

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

- Deviation authorizes substitution of the following subparagraph (g)(7), which makes the cost of insurance due to DoD contractors' assumption of risk of loss for low value property an allowable cost pursuant to FAR 31.205-19:

(g)(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except:

(i) to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract; or

(ii) low value property.

52.245-7 Government Property (Consolidated Facilities) (APR 1984).

- Deviation authorizes substitution of the following subparagraphs (d)(2) and (d)(4), which clarify that title to items of Government property lost, damaged, or destroyed, and replaced under the risk of loss provisions of this clause vests in the Government:

(d)(2) Title to all facilities and components shall pass to and vest in the Government upon delivery by the vendor of all such items purchased by the Contractor for which it is entitled to be reimbursed as a direct item of cost under this contract or for which the Contractor is responsible to replace under the risk of loss provisions specified in the clause at FAR 52.245-8, Liability for the Facilities.

(d)(4) Title to other property, the cost of which is reimbursable to the Contractor under this contract or for which the Contractor is responsible to replace under the risk of loss provisions specified in the clause at FAR 52.245-8, Liability for the Facilities, shall pass to and vest in the Government upon—

(i) Issuance of the property for use in performing this contract;

(ii) Commencement of processing or use of the property in performing this contract; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

52.245-8 Liability for the Facilities (APR 1984).

- Deviation authorizes substitution of the following paragraph (b), which

requires contractors to assume risk of, and be responsible for, any loss, damage, or destruction of low value property, except for reasonable wear and tear:

(b) The Contractor assumes the risk of, shall be responsible for, and shall not be entitled to reimbursement as an allowable cost for any loss or destruction of, or damage to low value property upon its delivery to the contractor or upon passage of title to the Government as specified in the clause at FAR 52.245-7, Government Property (Consolidated Facilities), FAR 52.245-10, Government Property (Facilities Acquisition) or FAR 52.245-11, Government Property (Facilities Use). However, the Contractor is not responsible for reasonable wear and tear of low value property or for low value property properly consumed in performing this contract. With respect to all other Government property, the Contractor shall not be liable for any loss or destruction of, or damage to, the facilities, or for expenses incidental to such loss, destruction, or damage, except as provided in this clause.

- Deviation authorizes substitution of the following paragraph (f), which makes the cost of insurance due to assumption of risk of loss for low value property an allowable cost pursuant to FAR 31.205-19:

(f) Unless expressly directed in writing by the Contracting Officer, the Contractor shall not include in the price or cost under any contract with the Government the cost of insurance (including self-insurance) against any form of loss, destruction, or damage to the facilities. However, the Contractor may include the price or cost of such insurance against any form of loss, destruction, or damage to low value property. Any insurance required under this clause shall be in such form, in such amounts, for such periods of time, and with such insurers (including the Contractor as self-insurer in appropriate circumstances) as the Contracting Officer shall require or approve. Such insurance shall provide for 30 days advance notice to the Contracting Officer, in the event of cancellation or material change in the policy coverage on the part of the insurer. A certificate of insurance or a certified copy of such insurance shall be deposited promptly with the Contracting Officer. The Contractor shall, not less than 30 days before the expiration of such insurance, deliver to the Contracting Officer a certificate of insurance or a certified copy of each renewal policy. The insurance shall be in the name of the United States of America (Agency Name), the Contractor, and such other

interested parties as the Contracting Officer shall approve, and shall contain a loss payable clause reading substantially as follows: Any loss under this policy shall be adjusted with (Contractor) and the proceeds, at the direction of the Government, shall be paid to (Contractor). Proceeds not paid to (Contractor) shall be paid to the office designated by the Contracting Officer.

- Deviation authorizes substitution of the following introductory text for paragraph (g), which allows contractors to report loss, damage, or destruction of items of low value property only at contract termination or completion:

(g) With the exception of low value property for which the loss, damage, or destruction is required to be reported at contract termination or completion, when there is any loss or destruction of, or damage to, the facilities—

52.245-11 Government Property (Facilities Use) (APR 1984).

- Deviation authorizes insertion of the following new subparagraph (c)(2), which clarifies that title to items of Government property lost, damaged, or destroyed, and replaced under the risk of loss provisions of this clause vests in the Government. The deviation also authorizes substitution of the numbering of the existing subparagraphs (c)(2), (c)(3), and (c)(4) as (c)(3), (c)(4), and (c)(5), respectively:

(c)(2) Title to facilities for which the Contractor is responsible to replace under the risk of loss provisions specified in the clause at FAR 52.245-8, Liability for the Facilities, shall pass to and vest in the Government upon the vendor's delivery of such facilities. Title to all other facilities for which the Contractor is responsible to replace under the risk of loss provisions specified in the clause at FAR 52.245-8 shall pass to and vest in the Government upon—

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

List of Subjects in 48 CFR Parts 45 and 52

Government procurement.

Claudia L. Naugle,

Executive Editor, Defense Acquisition Regulations Council.

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DEPARTMENT OF COMMERCE**National Oceanic and Atmospheric Administration****50 CFR Part 640**

[I.D. 032095B]

Spiny Lobster Fishery of the Gulf of Mexico and South Atlantic; Amendment 4

AGENCY: National Marine Fisheries Service (NMFS), National Oceanic and Atmospheric Administration (NOAA), Commerce.

ACTION: Notice of availability of an amendment to a fishery management plan; request for comments.

SUMMARY: NMFS announces that the Gulf of Mexico and South Atlantic Fishery Management Councils have submitted Amendment 4 to the Fishery Management Plan for the Spiny Lobster Fishery of the Gulf of Mexico and South Atlantic for review, approval, and implementation by NMFS. Written

comments are requested from the public.

DATES: Written comments must be received on or before May 18, 1995.

ADDRESSES: Comments must be mailed to the Southeast Regional Office, NMFS, 9721 Executive Center Drive N., St. Petersburg, FL 33702.

Requests for copies of Amendment 4 and supporting documents should be sent to the Gulf of Mexico Fishery Management Council, 5401 W. Kennedy Boulevard, Suite 331, Tampa, FL 33609-2486, FAX: 813-225-7015, or to the South Atlantic Fishery Management Council, 1 Southpark Circle, Suite 306, Charleston, SC 29407-4699, FAX: 803-769-4520.

FOR FURTHER INFORMATION CONTACT: Georgia Cranmore, 813-570-5305.

SUPPLEMENTARY INFORMATION: The Magnuson Fishery Conservation and Management Act (Magnuson Act) requires that a council-prepared amendment to a fishery management plan be submitted to NMFS for review and approval, disapproval, or partial

disapproval. The Magnuson Act also requires that NMFS, upon receiving an amendment, immediately publish a notice that the amendment is available for public review and comment. NMFS will consider public comment in determining approvability of the amendment.

Amendment 4 would allow the harvest of spiny lobster year-round and establish a daily bag or possession limit of two spiny lobster per person in the exclusive economic zone off North Carolina, South Carolina, and Georgia.

Proposed regulations to implement Amendment 4 are scheduled for publication within 15 days.

Authority: 16 U.S.C. 1801 *et seq.*

Dated: March 21, 1995.

David S. Crestin,

Acting Director, Office of Fisheries Conservation and Management, National Marine Fisheries Service.

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