	
RI70-130..	American Petrofina Co. of Texas (Operator) et al., Post Office Box 2159, Dallas, Tex. 75221, Attention: Walker W. Smith, Esq.	59	17	United Gas Pipe Line Co (East Slick and South Cabeza Creek Fields, Goliad County, Tex.) (RR. District No. 2).	9,251	7-30-69	[3] 8-30-69	1-30-70	13.1664	[8] 14.1792	
RI70-131..	An-Son Corp. (Operator) et al., 3814 North Santa Fe, Oklahoma City, Okla. 73118.	35	1	Arkansas Louisiana Gas Co. (Kinta Field, Le Flore County, Okla.) (Oklahoma "Other" Area).	330	[9] 7-22-69	[3] 8-22-69	1-22-70	[10] 15.0	[4] [10] [11] 16.0	
RI70-132..	Atlantic Richfield Co. (Operator) et al., Post Office Box 2819, Dallas, Tex. 75221.	267	11	Cities Service Gas Co. (Northwest Lovedale Field, Harper County, Okla.) (Panhandle Area).	1,400	7-30-69	[3] 9-1-69	2-1-70	[6] 17.0	[4] [6] [10] 18.0	RI68-92.
	....do.....	295	1	....do.....	30	7-30-69	[3] 9-1-69	2-1-70	[6] 17.0	[4] [6] [10] 18.0	
RI70-133..	Champlin Petroleum Co. Post Office Box 9365, Fort Worth, Tex. 76107.	88	3	Cities Service Gas Co. (Canfield Unit, Woodward County, Okla. (Panhandle Area).	26	7-30-69	[3] 9-1-69	2-1-70	[6] [12] 17.0	[4] [6] [10] [12] 18.0	RI64-803.
	....do.....	89	3	Cities Service Gas Co. (Christian Science Church Unit, Woodward County, Okla.) (Panhandle Area).	388	7-31-69	[3] 9-1-69	2-1-70	[6] [12] 17.0	[4] [6] [10] [12] 18.0	RI64-803.
RI70-134..	Southern Union Production Co., 1500 Fidelity Union Tower, Dallas, Tex. 75201.	20	5	Michigan Wisconsin Pipe Line Co. (Major County Okla.) (Oklahoma "Other" Area).	522	8-1-69	[3] 9-1-69	2-1-70	[13] 15.63	[4] [10] [14] 22.63	
RI70-135..	Mobil Oil Corp. (Operator) et al., Post Office Box 1774, Houston, Tex. 77001.	333	[15] 30	Arkansas Louisiana Gas Co. (Red Oak Field Area, Le Flore County, Okla.) (Oklahoma "Other" Area).	18,879	7-31-69	[3] 8-31-69	1-31-70	15.0	[8] 16.015	
RI70-136..	Kerr-McGee Corp., Kerr-McGee Bldg., Oklahoma City, Okla. 73102.	76	3	Cities Service Gas Co. (Northwest Lovedale Field, Harper County, Okla.) (Panhandle Area).	600	7-25-69	[3] 9-1-69	2-1-70	[6] 17.0	[4] [10] 18.0	RI65-130.
RI70-137..	Union Oil Co. of California, Union Oil Center, Los Angeles, Calif. 90017.	20	13	Kansas Nebraska Natural Gas Co., Inc. (Camrick Area, Beaver and Texas Counties, Okla.) (Panhandle Area).	1,180	7-28-69	[3] 9-1-69	2-1-70	[4] 18.2	[4] [10] 18.4	RI69-49.
RI70-138..	Union Oil Co. of California (Operator) et al.	54	5	Cities Service Gas Co. (Canfield Unit, Woodward Area, Woodward County, Okla.) (Panhandle Area).	82	7-28-69	[3] 9-1-69	2-1-70	[6] [12] 17.0	[4] [6] [10] [12] 18.0	RI65-147.
RI70-139..	Atlantic Richfield Co., Post Office Box 2819, Dallas, Tex. 75221.	213	3	Cities Service Gas Co. (Northeast Woodward Field, Woodward County, Okla.) (Panhandle Area).	350	7-30-69	[3] 9-1-69	2-1-70	[6] [16] 17.0	[4] [6] [10] [16] 18.0	RI68-90.

[2] Amendment dated July 3, 1969, which provides, among other things, for a renegotiated rate of 18.3 cents for the 5-year period commencing June 19, 1969, with 1-cent increases every 5 years thereafter, deletes redetermination provisions, provides for downward B.t.u. adjustment and seller's right to collect any higher applicable just and reasonable rate established by the Commission.

[3] The stated effective date is the effective date requested by Respondent.

[4] Renegotiated rate increase.

[5] Pressure base is 14.65 p.s.i.a.

[6] Subject to a downward B.t.u. adjustment.

[7] "Fractured" rate increase. Contractually entitled to 18 cents (17.75 cents base plus 0.25-cent-dehydration charge).

[8] Includes 0.25-cent dehydration charge by seller.

[9] The stated effective date is the first day after expiration of the statutory notice.

[10] Periodic rate increase.

[11] Filing completed on July 30, 1969, by correction letter dated July 25, 1969.

[12] Subject to compression charge of 0.75 cent (one stage) to 1.5 cents (two stages) deducted by buyer if gas delivered by seller does not meet contract pressure requirements.

[13] Includes 1-cent gathering charge paid by buyer to seller.

[14] Includes 0.63-cent upward B.t.u. adjustment. Base rate subject to upward and downward B.t.u. adjustment.

[15] Applicable only to acreage added by Supplement No. 26.

[16] Includes 1-cent charge paid by buyer to seller for gathering, dehydration and delivery of gas.

American Petrofina Company of Texas (Operator) et al. (Petrofina), request that their proposed rate increase be permitted to become effective on August 29, 1969. An-Son Corp. (Operator) et al. (An-Son), request a retroactive effective date of June 1, 1969, for their proposed rate increase. Good cause has not been shown for waiving the 30-day notice requirement provided in section 4(d) of the Natural Gas Act to permit earlier effective dates for Petrofina and An-Son's rate filings and such requests are denied.

Concurrently with the filing of their rate increase, General American Oil Company of Texas (General American) submitted a contract amendment dated July 3, 1969, designated as Supplement No. 11 to General American's FPC Gas Rate Schedule No. 21, which provides the basis for General American's proposed rate increase. We believe that it would be in the public interest to accept for filing General American's proposed contract amendment to become effective as of August 28, 1969, the date of expiration of the statutory notice, but not the proposed rate contained therein which is suspended as hereinafter ordered.

All of the producers' proposed increased rates and charges exceed the applicable area price levels for increased rates as set forth in the Commission's statement of general policy No. 61–1, as amended (18 CFR, Ch. I, Pt. 2, § 2.56).

The proposed changed rates and charges may be unjust, unreasonable, unduly discriminatory, or preferential, or otherwise unlawful.

The Commission finds:

(1) Good cause has been shown for accepting for filing General American's contract amendment dated July 3, 1969, designated as Supplement No. 11 to General American's FPC Gas Rate Schedule No. 21, and for permitting such supplement to become effective as of August 28, 1969, the expiration date of the statutory notice.

(2) 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 (except for the supplement referred to in paragraph (1) above).

The Commission orders:

(A) Supplement No. 11 to General American's FPC Gas Rate Schedule No. 21 is accepted for filing and permitted to become effective as of August 28, 1969, the expiration date of the statutory notice.

(B) 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 (except the supplement set forth in paragraph (A) above).

(C) Pending hearings and decisions thereon, the above-designated rate supplements are hereby suspended and the use thereof deferred until the date indicated in the "Date Suspended Until" column, and thereafter until such further time as they are made effective in the manner prescribed by the Natural Gas Act.

(D) 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 suspension have expired, unless otherwise ordered by the Commission.

(E) Notices of intervention 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 and 1.37(f)) on or before October 8, 1969.

By the Commission.

[SEAL] GORDON M. GRANT, *Secretary.*

[F.R. Doc. 69–10243; Filed, Aug. 28, 1969; 8:45 a.m.]

[Docket No. CP70–38]

UNITED GAS PIPE LINE CO.

Notice of Application

AUGUST 22, 1969.

Take notice that on August 18, 1969, United Gas Pipe Line Co. (Applicant), Post Office Box 1407, Shreveport, La. 71102, filed an application in Docket No. CP70–38 pursuant to section 7(b) of the Natural Gas Act and section 157.7(e) of the regulations thereunder, a "budget-type" application for permission and approval to abandon certain natural gas direct sales facilities during the 12-month period commencing October 1, 1969, all as more fully set forth in the application which is on file with the Commission and open to public inspection.

The purpose of this "budget-type" application is to augment Applicant's ability to act with reasonable dispatch in abandoning service and removing direct sales measuring, regulating, and related minor facilities.

Any person desiring to be heard or to make any protest with reference to said application should on or before September 22, 1969, file with the Federal Power Commission, Washington, D.C. 20426, a petition to intervene or a protest in accordance with the requirements of the Commission's rules of practice and procedure (18 CFR 1.8 or 1.10) and the regulations under the Natural Gas Act (18 CFR 157.10). All protests filed with the Commission will be considered by it in determining the appropriate action to be taken but will not serve to make the protestants parties to the proceeding. Any person wishing to become a party to a proceeding or to participate as a party in any hearing therein must file a petition to intervene in accordance with the Commission's rules.

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 without further notice before the Commission on this application if no petition to intervene is filed within the time required herein, if the Commission on its own review of the matter finds that permission and approval for the proposed abandonment is required by the public convenience and necessity. If a petition for leave to intervene is timely filed, or if 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.

GORDON M. GRANT, *Secretary.*

[F.R. Doc. 69–10344; Filed, Aug. 28, 1969; 8:47 a.m.]

FEDERAL RESERVE SYSTEM

FEDERAL OPEN MARKET COMMITTEE

Current Economic Policy Directive

In accordance with § 271.5 of its Rules Regarding Availability of Information, there is set forth below the Committee's Current Economic Policy Directive issued at its meeting held on May 27, 1969.[1]

The information reviewed at this meeting suggests that expansion in real economic activity is continuing to moderate slightly, but that substantial upward pressures on prices and costs are persisting. Interest rates have risen in recent weeks. Bank credit and the money supply appear to be changing little on average in May after bulging in April. The outstanding volume of large-denomination CD's has continued to decline, and the available evidence suggests only modest recovery in other time and savings deposits at banks and in savings balances at nonbank thrift institutions following the outflows of the first half of April. The U.S. balance of payments on the liquidity basis was in sizable deficit in the first 4 months of 1969 but the balance on the official settlements basis remained in surplus as a result of large inflows of Euro-dollars. However, there were substantial outflows of funds from the United States in the first half of May, during the period of intense speculation on a revaluation of the German mark, and the payments balance was in very large deficit on both bases. In light of the foregoing developments, it is the policy of the Federal Open Market Committee to foster financial conditions conducive to the reduction of inflationary pressures, with a view to encouraging a more sustainable rate of economic growth and attaining reasonable equilibrium in the country's balance of payments.

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[1] The Record of Policy Actions of the Committee for the meeting of May 27, 1969, is filed as part of the original document. Copies are available on request to the Board of Governors of the Federal Reserve System, Washington, D.C. 20551.

To implement this policy, System open market operations until the next meeting of the Committee shall be conducted with a view to maintaining the prevailing pressure on money and short-term credit markets: *Provided, however,* That operations shall be modified if bank credit appears to be deviating significantly from current projections.

Dated: August 19, 1969.

FEDERAL OPEN MARKET COMMITTEE,
KENNETH A. KENYON,
Assistant Secretary.

[F.R. Doc. 69-10315; Filed, Aug. 28, 1969; 8:45 a.m.]

FEDERAL OPEN MARKET COMMITTEE

Authorization for System Foreign Currency Operations

In accordance with § 271.5 of its Rules Regarding Availability of Information, there is set forth below paragraph 2 of the Committee's Authorization for System Foreign Currency Operations. The amendment was adopted by vote of all available members (a majority) on May 14, 1969, effective that date, and ratified by action of the Committee at its meeting on May 27, 1969.

2. The Federal Open Market Committee directs the Federal Reserve Bank of New York to maintain reciprocal currency arrangements ("swap" arrangements) for System Open Market Account for periods up to a maximum of 12 months with the following foreign banks, which are among those designated by the Board of Governors of the Federal Reserve System under section 214.5 of Regulation N, Relations with Foreign Banks and Bankers, and with the approval of the Committee to renew such arrangements on maturity:

Foreign bank	Amount of arrangement (millions of dollars equivalent)
Austrian National Bank	100
National Bank of Belgium	300
Bank of Canada	1,000
National Bank of Denmark	100
Bank of England	2,000
Bank of France	1,000
German Federal Bank	1,000
Bank of Italy	1,000
Bank of Japan	1,000
Bank of Mexico	130
Netherlands Bank	300
Bank of Norway	100
Bank of Sweden	250
Swiss National Bank	600
Bank for International Settlements:	
Dollars against Swiss francs	600
Dollars against authorized European currencies other than Swiss francs	1,000

NOTE. For paragraph 1 of the authorization, see 34 F.R. 9044; for paragraph 3, see 33 F.R. 8470; and for paragraphs 4 through 10, see 32 F.R. 9583.

Dated: August 19, 1969.

FEDERAL OPEN MARKET COMMITTEE,
KENNETH A. KENYON,
Assistant Secretary.

[F.R. Doc. 69-10316; Filed, Aug. 28, 1969; 8:45 a.m.]

SMALL BUSINESS ADMINISTRATION

[Delegation of Authority 5-A.1]

DIRECTOR, OFFICE OF BUSINESS DEVELOPMENT

Delegation of Authority

Pursuant to the authority delegated by the Administrator to the Associate Administrator for Procurement and Management Assistance by Delegation of Authority No. 5-A, 32 F.R. 18002, the following authority relating to the implementation of section 8(a) of the Small Business Act is hereby redelegated to the Director, Office of Business Development:

1. To enter into contracts on behalf of the Small Business Administration with the U.S. Government and any department, agency, or officer thereof having procurement powers, obligating the Small Business Administration to furnish articles, equipment, supplies, or materials to the Government and agreeing as to the terms and conditions of such contracts;

2. To certify to any officer of the Government having procurement powers that the Small Business Administration is competent to perform any specific Government procurement contract to be let by any such officer; and

3. To arrange for the performance of such contracts by negotiating or otherwise letting subcontracts to small business concerns or others for the manufacture, supply, or assembly of such articles, equipment, supplies, or materials, or parts thereof, or servicing or processing in connection therewith, or such management services as may be necessary to enable the Small Business Administration to perform such contracts.

Effective date: August 19, 1969.

WILLIAM MURFIN,
Associate Administrator for Procurement and Management Assistance.

[F.R. Doc. 69-10322; Filed, Aug. 28, 1969; 8:45 a.m.]

[Declaration of Disaster Loan Area 736]

WEST VIRGINIA

Declaration of Disaster Loan Area

Whereas, it has been reported that during the month of August 1969, because of the effects of certain disasters, damage resulted to residences and business property located in the State of West Virginia;

Whereas, the Small Business Administration has investigated and has received other reports of investigations of conditions in the areas affected;

Whereas, after reading and evaluating reports of such conditions, I find that the conditions in such areas constitute a catastrophe within the purview of the Small Business Act, as amended.

Now, therefore, as Acting Administrator of the Small Business Administration, I hereby determine that:

1. Applications for disaster loans under the provisions of section 7(b)(1) of the Small Business Act, as amended, may be received and considered by the offices below indicated from persons or firms whose property, situated in all areas affected or to be affected in the aforesaid State, suffered damage or destruction resulting from floods beginning on or about August 20, 1969, and continuing thereafter.

OFFICES

Small Business Administration Regional Office, 119 North Third Street, Clarksburg, W. Va. 26301.

Small Business Administration Branch Office, U.S. Courthouse and Federal Building, Room 3410, 500 Quarrier Street, Charleston, W. Va. 25301.

2. Applications for disaster loans under the authority of this Declaration will not be accepted subsequent to February 28, 1970.

Dated: August 22, 1969.

R. B. BLANKENSHIP,
Acting Administrator.

[F.R. Doc. 69-10323; Filed, Aug. 28, 1969; 8:45 a.m.]

INTERSTATE COMMERCE COMMISSION

[S.O. 994; ICC Order 35]

ILLINOIS CENTRAL RAILROAD CO. AND MISSOURI PACIFIC RAILROAD CO.

Rerouting and Diversion Traffic

In the opinion of R. D. Pfahler, agent, the Illinois Central Railroad Co. and the Missouri Pacific Railroad Co. are unable to transport traffic over their lines between Natchez, Miss., and Vidalia, La., because of barge out of service.

It is ordered, That:

(a) The Illinois Central Railroad Co. and the Missouri Pacific Railroad Co., being unable to transport traffic over their lines between Natchez, Miss., and Vidalia, La., because of barge out of service, are hereby authorized to reroute or divert such traffic over any available route to expedite the movement. Billing covering all such cars rerouted shall carry a reference to this order as authority for rerouting.

(b) Concurrence of receiving road to be obtained: The Illinois Central Railroad Co. and the Missouri Pacific Railroad Co. shall receive the concurrence of other railroads to which such traffic is to be diverted or rerouted before the rerouting or diversion is ordered.

(c) Notification to shippers: Each carrier rerouting cars in accordance with this order shall notify each shipper at the time each car is rerouted or diverted and shall furnish to such shipper the new routing provided under this order.

(d) Inasmuch as the diversion or rerouting of traffic by said agent is deemed to be due to carrier's disability, the rates applicable to traffic diverted or rerouted

by said agent shall be the rates which were applicable at the time of shipment on the shipments as originally routed.

(e) In executing the directions of the Commission and of such agent provided for in this order, the common carriers involved shall proceed even though no contracts, agreements, or arrangements now exist between them with reference to the divisions of the rates of transportation applicable to said traffic; divisions shall be, during the time this order remains in force, those voluntarily agreed upon by and between said carriers; or upon failure of the carriers to so agree, said divisions shall be those hereafter fixed by the Commission in accordance with pertinent authority conferred upon it by the Interstate Commerce Act.

(f) Effective date: This order shall become effective at 10 a.m., August 25, 1969.

(g) Expiration date: This order shall expire at 11:59 p.m., September 30, 1969, unless otherwise modified, changed, or suspended.

It is further ordered, That this order shall be served upon the Association of American Railroads, Car Service Division, as agent of all railroads subscribing to the car service and per diem agreement under the terms of that agreement; and that it be filed with the Director, Office of the Federal Register.

Issued at Washington, D.C., August 25, 1969.

INTERSTATE COMMERCE COMMISSION,
[SEAL] R. D. PFAHLER,
Agent.

[F.R. Doc. 69-10350; Filed, Aug. 28, 1969; 8:47 a.m.]

FOURTH SECTION APPLICATION FOR RELIEF

AUGUST 26, 1969.

Protests to the granting of an application must be prepared in accordance with Rule 1100.40 of the general rules of practice (49 CFR 1100.40) and filed within 15 days from the date of publication of this notice in the FEDERAL REGISTER.

LONG-AND-SHORT HAUL

FSA No. 41727—*Chlorine from McIntosh, Ala.* Filed by O. W. South, Jr., agent (No. A6125), for interested rail carriers. Rates on chlorine, in tank carloads, as described in the application, from McIntosh, Ala., to Quinlan, Fla.

Grounds for relief—Market competition.

Tariff—Supplement 177 to Southern Freight Association, agent, tariff ICC S-600.

By the Commission.

[SEAL] ANDREW ANTHONY, Jr.,
Acting Secretary.

[F.R. Doc. 69-10351; Filed, Aug. 28, 1969; 8:48 a.m.]

[Notice 895]

MOTOR CARRIER TEMPORARY AUTHORITY APPLICATIONS

AUGUST 26, 1969.

The following are notices of filing of applications for temporary authority under section 210a(a) of the Interstate Commerce Act provided for under the new rules of Ex Parte No. MC-67 (49 CFR Part 1131) published in the FEDERAL REGISTER, issue of April 27, 1965, effective July 1, 1965. These rules provide that protests to the granting of an application must be filed with the field official named in the FEDERAL REGISTER publication, within 15 calendar days after the date of notice of the filing of the application is published in the FEDERAL REGISTER. One copy of such protests must be served on the applicant, or its authorized representative, if any, and the protests must certify that such service has been made. The protests must be specific as to the service which such protestant can and will offer, and must consist of a signed original and six copies.

A copy of the application is on file, and can be examined at the Office of the Secretary, Interstate Commerce Commission, Washington, D.C., and also in field office to which protests are to be transmitted.

MOTOR CARRIERS OF PROPERTY

No. MC 108449 (Sub-No. 300 TA), filed August 20, 1969. Applicant: INDIANHEAD TRUCK LINE, INC., 1947 West County Road C, St. Paul, Minn. 55113. Applicant's representative: Larry L. Gass (same address as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Resins*, in bulk, in tank vehicles, from Chemolite, Minn., to Newark, N.J., and Prairie du Chien, Wis., for 150 days. Supporting shipper: Minnesota Mining & Manufacturing Co., St. Paul, Minn. 55101. Send protests to: District Supervisor A. E. Rathert, Interstate Commerce Commission, Bureau of Operations, 448 Federal Building and U.S. Courthouse, 110 South Fourth Street, Minneapolis, Minn. 55401.

No. MC 117940 (Sub-No. 4 TA), filed August 19, 1969. Applicant: NATIONWIDE CARRIERS, INC., Post Office Box 104, Maple Plain, Minn. 55359. Applicant's representative: M. James Levitus (same address as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Dough*, prepared, *prepared foodstuffs* other than frozen, from the plantsite and warehouse facilities of The Pillsbury Co. at or near Denison, Tex., to points in Colorado, Kansas, Missouri, Nebraska, Oklahoma, and South Dakota, for 180 days. Supporting shipper: The Pillsbury Co., 608 Second Avenue South, Minneapolis, Minn. 55402. Send protests to: A. N. Spath, District Supervisor, Interstate Commerce Commission, Bureau of Operations, 448 Federal Building and U.S. Courthouse, 110 South Fourth Street, Minneapolis, Minn. 55401.

No. MC 118263 (Sub-No. 14 TA), filed August 19, 1969. Applicant: COLDWAY CARRIERS, INC., Post Office Box 38, Clarksville, Ind. 47131. Applicant's representative: Paul M. Daniell, Suite 1600, First Federal Building, Atlanta, Ga. 30303. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Bananas, plantains, and pineapples and coconuts* (when transported in the same vehicles with bananas and plantains); from Wilmington, Del., to points in Kentucky, Indiana, Ohio, and Tennessee, for 180 days. Supporting shipper: Samuel Gordon, Vice President, West Indies Fruit Co., Post Office Box 1940, Miami, Fla. 33101. Send protests to: James W. Habermehl, District Supervisor, Interstate Commerce Commission, Bureau of Operations, 802 Century Building, 36 South Pennsylvania Street, Indianapolis, Ind. 46204.

No. MC 118989 (Sub-No. 33 TA), filed August 20, 1969. Applicant: CONTAINER TRANSIT, INC., 5223 South Ninth Street, Milwaukee, Wis. 53211. Applicant's representative: Robert H. Levy, 29 South La Salle Street, Chicago, Ill. 60603. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Glass containers*, between Mundelein, Ill., and Burlington, Wis., for 150 days. Supporting shipper: Ball Corp., Muncie, Ind. 47302 (Raymond M. Green, Registered Practitioner, General Traffic Manager). Send protests to: District Supervisor Lyle D. Helfer, Interstate Commerce Commission, Bureau of Operations, 135 West Wells Street, Room 807, Milwaukee, Wis. 53203.

No. MC 119388 (Sub-No. 12 TA), filed August 20, 1969. Applicant: GLEN R. ELLIS, INC., 3911 Jerome Avenue, Chattanooga, Tenn. 37407. Applicant's representative: Blaine Buchanan, 1024 James Building, Chattanooga, Tenn. 37402. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Malt beverages*, from Winston-Salem, N.C., to Chattanooga, Tenn.; and *empty containers and returnable pallets*, on return, for 180 days. Supporting shipper: Longshore Distributing Co., 1300 Market Street, Chattanooga, Tenn. Send protests to: Joe J. Tate, District Supervisor, Interstate Commerce Commission, Bureau of Operations, Room 803, 1808 West End Building, Nashville, Tenn. 37203.

No. MC 123067 (Sub-No. 94 TA), filed August 20, 1969. Applicant: M & M TANK LINES, INC., Post Office Box 612, Winston-Salem, N.C. 27102. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Fertilizer and fertilizer materials, and ingredients*, dry, from points in Effingham County, Ga., to

points in South Carolina, for 180 days. Supporting shipper: Cotton Producers Association, Post Office Box 2210, Atlanta, Ga. 30301. Send protests to: Jack K. Huff, District Supervisor, Interstate Commerce Commission, Bureau of Operations, 316 East Morehead, Suite 417, Charlotte, N.C. 28202.

No. MC 127952 (Sub-No. 12 TA), filed August 20, 1969. Applicant: BLACKBURN TRUCK LINES, INC., 4998 Branyon Street, South Gate, Calif. Applicant's representative: Warren N. Grossman, 825 City National Bank Building, 606 South Olive Street, Los Angeles, Calif. 90014. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Empty glass containers*, from points in Los Angeles County, Calif., to Las Vegas, Nev., and points in Maricopa County, Ariz., for 180 days. Supporting shipper: Latchford Glass Co., Post Office Box 1707, Los Angeles, Calif. 90001. Send protests to: District Supervisor John E. Nance, Interstate Commerce Commission, Bureau of Operations, Room 7708, Federal Building, 300 North Los Angeles Street, Los Angeles, Calif. 90012.

No. MC 129049 (Sub-No. 3 TA), filed August 8, 1969. Applicant: HAUL-AWAY, INC., 15939 Piuma Avenue, Cerritos, Calif. 90701. Applicant's representative: Ernest D. Salm, 3846 Evans Street, Los Angeles, Calif. 90027. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Accessories, equipment, materials, parts, and supplies*, which are used in, or are incidental to, or are used in connection with camping and travel trailers; (1) from the plant of Airstream at Jackson Center (Shelby County), Ohio, to points in the United States, except Hawaii; (2) from the plant of Airstream at Cerritos, Calif., to points in Arizona, Colorado, Idaho, Kansas, Missouri, Montana, Nebraska, Nevada, New Mexico, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, and Wyoming. *Restriction No. 1:* Restricted to shipments which are transported in, or simultaneously with, shipments of camping or travel trailers. *Restriction No. 2:* The operations authorized herein are limited to a transportation service to be performed under a continuing contract, or contracts, with Airstream, a division of Beatrice Food Co., for 180 days. Supporting shipper: Airstream, 15939 Piume Avenue, Cerritos, Calif. 90701. Send protests to: John E. Nance, District Supervisor, Interstate Commerce Commission, Bureau of Operations, Room 7708, Federal Building, 300 North Los Angeles Street, Los Angeles, Calif. 90012.

No. MC 129784 (Sub-No. 3 TA), filed August 20, 1969. Applicant: DAVISON TRANSPORT, INC., Ruston, La. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Liquid asphalt and asphalt products;* from (1) Norco, La., to points in Hancock County, Miss.; from (2) El Dorado, Ark., to Broken Bow, Okla., for 180 days. NOTE: Applicant intends to tack MC-129784 and Sub. No. 2. Supporting shippers: (1) T. L. James & Co., Inc., Ruston, La.; (2) Lion Oil Co., Lion Oil Building, El Dorado, Ark. 71730. Send protests to: W. R. Atkins, District Supervisor, 4009 Federal Building, 701 Loyola Avenue, New Orleans, La. 70113.

No. MC 133962 TA, filed August 19, 1969. Applicant: JAMES W. ALDRICH, 742 Northeast 35th Street, Ocala, Fla. 32670. Applicant's representative: Ben Daniel, Jr., 307 Northwest Third Street, Ocala, Fla. 32670. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Charcoal*, from points in Florida to points east of the Mississippi River and Arkansas, Kansas, Louisiana, Missouri, Oklahoma, and Texas, for 180 days. Supporting shipper: Timberland Products Co.; Inc., Post Office Box 1799, Ocala, Fla. 32670. Send protests to: District Supervisor G. H. Fauss, Jr., Bureau of Operations, Interstate Commerce Commission, Box 35008, Federal Building, 400 West Bay Street, Jacksonville, Fla. 32202.

No. MC 133963 TA, filed August 19, 1969. Applicant: MIDWEST TRUCKING, INC., Post Office Box 166, Billings, Mont. 59103. Applicant's representative: J. F. Meglen, Post Office Box 1581, Billings, Mont. 59103. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Lumber and lumber products*, from West Yellowstone, Townsend, and Manhattan, Mont., and St. Anthony, Idaho, to Minneapolis, and St. Paul, Minn., and Prairie Farms, Wis., for 180 days. Supporting shipper: B & S Lumber & Supply Co., 515 Kathy Lane, Billings, Mont. 59101. Send protests to: Paul J. Labane, District Supervisor, Interstate Commerce Commission, Bureau of Operations, 251 U.S. Post Office Building, Billings, Mont. 59101.

By the Commission.

[SEAL] ANDREW ANTHONY, Jr.,
Acting Secretary.

[F.R. Doc. 69-10352; Filed, Aug. 28, 1969; 8:48 a.m.]

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