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Washington, Tuesday, June 2, 1959

Title 3—THE PRESIDENT

Executive Order 10824

DESIGNATING THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION AS AN AGENCY TO HAVE CERTAIN CONTRACTUAL AUTHORITY UNDER THE ASSIGNMENT OF CLAIMS ACT OF 1940, AS AMENDED

WHEREAS the Assignment of Claims Act of 1940, 54 Stat. 1029, as amended by the act of May 15, 1951, 65 Stat. 41 (31 U.S.C. 203), contains the following provisions:

Any contract of the Department of Defense, the General Services Administration, the Atomic Energy Commission, or any other department or agency of the United States designated by the President, except any such contract under which full payment has been made, may, in time of war or national emergency proclaimed by the President (including the national emergency proclaimed December 16, 1950) or by Act or joint resolution of the Congress and until such war or national emergency has been terminated in such manner, provide or be amended without consideration to provide that payments to be made to the assignee of any moneys due or to become due under such contract shall not be subject to reduction or set-off, and if such provision or one to the same general effect has been at any time heretofore or is hereafter included or inserted in any such contract, payments to be made thereafter to an assignee of any moneys due or to become due under such contract, whether during or after such war or emergency, shall not be subject to reduction or set-off for any liability of any nature of the assignor to the United States or any department or agency thereof which arises independently of such contract, or hereafter for any liability of the assignor on account of (1) renegotiation under any renegotiation statute or under any statutory renegotiation article in the contract, (2) fines, (3) penalties (which term does not include amounts which may be collected or withheld from the assignor in accordance with or for failure to comply with the terms of the contract), or (4) taxes, social security contributions, or the withholding or nonwithholding of taxes or social security contributions, whether arising from or independently of such contract.

AND WHEREAS it appears that it would be in the public interest to make those provisions applicable to the National Aeronautics and Space Administration:

NOW, THEREFORE, by virtue of the authority vested in me by the above-quoted statutory provisions, I hereby designate the National Aeronautics and Space Administration as an agency of the United States to which such statutory provisions shall apply in the same manner and to the same extent that they apply to the Department of Defense, the General Services Administration, and the Atomic Energy Commission.

DWIGHT D. EISENHOWER

THE WHITE HOUSE,
May 29, 1959.

[F.R. Doc. 59-4628; Filed, June 1, 1959; 9:42 a.m.]

Title 7—AGRICULTURE

Chapter IX—Agricultural Marketing Service (Marketing Agreements and Orders), Department of Agriculture

[Lemon Reg. 793, Amdt. 1]

PART 953—LEMONS GROWN IN CALIFORNIA AND ARIZONA

Limitation of Handling

Findings. 1. Pursuant to the marketing agreement, as amended, and Order No. 53, as amended (7 CFR Part 953), regulating the handling of lemons grown in California and Arizona, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601 et seq.; 68 Stat. 906, 1047), and upon the basis of the recommendation and information submitted by the Lemon Administrative Committee, established under the said amended marketing agreement and order, and upon other available information, it is hereby found that the limitation of handling of such lemons as hereinafter provided will tend to effectuate the declared policy of the act.

2. It is hereby further found that it is impracticable and contrary to the public interest to give preliminary notice, engage in public rule-making procedure, and postpone the effective date of this amendment until 30 days after publication hereof in the FEDERAL REGISTER (60 Stat. 237; 5 U.S.C. 1001 et seq.) because the time intervening between the date when information upon which this amendment is based became available

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FEDERAL REGISTER

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CFR SUPPLEMENTS

(As of January 1, 1959)

The following supplements are now available:

Title 6 ($1.75)

Title 7, Parts 210–899 ($2.50)

Title 15 ($1.00)

Title 32, Parts 800–1099 ($2.50)

Previously announced: Title 3, 1958 Supp. ($0.35); Titles 4–5 ($0.50); Title 7, Parts 1–50 ($4.00); Parts 51–52 ($6.25); Parts 53–209 ($5.50); Parts 900–959 ($1.50); Part 960 to end ($2.25); Title 8 ($0.35); Title 9 ($4.75); Titles 10–13 ($5.50); Title 14, Parts 1–39 ($0.55); Parts 40–399 ($0.55); Part 400 to end ($1.50); Title 16 ($1.75); Title 18 ($0.25); Title 19 ($0.75); Title 21 ($1.00); Titles 22–23 ($0.35); Title 24 ($4.25); Title 25 ($0.35); Title 26, Parts 1–79 ($0.20); Parts 80–169 ($0.20); Parts 170–182 ($0.20); Part 300 to end, Title 27 ($0.30); Title 26 (1954) Parts 1–19 ($3.25); Parts 20–221 ($3.00); Titles 28–29 ($1.50); Titles 30–31 ($3.50); Title 32, Parts 1–399 ($1.50); Parts 400–699 ($1.75); Parts 700–799 ($0.70); Part 1100 to end ($0.35); Title 32A ($0.40); Title 33 ($1.50); Titles 35–37 ($1.25); Title 38 ($0.55); Title 39 ($0.70); Titles 40–42 ($0.35); Title 43 ($1.00); Titles 44–45 ($0.60); Title 46, Parts 1–145 ($1.00); Parts 146–149, 1958 Supp. 2 ($1.50); Part 150 to end ($0.50); Title 47, Parts 1–29 ($0.70); Part 30 to end ($0.30); Title 49, Parts 1–70 ($0.25); Parts 71–90 ($0.70); Parts 91–164 ($0.40); Part 165 to end ($1.00); Title 50 ($0.75)

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and the time when this amendment must become effective in order to effectuate the declared policy of the Agricultural Marketing Agreement Act of 1937, as amended, is insufficient, and this amendment relieves restriction on the handling of lemons grown in California and Arizona.

Order, as amended. The provisions in paragraph (b)(1)(ii) of § 953.900 (Lemon Regulation 793; 24 F.R. 4164) are hereby amended to read as follows:

(ii) District 2: 511,500 cartons.

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

Dated: May 28, 1959.

S. R. SMITH,
Director, Fruit and Vegetable Division, Agricultural Marketing Service.

[F.R. Doc. 59–4591; Filed, June 1, 1959; 8:50 a.m.]

PART 962—FRESH PEACHES GROWN IN GEORGIA

Determination Relative to Expenses and Fixing of Rate of Assessment for 1959–60 Fiscal Period

Notice was published in the May 14, 1959, issue of the FEDERAL REGISTER (24 F.R. 3889) that consideration was being given to proposals regarding the expenses and the fixing of the rate of assessment for the 1959–60 fiscal period under the marketing agreement, as amended and Order No. 62, as amended (7 CFR Part 962), regulating the handling of fresh peaches grown in Georgia, effective under the applicable provisions of 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 Industry Committee (established pursuant to said amended marketing agreement and order), it is hereby found and determined that:

§ 962.212 Expenses and rate of assessment for the 1959–60 fiscal period.

(a) *Expenses.* The expenses necessary to be incurred by the Industry Committee, established pursuant to the provisions of the said amended marketing agreement and order, to enable such committee to perform its functions, in accordance with the provisions thereof, during the fiscal period beginning March 1, 1959, will amount to $16,254.

(b) *Rate of assessment.* The rate of assessment, which each handler who first handles peaches shall pay as his pro rata share of the aforementioned expenses in accordance with the applicable provisions of said amended marketing agreement and order, is hereby fixed at seven-tenths cent ($0.007) per bushel basket of peaches (net weight 50 pounds), or its equivalent of peaches in other containers or in bulk.

(c) Terms used in the amended marketing agreement and order shall, when used herein, have the same meaning as is given to the respective term in said amended marketing agreement and order.

(d) The provisions hereof shall become effective 30 days after publication in the FEDERAL REGISTER.

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

Dated: May 28, 1959.

FLOYD F. HEDLUND,
Acting Director, Fruit and Vegetable Division, Agricultural Marketing Service.

[F.R. Doc. 59–4594; Filed, June 1, 1959; 8:50 a.m.]

Title 6—AGRICULTURAL CREDIT

Chapter IV—Commodity Stabilization Service and Commodity Credit Corporation, Department of Agriculture

SUBCHAPTER B—LOANS, PURCHASES AND OTHER OPERATIONS

[C.C.C. Grain Price Support Bulletin 1, 1959 Supp. 1, Soybeans]

PART 421—GRAINS AND RELATED COMMODITIES

Subpart—1959-Crop Soybean Loan and Purchase Agreement Program

Correction

In F.R. Document 59–4340, appearing in the issue for Friday, May 22, 1959, at page 4128, the section number in the last line of column 3 on page 4130 reading "§ 421.4228", should read § 421.4428".

[C.C.C. Grain Price Support Bulletin 1, 1959 Supp. 2, Rye]

PART 421—GRAINS AND RELATED COMMODITIES

Subpart—1959-Crop Rye Loan and Purchase Agreement Program

The C.C.C. Grain Price Support Bulletin 1 (23 F.R. 9651), issued by the Commodity Credit Corporation and containing the regulations of a general nature with respect to price support operations for certain grains and other commodities produced in 1959 and subsequent crop years was supplemented by C.C.C. Grain Price Support Bulletin 1, 1959 Supplement 1, Rye (24 F.R. 2937), containing the specific requirements applicable to price support operations on the 1959 rye crop. These regulations are further supplemented as follows:

§ 421.4387 Support rates.

Basic support rates for rye placed under loan or delivered under puchase agreements are set forth in this section.

(a) *Basic support rates at designated terminal markets.* Basic support rates per bushel for rye grading No. 2 or better, or grading No. 3 on the basis of test weight only, but otherwise grading No. 2 or better, stored in approved warehouses at the terminal markets listed below are as follows:

Terminal market:	Rate per bushel
Omaha, Nebr	$1.13
Sioux City, Iowa	1.13
Duluth, Minn	1.13
Minneapolis, Minn	1.13
Saint Paul, Minn	1.13
Superior, Wis	1.13
Atchison, Kans	1.16
Kansas City, Mo	1.16
St. Joseph, Mo	1.16
Chicago, Ill	1.20
Milwaukee, Wis	1.20
Memphis, Tenn	1.21
St. Louis, Mo	1.21
Galveston, Tex	1.21
Houston, Tex	1.21
Port Arthur, Tex	1.21
Los Angeles, Calif	1.25
Oakland, Calif	1.25
San Francisco, Calif	1.25
Stockton, Calif	1.25
Astoria, Oreg	1.25
Longview, Wash	1.25
Portland, Oreg	1.25
Seattle, Wash	1.25
Tacoma, Wash	1.25
Vancouver, Wash	1.25
Albany, N.Y	1.35
Baltimore, Md	1.35
New York, N.Y	1.35
Norfolk, Va	1.35
Philadelphia, Pa	1.35

(b) *Basic county support rates.* (1) The following basic county support rates per bushel are established for rye grading No. 2 or better, or rye grading No. 3 on the factor of test weight only, but otherwise grading No. 2 or better. Farm-storage loans and country warehouse storage loans, except as otherwise provided in § 421.4383(b), will be based on the support rate established for the county in which the rye is stored.

(2) If two or more approved warehouses are located in the same or adjoin-

ing towns, villages, or cities having the same domestic interstate freight rate, such towns, villages, or cities shall be deemed to constitute one shipping point and the same support rate shall apply even though such warehouses are not all located in the same county. Such support rate shall be the highest support rate of the counties involved.

ALABAMA

County	Rate per bushel
All counties	$1.04

ARIZONA

All counties	$0.94

ARKANSAS

All counties	$0.92

CALIFORNIA

County	Rate per bushel	County	Rate per bushel
Colusa	$1.08	Plumas	$0.94
Contra Costa	1.12	Riverside	1.07
Glenn	1.05	San Joaquin	1.14
Kern	1.05	Shasta	1.00
Lassen	.91	Sierra	.94
Marin	1.12	Siskiyou	1.00
Merced	1.11	Sonoma	1.11
Modoc	.94	Stanislaus	1.12
Mono	.91	Yuba	1.09

COLORADO

Baca	$0.80	Phillips	$0.81
Bent	.80	Prowers	.81
Cheyenne	.81	Yuma	.81
Kiowa	.81	All other	
Kit Carson	.81	counties	.79

CONNECTICUT

All counties	$1.03

DELAWARE

All counties	$1.03

FLORIDA

All counties	$1.09

GEORGIA

All counties	$1.09

IDAHO

County	Rate per bushel	County	Rate per bushel
Ada	$0.90	Gem	$0.91
Adams	.88	Gooding	.86
Bannock	.81	Idaho	.94
Bear Lake	.82	Jefferson	.81
Benewah	.96	Jerome	.85
Bingham	.81	Kootenai	.95
Blaine	.83	Latah	.97
Boise	.90	Lemhi	.81
Bonner	.89	Lewis	.95
Bonneville	.81	Lincoln	.84
Boundary	.86	Madison	.81
Butte	.81	Minidoka	.84
Camas	.83	Nez Perce	.97
Canyon	.90	Oneida	.81
Caribou	.82	Owyhee	.90
Cassia	.83	Payette	.91
Clark	.78	Power	.83
Clearwater	.96	Shoshone	.87
Custer	.81	Teton	.81
Elmore	.88	Twin Falls	.83
Franklin	.81	Valley	.89
Fremont	.81	Washington	.92

ILLINOIS

County	Rate per bushel	County	Rate per bushel
Adams	$0.97	Clay	$0.99
Alexander	.99	Clinton	1.02
Bond	1.02	Coles	.99
Boone	1.00	Cook	1.03
Brown	.97	Crawford	.96
Bureau	.98	Cumberland	.99
Calhoun	1.00	De Kalb	1.01
Carroll	.98	De Witt	.99
Cass	.99	Douglas	.99
Champaign	.99	Du Page	1.03
Christian	.99	Edgar	.99
Clark	.99	Edwards	.98

ILLINOIS—Continued

County	Rate per bushel	County	Rate per bushel
Effingham	$0.99	Massac	$0.99
Fayette	.99	Menard	.99
Ford	.99	Mercer	.96
Franklin	.99	Monroe	1.01
Fulton	.99	Montgomery	1.01
Gallatin	.95	Morgan	.99
Greene	1.02	Moultrie	.99
Grundy	1.01	Ogle	.99
Hamilton	.99	Peoria	.98
Hancock	.96	Perry	.99
Hardin	.92	Piatt	.99
Henderson	.96	Pike	.99
Henry	.97	Pope	.95
Iroquois	.99	Pulaski	.99
Jackson	.99	Putnam	.98
Jasper	.98	Randolph	.99
Jefferson	.99	Richland	.98
Jersey	1.02	Rock Island	.97
Jo Daviess	.97	Saint Clair	1.02
Johnson	.93	Saline	.95
Kane	1.02	Sangamon	.99
Kankakee	1.02	Schuyler	.99
Kendall	1.02	Scott	.99
Knox	.97	Shelby	.99
Lake	1.03	Stark	.98
La Salle	1.00	Stephenson	.98
Lawrence	.99	Tazewell	.99
Lee	.99	Union	.99
Livingston	.99	Vermilion	.99
Logan	.99	Wabash	.96
McDonough	.96	Warren	.97
McHenry	1.01	Washington	1.00
McLean	.99	Wayne	.98
Macon	.99	White	.96
Macoupin	1.02	Whiteside	.98
Madison	1.03	Will	1.03
Marion	.99	Williamson	.99
Marshall	.98	Winnebago	.98
Mason	.99	Woodford	.99

INDIANA

Adams	$0.94	Lawrence	$0.91
Allen	.94	Madison	.94
Bartholomew	.90	Marion	.93
Benton	.96	Marshall	.96
Blackford	.95	Martin	.90
Boone	.93	Miami	.96
Brown	.90	Monroe	.91
Carroll	.96	Montgomery	.95
Cass	.97	Morgan	.91
Clark	.88	Newton	.98
Clay	.93	Noble	.94
Clinton	.95	Ohio	.88
Crawford	.88	Orange	.88
Daviess	.91	Owen	.91
Dearborn	.93	Parke	.94
Decatur	.92	Perry	.84
De Kalb	.94	Pike	.90
Delaware	.94	Porter	1.00
Dubois	.88	Posey	.91
Elkhart	.96	Pulaski	.98
Fayette	.94	Putnam	.93
Floyd	.88	Randolph	.94
Fountain	.94	Ripley	.91
Franklin	.95	Rush	.94
Fulton	.96	Saint Joseph	.96
Gibson	.91	Scott	.88
Grant	.95	Shelby	.91
Greene	.91	Spencer	.84
Hamilton	.93	Starke	.97
Hancock	.94	Steuben	.94
Harrison	.88	Sullivan	.91
Hendricks	.93	Switzerland	.85
Henry	.94	Tippecanoe	.96
Howard	.96	Tipton	.95
Huntington	.94	Union	.94
Jackson	.90	Vanderburgh	.91
Jasper	1.00	Vermillion	.95
Jay	.94	Vigo	.94
Jefferson	.88	Wabash	.96
Jennings	.90	Warren	.96
Johnson	.91	Warrick	.87
Knox	.91	Washington	.88
Kosciusko	.95	Wayne	.94
Lagrange	.94	Wells	.94
Lake	1.01	White	.99
La Porte	.98	Whitley	.95

IOWA

County	Rate per bushel	County	Rate per bushel
Adair	$0.92	Jefferson	$0.93
Adams	.93	Johnson	.94
Allamakee	.92	Jones	.95
Appanoose	.94	Keokuk	.92
Audubon	.94	Kossuth	.88
Benton	.93	Lee	.96
Black Hawk	.91	Linn	.94
Boone	.90	Louisa	.94
Bremer	.91	Lucas	.91
Buchanan	.92	Lyon	.89
Buena Vista	.89	Madison	.90
Butler	.89	Mahaska	.92
Calhoun	.91	Marion	.91
Carroll	.93	Marshall	.91
Cass	.93	Mills	.95
Cedar	.95	Mitchell	.90
Cerro Gordo	.89	Monona	.94
Cherokee	.90	Monroe	.93
Chickasaw	.90	Montgomery	.95
Clarke	.90	Muscatine	.95
Clay	.89	O'Brien	.90
Clayton	.93	Osceola	.89
Clinton	.96	Page	.94
Crawford	.94	Palo Alto	.88
Dallas	.90	Plymouth	.91
Davis	.94	Pocahontas	.89
Decatur	.90	Polk	.90
Delaware	.93	Pottawattamie	.95
Des Moines	.96	Poweshiek	.91
Dickinson	.88	Ringgold	.89
Dubuque	.94	Sac	.91
Emmet	.90	Scott	.96
Fayette	.92	Shelby	.95
Floyd	.89	Sioux	.91
Franklin	.89	Story	.90
Fremont	.95	Tama	.92
Greene	.91	Taylor	.92
Grundy	.91	Union	.91
Guthrie	.92	Van Buren	.94
Hamilton	.89	Wapello	.93
Hancock	.89	Warren	.90
Hardin	.90	Washington	.93
Harrison	.95	Wayne	.92
Henry	.94	Webster	.90
Howard	.90	Winnebago	.90
Humboldt	.88	Winneshiek	.91
Ida	.91	Woodbury	.92
Iowa	.92	Worth	.90
Jackson	.96	Wright	.88
Jasper	.90		

KANSAS

Allen	$0.94	Greenwood	$0.93
Anderson	.96	Hamilton	.84
Atchison	.98	Harper	.89
Barber	.88	Harvey	.90
Barton	.88	Haskell	.84
Bourbon	.96	Hodgeman	.87
Brown	.96	Jackson	.96
Butler	.90	Jefferson	.98
Chase	.92	Jewell	.90
Chautauqua	.92	Johnson	.98
Cherokee	.94	Kearny	.84
Cheyenne	.84	Kingman	.90
Clark	.85	Kiowa	.88
Clay	.91	Labette	.94
Cloud	.91	Lane	.85
Coffey	.95	Leavenworth	.98
Comanche	.86	Lincoln	.90
Cowley	.90	Linn	.96
Crawford	.95	Logan	.84
Decatur	.86	Lyon	.94
Dickinson	.90	McPherson	.90
Doniphan	.95	Marion	.90
Douglas	.98	Marshall	.94
Edwards	.88	Meade	.84
Elk	.92	Miami	.98
Ellis	.88	Mitchell	.90
Ellsworth	.89	Montgomery	.94
Finney	.84	Morris	.92
Ford	.87	Morton	.81
Franklin	.98	Nemaha	.94
Geary	.92	Neosho	.94
Gove	.85	Ness	.87
Graham	.88	Norton	.88
Grant	.84	Osage	.95
Gray	.85	Osborne	.89
Greeley	.84	Ottawa	.90

KANSAS—Continued

County	Rate per bushel	County	Rate per bushel
Pawnee	$0.88	Sheridan	$0.85
Phillips	.88	Sherman	.84
Pottawatomie	.94	Smith	.89
Pratt	.88	Stafford	.88
Rawlins	.84	Stanton	.82
Reno	.89	Stevens	.83
Republic	.91	Sumner	.90
Rice	.89	Thomas	.84
Riley	.94	Trego	.88
Rooks	.88	Wabaunsee	.94
Rush	.88	Wallace	.84
Russell	.88	Washington	.92
Saline	.90	Wichita	.84
Scott	.84	Wilson	.94
Sedgwick	.90	Woodson	.94
Seward	.83	Wyandotte	.98
Shawnee	.96		

KENTUCKY

All counties $1.03

LOUISIANA

All counties $0.94

MARYLAND

All counties $1.03

MAINE

All counties $1.03

MASSACHUSETTS

All counties $1.03

MICHIGAN

County	Rate per bushel	County	Rate per bushel
Alcona	$0.84	Keweenaw	$0.81
Alger	.85	Lake	.88
Allegan	.92	Lapeer	.94
Alpena	.84	Leelanau	.83
Antrim	.82	Lenawee	.96
Arenac	.85	Livingston	.94
Baraga	.84	Luce	.81
Barry	.92	Mackinac	.81
Bay	.89	Macomb	.97
Benzie	.90	Manistee	.86
Berrien	.96	Marquette	.85
Branch	.93	Mason	.88
Calhoun	.93	Mecosta	.88
Cass	.96	Menominee	.89
Charlevoix	.82	Midland	.90
Cheboygan	.83	Missaukee	.86
Chippewa	.81	Monroe	.97
Clare	.90	Montcalm	.89
Clinton	.91	Montmorency	.83
Crawford	.85	Muskegon	.89
Delta	.86	Newaygo	.88
Dickinson	.87	Oakland	.95
Eaton	.92	Oceana	.88
Emmet	.82	Ogemaw	.87
Genesee	.94	Ontonagon	.84
Gladwin	.87	Osceola	.87
Gogebic	.87	Oscoda	.87
Grand Traverse	.84	Otsego	.83
Gratiot	.91	Ottawa	.92
Hillsdale	.94	Presque Isle	.83
Houghton	.81	Roscommon	.85
Huron	.91	Saginaw	.91
Ingham	.92	Saint Clair	.96
Ionia	.91	Saint Joseph	.95
Iosco	.85	Sanilac	.94
Iron	.85	Schoolcraft	.81
Isabella	.89	Shiawassee	.92
Jackson	.92	Tuscola	.93
Kalamazoo	.95	Van Buren	.94
Kalkaska	.84	Washtenaw	.96
Kent	.91	Wayne	.96
		Wexford	.87

MINNESOTA

County	Rate per bushel	County	Rate per bushel
Aitkin	$0.94	Cass	$0.92
Anoka	.94	Chippewa	.91
Becker	.88	Chisago	.94
Beltrami	.88	Clay	.88
Benton	.93	Clearwater	.88
Big Stone	.89	Cottonwood	.91
Blue Earth	.93	Crow Wing	.92
Brown	.93	Dakota	.94
Carlton	.95	Dodge	.93
Carver	.94	Douglas	.91
Faribault	$0.90	Otter Tail	$0.90
Fillmore	.89	Pennington	.85
Freeborn	.92	Pine	.93
Goodhue	.94	Pipestone	.89
Grant	.90	Polk	.86
Hennepin	.94	Pope	.91
Houston	.89	Ramsey	.94
Hubbard	.89	Red lake	.87
Isanti	.94	Redwood	.92
Itasca	.93	Renville	.93
Jackson	.89	Rice	.94
Kanabec	.93	Rock	.88
Kandiyohi	.94	Roseau	.85
Kittson	.83	Saint Louis	.93
Koochiching	.85	Scott	.94
Lac Qui Parle	.89	Sherburne	.94
Lake of the Woods	.86	Sibley	.94
Le Sueur	.94	Stearns	.93
Lincoln	.89	Steele	.93
Lyon	.90	Stevens	.91
McLeod	.94	Swift	.91
Mahnomen	.87	Todd	.92
Marshall	.85	Traverse	.89
Martin	.90	Wabasha	.93
Meeker	.94	Wadena	.91
Mille Lacs	.94	Waseca	.93
Morrison	.92	Washington	.94
Mower	.91	Watonwan	.91
Murray	.89	Wilkin	.88
Nicollet	.94	Winona	.93
Nobles	.88	Wright	.94
Norman	.87	Yellow Medicine	.91
Olmsted	.92		

MISSISSIPPI

All counties $1.03

MISSOURI

County	Rate per bushel	County	Rate per bushel
Adair	$0.96	Iron	$0.99
Andrew	.97	Jackson	.98
Atchison	.94	Jasper	.94
Audrain	.98	Jefferson	1.03
Barry	.92	Johnson	.97
Barton	.94	Knox	.96
Bates	.97	Laclede	.95
Benton	.95	Lafayette	.97
Bollinger	.98	Lawrence	.92
Boone	.98	Lewis	.98
Buchanan	.97	Lincoln	1.03
Butler	.96	Linn	.95
Caldwell	.97	Livingston	.96
Callaway	.98	McDonald	.92
Camden	.95	Macon	.96
Cape Girardeau	.97	Madison	.99
Carroll	.96	Maries	.99
Carter	.87	Marion	.98
Cass	.98	Mercer	.93
Cedar	.96	Miller	.96
Chariton	.95	Mississippi	.94
Christian	.92	Moniteau	.96
Clark	.97	Monroe	.97
Clay	.98	Montgomery	1.00
Clinton	.97	Morgan	.95
Cole	.97	New Madrid	.95
Cooper	.96	Newton	.92
Crawford	1.00	Nodaway	.94
Dade	.94	Oregon	.87
Dallas	.92	Osage	.98
Daviess	.96	Ozark	.88
De Kalb	.97	Pemiscot	.94
Dent	.97	Perry	.99
Douglas	.89	Pettis	.95
Dunklin	.94	Phelps	.98
Franklin	1.02	Pike	.99
Gasconade	1.00	Platte	.98
Gentry	.95	Polk	.94
Greene	.92	Pulaski	.96
Grundy	.95	Putnam	.93
Harrison	.94	Ralls	.98
Henry	.97	Randolph	.97
Hickory	.94	Ray	.97
Holt	.95	Reynolds	.95
Howard	.97	Ripley	.95
Howell	.87	St. Charles	1.04
		St. Clair	.96
St. Francois	$1.00	Sullivan	$0.93
Ste. Genevieve	1.01	Taney	.90
St. Louis	1.04	Texas	.89
Saline	.96	Vernon	.96
Schuyler	.95	Warren	1.03
Scotland	.96	Washington	1.01
Scott	.96	Wayne	.97
Shannon	.87	Webster	.93
Shelby	.97	Worth	.94
Stoddard	.96	Wright	.89
Stone	.91		

MONTANA

County	Rate per bushel	County	Rate per bushel
Beaverhead	$0.77	Madison	$0.73
Big Horn	.62	Meagher	.73
Blaine	.71	Mineral	.79
Broadwater	.73	Missoula	.79
Carbon	.70	Musselshell	.72
Carter	.70	Park	.73
Cascade	.73	Petroleum	.73
Chouteau	.73	Phillips	.67
Custer	.68	Pondera	.73
Daniels	.67	Powder River	.67
Dawson	.69	Powell	.73
Deer Lodge	.73	Prairie	.69
Fallon	.70	Ravalli	.74
Fergus	.73	Richland	.70
Flathead	.78	Roosevelt	.70
Gallatin	.73	Rosebud	.65
Garfield	.68	Sanders	.79
Glacier	.74	Sheridan	.69
Golden Valley	.72	Silver Bow	.73
Granite	.74	Stillwater	.72
Hill	.73	Sweet Grass	.73
Jefferson	.73	Teton	.73
Judith Basin	.73	Toole	.73
Lake	.78	Treasure	.67
Lewis and Clark	.73	Valley	.66
Liberty	.73	Wheatland	.73
Lincoln	.80	Wibaux	.71
McCone	.69	Yellowstone	.72

NEBRASKA

County	Rate per bushel	County	Rate per bushel
Adams	$0.90	Hitchcock	$0.84
Antelope	.90	Holt	.83
Arthur	.82	Hooker	.82
Banner	.77	Howard	.90
Blaine	.85	Jefferson	.93
Boone	.91	Johnson	.94
Box Butte	.80	Kearney	.89
Boyd	.87	Keith	.82
Brown	.85	Keya Paha	.85
Buffalo	.89	Kimball	.79
Burt	.95	Knox	.88
Butler	.94	Lancaster	.95
Cass	.95	Lincoln	.84
Cedar	.89	Logan	.85
Chase	.82	Loup	.88
Cherry	.82	McPherson	.84
Cheyenne	.79	Madison	.91
Clay	.91	Merrick	.92
Colfax	.94	Morrill	.79
Cuming	.94	Nance	.92
Custer	.87	Nemaha	.93
Dakota	.92	Nuckolls	.91
Dawes	.78	Otoe	.95
Dawson	.87	Pawnee	.94
Deuel	.81	Perkins	.82
Dixon	.91	Phelps	.88
Dodge	.95	Pierce	.91
Douglas	.95	Platte	.93
Dundy	.82	Polk	.93
Fillmore	.92	Red Willow	.86
Franklin	.88	Richardson	.94
Frontier	.86	Rock	.85
Furnas	.88	Saline	.93
Gage	.93	Sarpy	.95
Garden	.80	Saunders	.95
Garfield	.88	Scotts Bluff	.77
Gosper	.88	Seward	.94
Grant	.81	Sheridan	.79
Greely	.90	Sherman	.89
Hall	.90	Sioux	.76
Hamilton	.91	Stanton	.92
Harlan	.88	Thayer	.92
Hayes	.82	Thomas	.84

NEBRASKA—Continued

County	Rate per bushel	County	Rate per bushel
Thurston	$0.93	Webster	$0.89
Valley	.88	Wheeler	.91
Washington	.95	York	.92
Wayne	.90		

NEVADA

All counties $0.84

NEW HAMPSHIRE

All counties $1.03

NEW JERSEY

All counties $1.03

NEW MEXICO

All counties $0.79

NEW YORK

All counties $1.04

NORTH CAROLINA

All counties $1.07

NORTH DAKOTA

County	Rate per bushel	County	Rate per bushel
Adams	$0.75	McLean	$0.78
Barnes	.85	Mercer	.76
Benson	.81	Morton	.78
Billings	.75	Mountrail	.76
Bottineau	.77	Nelson	.83
Bowman	.74	Oliver	.77
Burke	.76	Pembina	.82
Burleigh	.80	Pierce	.80
Cass	.86	Ramsey	.82
Cavalier	.81	Ransom	.85
Dickey	.84	Renville	.76
Divide	.74	Richland	.87
Dunn	.75	Rolette	.79
Eddy	.82	Sargent	.86
Emmons	.79	Sheridan	.80
Foster	.83	Sioux	.77
Golden Valley	.72	Slope	.72
Grand Forks	.85	Stark	.76
Grant	.76	Steele	.85
Griggs	.85	Stutsman	.83
Hettinger	.76	Towner	.80
Kidder	.81	Traill	.85
La Moure	.83	Walsh	.83
Logan	.81	Ward	.77
McHenry	.79	Wells	.81
McIntosh	.81	Williams	.75
McKenzie	.72		

OHIO

County	Rate per bushel	County	Rate per bushel
Adams	$0.96	Highland	$0.96
Allen	.97	Hocking	.98
Ashland	.99	Holmes	.99
Ashtabula	1.02	Huron	.98
Athens	.98	Jackson	.96
Auglaize	.96	Jefferson	1.00
Belmont	.99	Knox	.98
Brown	.96	Lake	1.00
Butler	.96	Lawrence	.96
Carroll	.99	Licking	.98
Champaign	.96	Logan	.97
Clark	.96	Lorain	.99
Clermont	.96	Lucas	.97
Clinton	.96	Madison	.97
Columbiana	1.00	Mahoning	1.01
Coshocton	.99	Marion	.98
Crawford	.98	Medina	.99
Cuyahoga	.99	Meigs	.96
Darke	.96	Mercer	.96
Defiance	.96	Miami	.96
Delaware	.98	Monroe	.99
Erie	.98	Montgomery	.96
Fairfield	.98	Morgan	.99
Fayette	.96	Morrow	.98
Franklin	.98	Muskingum	.99
Fulton	.96	Noble	.99
Gallia	.96	Ottawa	.98
Geauga	1.02	Paulding	.96
Greene	.96	Perry	.98
Guernsey	.99	Pickaway	.97
Hamilton	.96	Pike	.96
Hancock	.98	Portage	.99
Hardin	.98	Preble	.96
Harrison	.99	Putnam	.97
Henry	.96	Richland	.99

OHIO—Continued

County	Rate per bushel	County	Rate per bushel
Ross	$0.97	Union	$0.98
Sandusky	.98	Van Wert	.96
Scioto	.96	Vinton	.98
Seneca	.98	Warren	.96
Shelby	.96	Washington	.99
Stark	.99	Wayne	.99
Summit	.99	Williams	.96
Trumbull	1.02	Wood	.98
Tuscarawas	.99	Wyandot	.98

OKLAHOMA

Adair	$0.87	Le Flore	$0.82
Alfalfa	.87	Lincoln	.83
Atoka	.79	Logan	.83
Beaver	.80	Love	.76
Beckham	.77	McClain	.78
Blaine	.80	McCurtain	.75
Bryan	.76	McIntosh	.86
Caddo	.79	Major	.82
Canadian	.80	Marshall	.77
Carter	.77	Mayes	.90
Cherokee	.88	Murray	.77
Choctaw	.76	Muskogee	.87
Cimarron	.79	Noble	.87
Cleveland	.79	Nowata	.92
Coal	.79	Okfuskee	.83
Comanche	.77	Oklahoma	.80
Cotton	.76	Okmulgee	.87
Craig	.92	Osage	.89
Creek	.87	Ottawa	.92
Custer	.78	Pawnee	.87
Delaware	.91	Payne	.83
Dewey	.79	Pittsburg	.82
Ellis	.79	Pontotoc	.80
Garfield	.86	Pottawatomie	.80
Garvin	.78	Pushmataha	.79
Grady	.79	Roger Mills	.77
Grant	.87	Rogers	.90
Greer	.76	Seminole	.81
Harmon	.75	Sequoyah	.86
Harper	.81	Stephens	.77
Haskell	.84	Texas	.80
Hughes	.83	Tillman	.75
Jackson	.76	Tulsa	.90
Jefferson	.76	Wagoner	.89
Johnston	.78	Washington	.92
Kay	.83	Washita	.78
Kingfisher	.82	Woods	.86
Kiowa	.77	Woodward	.81
Latimer	.83		

OREGON

Baker	$0.97	Lake	$0.81
Benton	1.05	Lane	1.03
Clackamas	1.09	Lincoln	1.00
Clatsop	1.05	Linn	1.06
Columbia	1.07	Malheur	.91
Coos	.96	Marion	1.09
Crook	1.07	Morrow	1.06
Curry	.95	Multnomah	1.11
Deschutes	1.07	Polk	1.08
Douglas	.98	Sherman	1.09
Gilliam	1.07	Tillamook	1.11
Grant	1.06	Umatilla	1.04
Harney	.87	Union	.99
Hood River	1.10	Wallowa	.97
Jackson	.92	Wasco	1.12
Jefferson	1.09	Washington	1.11
Josephine	.92	Wheeler	1.06
Klamath	1.00	Yamhill	1.09

PENNSYLVANIA

All counties $1.03

RHODE ISLAND

All counties $1.03

SOUTH CAROLINA

All counties $1.09

SOUTH DAKOTA

County	Rate per bushel	County	Rate per bushel
Aurora	$0.86	Brule	$0.85
Beadle	.86	Buffalo	.85
Bennett	.81	Butte	.73
Bon Homme	.89	Campbell	.80
Brookings	.88	Charles Mix	.87
Brown	.85	Clark	.87

SOUTH DAKOTA—Continued

County	Rate per bushel	County	Rate per bushel
Clay	$0.92	Lincoln	$0.90
Codington	.88	Lyman	.82
Corson	.78	McCook	.88
Custer	.76	McPherson	.83
Davidson	.87	Marshall	.86
Day	.86	Meade	.73
Deuel	.88	Mellette	.83
Dewey	.77	Miner	.87
Douglas	.87	Minnehaha	.89
Edmunds	.83	Moody	.88
Fall River	.76	Pennington	.73
Faulk	.84	Perkins	.76
Grant	.88	Potter	.81
Gregory	.87	Roberts	.87
Haakon	.76	Sanborn	.86
Hamlin	.88	Shannon	.79
Hand	.84	Spink	.86
Hanson	.88	Stanley	.80
Harding	.75	Sully	.80
Hughes	.81	Todd	.83
Hutchinson	.88	Tripp	.85
Hyde	.82	Turner	.89
Jackson	.77	Union	.92
Jerauld	.86	Walworth	.81
Jones	.79	Washabaugh	.77
Kingsbury	.87	Yankton	.90
Lake	.88	Ziebach	.75
Lawrence	.74		

TENNESSEE

All counties $1.04

TEXAS

County	Rate per bushel	County	Rate per bushel
Archer	$0.89	Hunt	$0.96
Armstrong	.88	Jack	.92
Bailey	.88	Johnson	.99
Baylor	.88	Jones	.89
Bosque	.98	Karnes	1.01
Bowie	.93	King	.88
Briscoe	.88	Knox	.88
Brown	.95	Lamb	.88
Callahan	.91	Lampasas	.99
Carson	.88	Limestone	1.02
Cass	.94	Lipscomb	.85
Castro	.88	Lubbock	.88
Childress	.88	Lynn	.88
Clay	.91	McCulloch	.94
Cochran	.88	McLennan	1.01
Collin	.97	Mason	.95
Collingsworth	.88	Mitchell	.88
Comanche	.95	Montague	.91
Concho	.92	Moore	.86
Coreyell	.99	Motley	.88
Cottle	.88	Nolan	.88
Dallam	.85	Ochiltree	.84
Dawson	.88	Oldham	.83
Deaf Smith	.88	Palo Pinto	.93
Denton	.97	Parker	.95
Dickens	.88	Parmer	.83
Donely	.88	Potter	.88
Eastland	.93	Randall	.83
Fanin	.93	Reeves	.79
Fisher	.88	Roberts	.87
Floyd	.88	Runnels	.91
Foard	.88	San Saba	.95
Gaines	.88	Scurry	.88
Gillespie	.96	Sherman	.85
Gray	.88	Smith	.93
Grayson	.93	Stonewall	.88
Hale	.88	Swisher	.88
Hall	.88	Tarrant	.98
Hamilton	.96	Taylor	.90
Hansford	.85	Terry	.88
Hardeman	.88	Wheeler	.88
Hartley	.86	Wichita	.90
Haskell	.88	Wilbarger	.88
Hemphill	.86	Wise	.93
Hockley	.88	Yoakum	.88
Hood	.95	Young	.92
Howard	.88		

UTAH

All counties $0.79

VERMONT

All counties $1.03

VIRGINIA

County	Rate per bushel
All counties	$1.03

WASHINGTON

County	Rate per bushel	County	Rate per bushel
Adams	$1.02	Lewis	$1.05
Asotin	.97	Lincoln	1.00
Benton	1.07	Mason	1.00
Chelan	1.05	Okanogan	1.02
Clallam	.89	Pacific	1.00
Clark	1.11	Pend Oreille	.88
Columbia	1.02	Pierce	1.10
Cowlitz	1.09	San Juan	1.07
Douglas	1.03	Skagit	1.07
Ferry	.83	Skamania	1.10
Franklin	1.04	Snohomish	1.07
Garfield	1.01	Spokane	.98
Grant	1.03	Stevens	.92
Grays Harbor	1.02	Thurston	1.06
Island	1.07	Wahkiakum	1.09
Jefferson	.99	Walla Walla	1.04
King	1.10	Whatcom	1.04
Kitsap	.99	Whitman	.98
Kittitas	1.10	Yakima	1.06
Klickitat	1.10		

WEST VIRGINIA

All counties	$1.03

WISCONSIN

County	Rate per bushel	County	Rate per bushel
Adams	$0.94	Marathon	$0.91
Ashland	.91	Marinette	.91
Barron	.92	Marquette	.94
Bayfield	.91	Milwaukee	1.03
Brown	.95	Monroe	.94
Buffalo	.92	Oconto	.93
Burnett	.94	Oneida	.90
Calumet	.96	Outagamie	.95
Chippewa	.91	Ozaukee	.98
Clark	.90	Pepin	.93
Columbia	.95	Pierce	.94
Crawford	.93	Polk	.94
Dane	.97	Portage	.93
Dodge	.97	Price	.89
Door	.91	Racine	1.03
Douglas	.95	Richland	.94
Dunn	.93	Rock	.99
Eau Claire	.92	Rusk	.91
Florence	.90	Saint Croix	.94
Fond Du Lac	.97	Sauk	.95
Forest	.90	Sawyer	.92
Grant	.94	Shawano	.93
Green	.97	Sheboygan	.97
Green Lake	.95	Taylor	.89
Iowa	.94	Trempealeau	.90
Iron	.89	Vernon	.93
Jackson	.92	Vilas	.87
Jefferson	.98	Walworth	.99
Juneau	.95	Washburn	.93
Kenosha	1.03	Washington	.98
Kewaunee	.92	Waukesha	.99
La Crosse	.92	Waupaca	.94
Lafayette	.95	Waushara	.95
Langlade	.92	Winnebago	.95
Lincoln	.90	Wood	.93
Manitowoc	.96		

WYOMING

All counties	$0.79

(c) *Discount for ergot.* Rye containing more than 3/10 of 1 percent ergot, but not more than 1 percent ergot shall be discounted as follows:

Ergot content (percent):	Discount (cents per bushel)
0.31 to 0.40	1
0.41 to 0.50	2
0.51 to 0.60	3
0.61 to 0.70	4
0.71 to 0.80	5
0.81 to 0.90	6
0.91 to 1.00	7

(Sec. 4, 62 Stat. 1070, as amended; 15 U.S.C. 714b. Interpret or apply sec. 5, 62 Stat. 1072, secs. 105, 401, 63 Stat. 1051, as amended, 15 U.S.C. 714c, 7 U.S.C. 1421, 1441)

Issued this 27th day of May 1959.

WALTER C. BERGER,
Executive Vice President,
Commodity Credit Corporation.

[F.R. Doc. 59-4595; Filed, June 1, 1959; 8:50 a.m.]

Title 39—POSTAL SERVICE

Chapter I—Post Office Department

PART 168—DIRECTORY OF INTERNATIONAL MAIL

Miscellaneous Amendments

Part 168, Director of International Mail as published in the FEDERAL REGISTER of March 20, 1959, at pages 2117-2195 as Federal Register Document 59-2388, is amended as follows:

§ 168.5 Amendment

I. In § 168.5 *Individual country regulations,* make the following changes:

A. In country "Argentina", as amended by Federal Register Document 59-4137, 24 F.R. 3991, under Parcel Post, make the following changes:

1. Strike out the third and fourth paragraphs of item "Observations" and insert in lieu thereof the following:

No person may receive more than one such parcel per year, and its value may not exceed $5. If that limit is exceeded, or if a parcel sent as a gift appears to be intended for commercial purposes, duty may be charged at penalty rates or the parcel may be detained by the customs authorities in Argentina.

2. Amend the item "Prohibitions" to read as follows:

Prohibitions. For the protection of animals or plants: Bees unless accompanied by an official sanitary certificate visaed by an Argentine consul.

Furs and skins of chinchillas and vicuñas.

For other reasons: Coins, banknotes, values payable to bearer, jewels, precious stones and other precious articles.

Used clothing unless accompanied by a legalized disinfection certificate as set forth in "Observations," and the wrapper is endorsed as prescribed.

New ready-made clothing and fabrics of all kinds, except articles of small value sent as gifts (see "Observations").

Radio and television receivers, phonographs and combinations.

Articles sent as gifts not complying with the requirements stated in "Observations."

B. Amend the country heading of "Australia (including Lord Howe Island, Norfolk Island, Thursday Island, and the Cocos (Keeling) Islands)" to read as follows: "Australia (including Lord Howe Island, Norfolk Island, Thursday Island, Cocos (Keeling) Islands, and Christmas Island)."

C. In country "Estonia", under Postal Union Mail, amend the item "Special delivery" to read as follows:

Special delivery. Yes. See § 168.3 for fees and other conditions.

D. In country "Great Britain and Northern Ireland (England, Scotland, Wales and Channel Islands, and Northern Ireland)", under Parcel Post, amend the seventh paragraph of the item "Prohibitions" to read as follows:

Cut and pressed tobacco, and tobacco mixed with other substances. However, cigarettes and pipe tobacco are admitted in gift parcels.

E. In country "Japan" under Parcel Post, amend the first paragraph of the item "Insurance" to read as follows:

Insurance. The following insurance fees and limits of indemnity apply:

Limit of indemnity:	Fee, cents
Not over $10	20
From $10.01 to $25	25
From $25.01 to $50	35
From $50.01 to $100	55
From $100.01 to $200	60
From $200.01 to $300	65
From $300.01 to $330	70

F. In country "Latvia", under Postal Union Mail, amend the item "Special delivery" to read as follows:

Special delivery. Yes. See § 168.3 for fees and other conditions.

G. In country "Lithuania", under Postal Union Mail, amend the item "Special delivery" to read as follows:

Special delivery. Yes. See § 168.3 for fees and other conditions.

H. In country "Turkey", under Parcel Post, make the following changes:

1. Amend the tabular information immediately following the item "Air parcel rates" to read as follows:

Weight limit: 44 pounds.
Sealing: Insured parcels must, and ordinary parcels may, be sealed.
Group shipments: Limited to 3 ordinary parcels.
Registration: No.
Insurance: Yes.
Postal forms required:
1 Form 2922.
2 Form 2966.
1 Form 2972.

2. Strike out the item "Indemnity. No provision" and insert in lieu thereof the following:

Insurance. The following insurance fees and limits of indemnity apply:

Limit of indemnity:	Fee, cents
Not over $10	20
From $10.01 to $25	25
From $25.01 to $50	35
From $50.01 to $100	55
From $100.01 to $165	60

Print on the wrapper near the "Insured" endorsement and number the amount for which the parcel is insured. This amount shall be shown in United States currency and in gold francs. The indication in United States currency shall be in figures and in letters spelled out in full, and the gold franc equivalent in figures only, as shown in the following example:

INSURED VALUE

$25.75 (U.S.)

TWENTY-FIVE DOLLARS AND SEVENTY-FIVE CENTS

77.25 GOLD FRANCS

The same indications shall also be shown in the appropriate space on the dispatch note (Form 2972).

See Part 123 of this chapter for method of converting United States currency into gold francs and for general information on insurance.

Parcels containing coins, bank notes, currency notes, securities payable to bearer, platinum, gold or silver (manufactured or unmanufactured), precious stones, jewels, or other precious articles, must be insured.

3. Amend the fifteenth paragraph of the item "Prohibitions" to read as follows:

Silver coins and all foreign coins (except gold coins and ancient coins for collection).

4. Amend the last paragraph of the item "Import restrictions" to read as follows:

The permission of the competent Turkish authorities is required for the importation of pharmaceutical specialities, except small quantities for medical or veterinary use or samples for physicians; also for remedies and equipment to be used in combating plant diseases.

I. In country "Union of Soviet Socialist Republics" under Postal Union Mail, amend the item "Special delivery" to read as follows:

Special delivery. Yes. See § 168.3 for fees and other conditions.

(R.S. 161, as amended, 396, as amended, 398, as amended; 5 U.S.C. 22, 369, 372)

[SEAL] HERBERT B. WARBURTON, *General Counsel.*

[F.R. Doc. 59-4568; Filed, June 1, 1959; 8:47 a.m.]

Title 41—PUBLIC CONTRACTS

Chapter I—Federal Procurement Regulations

MISCELLANEOUS AMENDMENTS

The following amendments are made to Chapter I, Title 41, of the Code of Federal Regulations:

PART 1–1—GENERAL

Subpart 1–1.2—Definition of Terms

Section 1–1.210 (Supplies) is revised to read as follows:

§ 1–1.210 [Reserved]

Subpart 1–1.3—General Policies

Paragraph (a) of § 1–1.307–1 (Applicability) is revised to read as follows:

(a) Purchase descriptions may be used in the procurement of supplies or services (excluding construction) only when the use of formal (including interim and other temporary) Government specifications and standards to describe such supplies or services is not required under applicable regulations. (See sections 1–1.305 and 1–1.306.) However, where the use of a formal specification or standard is required, use of supplementary descriptive information which is consistent with the specification or standard is permissible.

Subpart 1–1.6—Debarred and Ineligible Bidders

Paragraph (a) of § 1–1.606 (Agency procedure) is revised to read as follows:

(a) Establish internal procedures and methods for giving effect to this Subpart 1–1.6.

PART 1–12—LABOR

Subpart 1–12.6—Walsh-Healey Public Contracts Act

The introductory language of § 1–12.604 (Contract clause) is revised to read as follows:

The following clause shall be used as required by this Subpart 1–12.6:.

PART 1–16—PROCUREMENT FORMS

Subpart 1–16.1—Forms for Advertised Supply Contracts

Section 1–16.100 (Scope of subpart) is revised to read as follows:

§ 1–16.100 Scope of subpart.

This subpart prescribes forms for use in procuring supplies by formal advertising. Illustrations of these forms are contained in Subpart 1–16.9.

Subpart 1–16.4—Forms for Advertised Construction Contracts

1. Section 1–16.400 (Scope of subpart) is revised to read as follows:

§ 1–16.400 Scope of subpart.

This subpart prescribes forms for use in procuring construction by formal advertising. Illustrations of these forms are contained in Subpart 1–16.9.

2. Paragraph (a) of § 1–16.404–1 (Revision of Standard Form 23A) is revised to read as follows:

(a) Substitute the word "statements" for the word "affidavits" in line 9 of Clause 24 (Copeland (Anti-Kickback) Act—Nonrebate of Wages) in order to reflect the amendment of the Copeland Act which was effected by section 12 of Public Law 85–800;

Subpart 1–16.8—Miscellaneous forms

1. Section 1–16.800 (Scope of subpart) is revised to read as follows:

§ 1–16.800 Scope of subpart.

This subpart prescribes miscellaneous forms, other than procurement contract forms, for use in connection with the procurement of supplies and services. Illustrations of these forms are contained in Subpart 1–16.9.

2. Subparagraph (7) of § 1–16.801(a) (Bond forms) is revised to read as follows:

(7) Affidavit of Individual Surety (Standard Form 28, November 1950 edition).

A new Subpart 1–16.9, Illustrations of Forms, is added as follows:

Subpart 1–16.9—Illustrations of forms

Sec.

1–16.900 Scope of subpart.
1–16.901 Standard forms.
1–16.901–19 Standard Form 19: Invitation, Bid, and Award (Construction, Alteration and Repair).
1–16.901–19A Standard Form 19A: Labor Standards Provisions Applicable to Contracts in Excess of $2,000.
1–16.901–20 Standard Form 20: Invitation for Bids (Construction Contract).
1–16.901–21 Standard Form 21: Bid Form (Construction Contract).
1–16.901–22 Standard Form 22: Instructions to Bidders (Construction Contracts).
1–16.901–23 Standard Form 23: Construction Contract.
1–16.901–23A Standard Form 23A: General Provisions (Construction Contracts).
1–16.901–24 Standard Form 24: Bid Bond.
1–16.901–25 Standard Form 25: Performance Bond.
1–16.901–25A Standard Form 25A: Payment Bond.
1–16.901–26 Standard Form 26: Award (Supply Contract).
1–16.901–27 Standard Form 27: Performance Bond, Corporate Co-Surety Form.
1–16.901–27B Standard Form 27B: Continuation Sheet, Corporate Co-Surety Bond.
1–16.901–28 Standard Form 28: Affidavit of Individual Surety.
1–16.901–30 Standard Form 30: Invitation and Bid (Supply Contract).
1–16.901–31 Standard Form 31: Schedule (Supply Contract).
1–16.901–32 Standard Form 32: General Provisions (Supply Contract).
1–16.901–33 Standard Form 33: Invitation, Bid, and Award (Supply Contract).
1–16.901–34 Standard Form 34: Annual Bid Bond.
1–16.901–35 Standard Form 35: Annual Performance Bond.
1–16.901–36 Standard Form 36: Continuation Sheet (Supply Contract).

§ 1–16.900 Scope of subpart.

This subpart contains illustrations of forms used in procurement.

§ 1–16.901 Standard forms.

The standard forms are illustrated in this section to show their text, format, and arrangement and to provide a ready source of reference. The subsection numbers in this section correspond with the standard form numbers. Thus, in subsection 33 of this section 1–16.901 appears Standard Form 33. These forms may be inspected at General Services Administration regional offices and at most Government procurement activities, and, generally, are available for sale from the Superintendent of Documents, Government Printing Office, Washington 25, D.C.

§ 1–16.901–19 **Standard Form 19: Invitation, Bid, and Award (Construction, Alteration or Repair).**

(a) *Page 1 of Standard Form 19.*

STANDARD FORM 19
JANUARY 1959 EDITION
GEN. SERV. ADMIN.
FED. PROC. REG.
(41 CFR) 1-16.401

INVITATION, BID, AND AWARD
(Construction, Alteration or Repair)

REFERENCE
(Include in correspondence)

INVITATION FOR BIDS

ISSUING OFFICE

DATE ISSUED:

BID RECEIVING OFFICE

INFORMATION REGARDING BIDDING MATERIAL MAY BE OBTAINED FROM THE ISSUING OFFICE

SEALED BIDS in covering work described in specifications, schedules, drawings and conditions entitled and dated as follows:

will be received at the Bid Receiving Office until _____ (Time) _____ (Date) and then publicly opened.

Sealed envelopes containing bids shall be addressed to the Bid Receiving Office and shall be marked to show: Bidder's Name and Address; Reference ; Time and Date of Opening;

BID *(This Section to be completed by Bidder)*

→ DATE BID SUBMITTED:

The undersigned agrees, if this bid is accepted within calendar days after date of opening, to complete all work specified in strict accordance with the above-identified documents and the General Provisions on the reverse hereof, within calendar days after receipt of notice to proceed, for the following amount _____

_____

including all applicable Federal, State, and local taxes.

BIDDER REPRESENTS: *(Check appropriate boxes)*

1. That he ☐ is, ☐ is not, a small business concern. For this purpose, a small business concern is one that (a) is independently owned and operated, (b) is not dominant in its field of operation, and (c) with affiliates, had average annual receipts for the preceding three years of $5,000,000.00 or less. *(See Code of Federal Regulations, Title 13, Part 121, as amended, for additional information.)*
2. That he operates as an ☐ individual, ☐ partnership, ☐ corporation, incorporated in the State of _____

SPECIMEN

NAME AND ADDRESS OF BIDDER (Street, city, State, and ZIP; Type or print.)

SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS BID

→

TYPE OR PRINT SIGNER'S NAME AND TITLE

AWARD *(This Section for Government only)*

DATE OF AWARD:

The above Bid is accepted in the amount of $

☐ You are directed to proceed with the work upon receipt of this Award.

☐ Notice to proceed will be issued upon receipt of acceptable payment and performance bonds.

THE UNITED STATES OF AMERICA

BY _____ (Contracting Officer)

_____ (Title)

(b) *Page 2 of Standard Form 19.*

GENERAL PROVISIONS

1. CHANGES AND CHANGED CONDITIONS.—
(a) The Contracting Officer may, in writing, order changes in the drawings and specifications within the general scope of the contract. *(b)* The Contractor shall, before proceeding further, notify the Contracting Officer in writing of subsurface or latent conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site.
(c) If changes under *(a)* or conditions under *(b)* increase or decrease the cost of, or time required for, performing the work, upon assertion of a claim by the Contractor before final settlement of the contract, a written equitable adjustment shall be made; except that no adjustment under *(b)* shall be made unless the notice required therein was given or unless the Contracting Officer determines the facts justify its waiver. If the adjustment cannot be agreed upon, the dispute shall be decided pursuant to Clause 3.

2. TERMINATION FOR DEFAULT—DAMAGES FOR DELAY—TIME EXTENSIONS.—
(a) If the Contractor does not prosecute the work so as to insure completion, or fails to complete it, within the time specified, the Government may, by written notice to the Contractor, terminate his right to proceed. Thereafter, the Government may have the work completed and the Contractor shall be liable for any resulting excess cost to the Government. If the Government does not terminate the Contractor's right to proceed, he shall continue the work and shall be liable to the Government for any actual damages occasioned by such delay unless liquidated damages are stipulated.
(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with actual or liquidated damages under *(a)* above because of any delays in completion of the work due to causes other than normal weather, beyond his control and without his fault or negligence, including but not restricted to, acts of God, acts of the public enemy, acts of the Government (in either its sovereign or contractual capacity), acts of another contractor in the performance of a contract with the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of subcontractors or suppliers due to causes beyond their control and without their fault or negligence: *Provided*, That the Contractor shall within 10 days from the beginning of any such delay, unless the Contracting Officer shall grant a further period of time prior to the date of final settlement of the contract, notify the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when in his judgment the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties hereto, subject only to appeal as provided in Clause 3 hereof.

3. DISPUTES.—
Any dispute concerning a question of fact arising under this contract, not disposed of by agreement, shall be decided by the Contracting Officer, who shall reduce his decision to writing and furnish a signed copy to the Contractor. Such decision shall be final and conclusive unless, within 30 days from the date of receipt thereof, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal, addressed to the head of the Federal agency. The Contractor shall be afforded an opportunity to be heard and to offer evidence. The decision of the head of the Federal agency or his authorized representative, shall be final and conclusive unless fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

4. RESPONSIBILITY OF CONTRACTOR.—
At his own expense the Contractor shall: *(a)* obtain all required licenses and permits; *(b)* provide competent superintendence; *(c)* take precautions necessary to protect persons or property against injury or damage and be responsible for any such injury or damage that occurs as a result of his fault or negligence; *(d)* perform the work without unnecessarily interfering with other contractors' work or Government activities; *(e)* be responsible for all damage to work performed and materials delivered (including Government-furnished items), until completion and final acceptance.

5. MATERIALS AND WORKMANSHIP.—
The work shall be under the general direction and subject to the inspection of the Contracting Officer or his duly authorized representative who may require the Contractor to correct defective workmanship and materials without cost to the Government.

6. PAYMENTS.—
Progress payments equal to 90 percent of the value of work performed may be made monthly on estimates approved by the Contracting Officer. Upon payment therefor, title to the property shall vest in the Government. The Contractor will notify the Government when all work is complete. Final payment will be made after final acceptance.

7. OFFICIALS NOT TO BENEFIT.—
No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

8. BUY AMERICAN ACT.—
The Contractor, subcontractors, material men, and suppliers must comply with the Buy American Act of March 3, 1933 (41 U.S.C. 10a–10d) and Executive Order 10582 of December 17, 1954 (19 Fed. Reg. 8723). (In substance the above require use of domestic materials except as otherwise authorized by the Act and Executive Order.)

9. NONDISCRIMINATION IN EMPLOYMENT.—
(a) In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision 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 hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of the nondiscrimination clause.
(b) The Contractor further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

10. LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS NOT IN EXCESS OF $2,000.
(a) Eight-Hour Laws—Overtime Compensation.—The Eight-Hour Laws (40 U.S.C. 321–326) are applicable to this contract. (In substance they provide that laborers and mechanics employed by the Contractor or his subcontractors shall be paid not less than time and a half for work in excess of 8 hours a day. Violations are punishable as prescribed in 40 U.S.C. 322–324.)
(b) Nonrebate of Wages.—The Regulations issued by the Secretary of Labor (29 CFR, Part 3) pursuant to the Anti-Kickback Act, as amended (40 U.S.C. 276 (c), 18 U.S.C. 874), are applicable to this contract. (In substance they provide that no deductions may be made from wages except those required by law or permitted by the Regulations, that contractors and subcontractors shall preserve for 3 years after completion of the work payrolls which contain for each employee, his name, address, correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid, and shall submit weekly a statement of compliance, the form of which is stated in the Regulations.)

(c) Subcontracts—Termination.—The Contractor agrees to insert paragraphs *(a)* and *(b)* immediately above in all subcontracts. The term "Contractor" as used in such paragraphs in any subcontract shall be deemed to refer to the subcontractor. Breach of the requirements of this Clause 10 may be grounds for the termination of this contract.

11. CONVICT LABOR.—
In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor.

§ 1–16.901–19A Standard Form 19A: Labor Standards Provisions Applicable to Contracts in Excess of $2,000.

STANDARD FORM 19A
JANUARY 1959 EDITION
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.401

LABOR STANDARDS PROVISIONS

APPLICABLE TO CONTRACTS IN EXCESS OF $2,000

1. DAVIS-BACON ACT (40 U.S.C. 276a–a(7))

(a) All mechanics and laborers employed or working directly upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Copeland Act (Anti-Kickback) Regulations (29 CFR, Part 3)) the full amounts due at time of payment, computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and such laborers and mechanics; and a copy of the wage determination decision shall be kept posted by the Contractor at the site of the work in a prominent place where it can be easily seen by the workers.

(b) In the event it is found by the Contracting Officer that any laborer or mechanic employed by the Contractor or any subcontractor directly on the site of the work covered by this contract has been or is being paid at a rate of wages less than the rate of wages required by paragraph (a) of this clause, the Contracting Officer may (1) by written notice to the Government Prime Contractor terminate his right to proceed with the work, or such part of the work as to which there has been a failure to pay said required wages, and (2) prosecute the work to completion by contract or otherwise, whereupon such Contractor and his sureties shall be liable to the Government for any excess costs occasioned the Government thereby.

(c) Paragraphs (a) and (b) of this clause shall apply to this contract to the extent that it is (1) a prime contract with the Government subject to the Davis-Bacon Act or (2) a subcontract under such prime contract.

2. EIGHT-HOUR LAWS—OVERTIME COMPENSATION

No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the Contractor or any subcontractor contracting for any part of said work contemplated, shall be required or permitted to work more than eight hours in any one calendar day upon such work, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this clause. The wages of every laborer and mechanic employed by the Contractor or any subcontractor engaged in the performance of this contract shall be computed on a basic day rate of eight hours per day and work in excess of eight hours per day is permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. For each violation of the requirements of this clause a penalty of five dollars shall be imposed for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than eight hours upon said work without receiving compensation computed in accordance with this clause, and all penalties thus imposed shall be withheld for the use and benefit of the Government: *Provided*, That this stipulation shall be subject in all respects to the exceptions and provisions of the Eight-Hour Laws as set forth in 40 U.S.C. 321, 324, 325, 325a, and 326, which relate to hours of labor and compensation for overtime.

3. APPRENTICES

Apprentices will be permitted to work only under a bona fide apprenticeship program registered with a State Apprenticeship Council which is recognized by the Federal Committee on Apprenticeship, U.S. Department of Labor; or if no such recognized Council exists in a State, under a program registered with the Bureau of Apprenticeship, U.S. Department of Labor.

4. PAYROLL RECORDS AND PAYROLLS

(a) Payroll records will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records will contain the name and address of each such employee, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. The Contractor will make his employment records available for inspection by authorized representatives of the Contracting Officer and the U.S. Department of Labor, and will permit such representatives to interview employees during working hours on the job.

(b) A certified copy of all payrolls will be submitted weekly to the Contracting Officer. The Government Prime Contractor will be responsible for the submission of certified copies of the payrolls of all subcontractors. The certification will affirm that the payrolls are correct and complete, that the wage rates contained therein are not less than the applicable rates contained in the wage determination decision of the Secretary of Labor attached to this contract, and that the classifications set forth for each laborer or mechanic conform with the work he performed.

5. COPELAND (ANTI-KICKBACK ACT)—NONREBATE OF WAGES

The regulations of the Secretary of Labor applicable to Contractors and subcontractors (29 CFR, Part 3), made pursuant to the Copeland Act, as amended (40 U.S.C. 276c) and to aid in the enforcement of the Anti-Kickback Act (18 U.S.C. 874) are made a part of this contract by reference. The Contractor will comply with these regulations and any amendments or modifications thereof and the Government Prime Contractor will be responsible for the submission of statements required of subcontractors thereunder. The foregoing shall apply except as the Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions.

6. WITHHOLDING OF FUNDS TO ASSURE WAGE PAYMENT

There may be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this contract. In the event of failure to pay any laborer or mechanic all or part of the wages required by this contract, the Contracting Officer may take such action as may be necessary to cause the suspension, until such violations have ceased, of any further payment, advance, or guarantee of funds to or for the Government Prime Contractor.

7. SUBCONTRACTS—TERMINATION

The Contractor agrees to insert Clauses 1 through 7 hereof in all subcontracts and further agrees that a breach of any of the requirements of these clauses may be grounds for termination of this contract. The term "Contractor" as used in such clauses in any subcontract shall be deemed to refer to the subcontractor except in the phrase "Government Prime Contractor."

U. S. GOVERNMENT PRINTING OFFICE 1959 O—493568

§ 1–16.901–20 Standard Form 20: Invitation for Bids (Construction Contract).

STANDARD FORM 20
MARCH 1953 EDITION
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.401

INVITATION FOR BIDS
(CONSTRUCTION CONTRACT)

REFERENCE

DATE

NAME AND LOCATION OF PROJECT

DEPARTMENT OR AGENCY

BY (*Issuing office*)

Sealed bids in for furnishing all labor, equipment, and materials and performing all work for the project described herein will be received until

in

and then publicly opened.

Information regarding bidding material, bid guarantee, and bonds

SPECIMEN

Description of work

Information regarding liquidated damages (if any), payments, etc., is attached or made a part of the specifications. Bids shall be submitted on the forms furnished or copies thereof.

U. S. GOVERNMENT PRINTING OFFICE 16—68475-2

§ 1–16.901–21 Standard Form 21: Bid Form (Construction Contract).

(a) *Page 1 of Standard Form 21.*

STANDARD FORM 21
JANUARY 1959 EDITION
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.401

BID FORM
(CONSTRUCTION CONTRACT)

REFERENCE

Read the Instructions to Bidders (Standard Form 22)
This form to be submitted in

DATE OF INVITATION

NAME AND LOCATION OF PROJECT

(Date)

TO:

In compliance with your invitation for bids of the above date, the undersigned hereby proposes to furnish all labor, equipment, and materials and perform all work for

at

in strict accordance with the specifications, schedules, drawings, and conditions for the consideration of the following amount(s)

SPECIMEN

and agrees that, upon written acceptance of this bid, mailed, or otherwise furnished, within calendar days (calendar days unless a shorter period be inserted by the bidder) after the date of opening of bids, he will within calendar days (unless a longer period is allowed) after receipt of the prescribed forms, execute Standard Form 23, Construction Contract, and give performance bond and payment bond on Government standard forms, if these forms are required, with good and sufficient surety or sureties.

(Continue on other side)

(b) *Page 2 of Standard Form 21.*

The undersigned agrees that if awarded the contract, he will commence the work after the date of receipt of notice to proceed, and that he will complete the work within calendar days after the date of receipt of notice to proceed.

The undersigned acknowledges receipt of the following addenda to the drawings and/or specifications (*Give number and date of each*):

The undersigned represents (*Check appropriate boxes*):

(1) That he ☐ is, ☐ is not, a small business concern. For this purpose, a small business concern is one that (a) is independently owned and operated, (b) is not dominant in its field of operation, and (c) with affiliates, had average annual receipts for the preceding three years of $5,000,000.00 or less. (See Code of Federal Regulations, Title 13, Part 121, as amended, for additional information.)

(2) (a) That he ☐ has, ☐ has not, employed or retained any company or person (*other than a full-time bona fide employee working solely for the bidder*) to solicit or secure this contract; and

(b) That he ☐ has, ☐ has not, paid or agreed to pay, any company or person (*other than a full-time bona fide employee working solely for the bidder*) any fee, commission, percentage or brokerage fee contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the Contracting Officer. (*For interpretation of this representation, including the term "bona fide employee," see Code of Federal Regulations, Title 41, Chapter I, Part 150.*)

(3) That he operates as an ☐ individual, ☐ partnership, ☐ corporation, incorporated in State of

Enclosed is bid guarantee, consisting of

in the amount of

SPECIMEN

NAME OF FIRM OR INDIVIDUAL (*Type or print*)	FULL NAME OF ALL PARTNERS (*Type or print*)
BUSINESS ADDRESS (*Type or print*)	
BY (*Signature in ink. Type or print name under signature*)	
TITLE (*Type or print*)	

DIRECTIONS FOR SUBMITTING BIDS

Envelopes containing bids, guarantee, etc., must be sealed, marked, and addressed as follows:

CAUTION: Do not include in the envelope any bids for other work. Bids should not be qualified by exceptions to the bidding conditions.

U.S. GOVERNMENT PRINTING OFFICE 1959 O-495544

§ 1–16.901–22 Standard Form 22: Instructions to Bidders (Construction Contracts).

(a) *Page 1 of Standard Form 22.*

STANDARD FORM 22
MARCH 1953 EDITION
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.401

INSTRUCTIONS TO BIDDERS

(CONSTRUCTION CONTRACTS)

(These instructions are not to be incorporated in the contract)

1. *Explanation to Bidders.* Any explanation desired by bidders regarding the meaning or interpretation of the drawings and specifications must be requested in writing and with sufficient time allowed for a reply to reach them before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any interpretation made will be in the form of an addendum to the specifications or drawings and will be furnished to all bidders and its receipt by the bidder shall be acknowledged.

2. *Conditions at Site of Work.* Bidders should visit the site to ascertain pertinent local conditions readily determined by inspection and inquiry, such as the location, accessibility and general character of the site, labor conditions, the character and extent of existing work within or adjacent thereto, and any other work being performed thereon.

3. *Bidder's Qualifications.* Before a bid is considered for award, the bidder may be requested by the Government to submit a statement of facts in detail as to his previous experience in performing similar or comparable work, and of his business and technical organization and financial resources and plant available and to be used in performing the contemplated work.

4. *Bid Guaranty.* Where security is required, failure to submit the same with the bid may be cause for rejection. The bidder, at his option, may furnish a bid bond, postal money order, certified check, or cashier's check, or may deposit, in accordance with Treasury Department regulations, bonds or notes of the United States (at par value) as security in the amount required: *Provided,* That where the total amount of the bid is $2,000 or less, the contracting agency may declare a bid bond unacceptable by so stating in the specifications or Invitation for Bids.

In case security is in the form of postal money order, certified check, cashier's check, or bonds or notes of the United States, the Government may make such disposition of the same as will accomplish the purpose for which submitted. Checks may be held uncollected at the bidder's risk. Checks, or the amounts thereof, and bonds or notes of the United States deposited by unsuccessful bidders will be returned as soon as practicable after the opening.

5. *Preparation of Bids.* (a) Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each such erasure or change must be initialed by the person signing the bid.

(b) The form of bid will provide for quotation of a price, or prices, for one or more items which may be lump sum bids, alternate prices, scheduled items resulting in a bid on a unit of construction or a combination thereof, etc. Where required on the bid form, bidders must quote on all items and *they are warned* that failure to do so may disqualify the bid. When quotations on all items are not required, bidders should insert the words "no bid" in the space provided for any item on which no quotation is made.

(c) Alternative bids will not be considered unless called for.

(d) Unless specifically called for, telegraphic bids will not be considered. Modification by telegraph of bids already submitted will be considered if received prior to the time fixed in the Invitation for Bids. Telegraphic modifications shall not reveal the amount of the original or revised bid.

6. *Submission of Bids.* Bids must be submitted as directed on the bid form.

7. *Receipt and Opening of Bids.* (a) Bids will be submitted prior to the time fixed in the Invitation for Bids. Bids received after the time so fixed are late bids; and the exact date and hour of mailing such bids, as shown by the cancellation stamp or by the stamp of an approved metering device will be recorded. Such late bids will be considered, *Provided,* They are received before the award has been made, *And provided further,* The failure to arrive on time was due solely to a delay in the mails for which the bidder was not responsible; otherwise late bids will not be con-

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(b) *Page 2 of Standard Form 22.*

sidered but will be held unopened until the time of award and then returned to the bidder, unless other disposition is requested or agreed to by the bidder.

(b) Subject to the provisions of paragraph 5(d) of these instructions, bids or bid modifications which were deposited for transmission by telegraph in time for receipt, by normal transmission procedure, prior to the time fixed in the Invitation for Bids and subsequently delayed by the telegraph company through no fault or neglect on the part of the bidder, will be considered if received prior to the award of the contract. The burden of proof of such abnormal delay will be upon the bidder and the decision as to whether or not the delay was so caused will rest with the officer awarding the contract.

(c) No responsibility will attach to any officer for the premature opening of, or the failure to open, a bid not properly addressed and identified.

8. *Withdrawals of Bids.* Bids may be withdrawn on written or telegraphic request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

9. *Bidders Present.* At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested, who may be present either in person or by representative.

10. *Bidders Interested in More than One Bid.* If more than one bid be offered by any one party, by or in the name of his or their clerk, partner, or other person, all such bids will be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work.

11. *Award of Contract.* (a) The contract will be awarded as soon as practicable to the lowest responsible bidder, price and other factors considered, provided his bid is reasonable and it is to the interest of the Government to accept it.

(b) The Government reserves the right to waive any informality in bids received when such waiver is in the interest of the Government. In case of error in the extension of prices, the unit price will govern.

(c) The Government further reserves the right to accept or reject any or all items of any bid, unless the bidder qualifies such bid by specific limitation; also to make an award to the bidder whose aggregate bid on any combination of bid items is low.

12. *Rejection of Bids.* The Government reserves the right to reject any and all bids when such rejection is in the interest of the Government; to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature; and to reject the bid of a bidder who is not, in the opinion of the Contracting Officer, in a position to perform the contract.

13. *Contract and Bonds.* The bidder to whom award is made shall, within the time established in the bid and when required, enter into a written contract with the Government and furnish performance and payment bonds on Government Standard Forms. The bonds shall be in the amounts indicated in the specifications or the Invitation for Bids.

U. S. GOVERNMENT PRINTING OFFICE 16—8630-1

§ 1–16.901–23 Standard Form 23: Construction Contract.

(a) *Page 1 of Standard Form 23.*

STANDARD FORM 23
MARCH 1953 EDITION
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.401

CONSTRUCTION CONTRACT
(See instructions on reverse)

CONTRACT NO.

DATE OF CONTRACT

NAME AND ADDRESS OF CONTRACTOR

CHECK APPROPRIATE BOX
- ☐ Individual
- ☐ Partnership
- ☐ Incorporated in the State of

DEPARTMENT OR AGENCY

CONTRACT FOR *(Work to be performed)*

PLACE

AMOUNT OF CONTRACT *(Express in words and figures)*

ADMINISTRATIVE DATA *(Optional)*

SPECIMEN

THIS CONTRACT, entered into this date by the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and the individual, partnership, or corporation named above, hereinafter called the Contractor, witnesseth that the parties hereto do mutually agree as follows:

Statement of Work. The Contractor shall furnish all labor, equipment, and materials and perform the work above described for the amount stated above in strict accordance with the General Provisions (Standard Form 23a), specifications, schedules, drawings, and conditions all of which are made a part hereof and designated as follows:

WORK SHALL BE STARTED	WORK SHALL BE COMPLETED

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(b) *Page 2 of Standard Form 23.*

Alterations. The following changes were made in this contract before it was signed by the parties hereto:

SPECIMEN

In witness whereof, the parties hereto have executed this contract as of the date entered on the first page hereof.

THE UNITED STATES OF AMERICA

By _____

_____ *(Official title)*

CONTRACTOR

_____ *(Name of Contractor)*

By _____ *(Signature)*

_____ *(Title)*

INSTRUCTIONS

1. This form shall be used, as required by GSA regulations, for contracts for the construction, alteration, or repair of public buildings or works.

2. The full name and business address of the Contractor must be inserted in the space provided on the face of the form. The Contractor shall sign in the space provided above with his usual signature and typewrite or print name under all signatures to the contract and bonds.

3. An officer of a corporation, a member of a partnership, or an agent signing for the Contractor shall place his signature and title after the word "By" under the name of the Contractor. A contract executed by an attorney or agent on behalf of the Contractor shall be accompanied by two authenticated copies of his power of attorney, or other evidence of his authority to act on behalf of the Contractor.

16—17412-3 U. S. GOVERNMENT PRINTING OFFICE

§ 1–16.901–23A Standard Form 23A: General Provisions (Construction Contracts).

(a) *Page 1 of Standard Form 23A.*

STANDARD FORM 23A
MARCH 1953 EDITION
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.401

GENERAL PROVISIONS
(CONSTRUCTION CONTRACTS)

1. DEFINITIONS

(a) The term "head of the department" as used herein shall mean the head or any assistant head of the executive department or independent establishment involved, and the term "his duly authorized representative" shall mean any person authorized to act for him other than the Contracting Officer.

(b) The term "Contracting Officer" as used herein, shall include his duly appointed successor or his authorized representative.

2. SPECIFICATIONS AND DRAWINGS

The Contractor shall keep on the work a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In any case of discrepancy either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without this determination shall be at his own risk and expense. The Contracting Officer shall furnish from time to time such detail drawings and other information as he may consider necessary, unless otherwise provided.

3. CHANGES

The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings and/or specifications of this contract and within the general scope thereof. If such changes cause an increase or decrease in the amount due under this contract, or in the time required for its performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Contractor of the notification of change: *Provided, however,* That the Contracting Officer, if he determines that the facts justify such action, may receive and consider, and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made the dispute shall be determined as provided in Clause 6 hereof. But nothing provided in this clause shall excuse the Contractor from proceeding with the prosecution of the work as changed. Except as otherwise herein provided, no charge for any extra work or material will be allowed.

4. CHANGED CONDITIONS

The Contractor shall promptly, and before such conditions are disturbed, notify the Contracting Officer in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract. The Contracting Officer shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or the time required for, performance of this contract, an equitable adjustment shall be made and the contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required; provided that the Contracting Officer may, if he determines the facts so justify, consider and adjust any such claim asserted before the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in Clause 6 hereof.

5. TERMINATION FOR DEFAULT—DAMAGES FOR DELAY—TIME EXTENSIONS

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time, the Government may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event the Government may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Government for any excess cost occasioned the Government thereby, and for liquidated damages for delay, as fixed in the specifications or accompanying papers, until such reasonable time as may be required for the final completion of the work, or if liquidated damages are not so fixed, any actual damages occasioned by such delay. If the Contractor's right to proceed is so terminated, the Government may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefor.

(b) If the Government does not terminate the right of the Contractor to proceed, as provided in paragraph (a) hereof, the Contractor shall continue the work, in which event he and his sureties shall be liable to the Government, in the amount set forth in the specifications or accompanying papers, for fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed or accepted, or if liquidated damages are not so fixed, any actual damages occasioned by such delay.

(c) The right of the Contractor to proceed shall not be terminated, as provided in paragraph (a) hereof, nor the Contractor charged with liquidated or actual damages, as provided in paragraph (b) hereof because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of subcontractors or suppliers due to such causes: *Provided,* That the Contractor shall within 10 days from the beginning of any such delay, unless the Contracting Officer shall grant a further period of time prior to the date of final settlement of the contract, notify the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when in his judgment the findings of fact justify such an extension, and his findings of fact thereon shall be final and conclusive on the parties hereto, subject only to appeal as provided in Clause 6 hereof.

6. DISPUTES

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. Within 30 days from the date of receipt of such copy, the Contractor may appeal by mailing or otherwise furnishing to the Contracting Officer a written appeal addressed to the head of the department, and the decision of the head of the department or his duly authorized representatives for the hearings of such appeals shall, unless determined by a court of competent jurisdiction to have been fraudulent, arbitrary, capricious, or so grossly erroneous as necessarily to imply bad faith, be final and conclusive: *Provided,* That, if no such appeal to the head

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(b) *Page 2 of Standard Form 23A.*

of the department is taken, the decision of the Contracting Officer shall be final and conclusive. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

7. PAYMENTS TO CONTRACTORS

(a) Unless otherwise provided in the specifications, partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable, or at more frequent intervals as determined by the Contracting Officer, on estimates made and approved by the Contracting Officer. In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.

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

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

(d) Upon completion and acceptance of all work required hereunder, the amount due the Contractor under this contract will be paid upon the presentation of a properly executed and duly certified voucher therefor, after the Contractor shall have furnished the Government with a release, if required, of all claims against the Government arising under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release in stated amounts to be set forth therein. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (41 U. S. C. 15), a release may also be required of the assignee at the option of the Contracting Officer.

8. MATERIALS AND WORKMANSHIP

Unless otherwise specifically provided for in the specifications, all equipment, materials, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade of their respective kinds for the purpose and all workmanship shall be first class. Where equipment, materials, or articles are referred to in the specifications as "equal to" any particular standard, the Contracting Officer shall decide the question of equality. The Contractor shall furnish to the Contracting Officer for his approval the name of the manufacturer of machinery, mechanical and other equipment which he contemplates incorporating in the work, together with their performance capacities and other pertinent information. When required by the specifications, or when called for by the Contracting Officer, the Contractor shall furnish the Contracting Officer for approval full information concerning the materials or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection. The Contracting Officer may in writing require the Contractor to remove from the work such employee as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed by the Contracting Officer to be contrary to the public interest.

9. INSPECTION

(a) Except as otherwise provided in paragraph (d) hereof all material and workmanship, if not otherwise designated by the specifications, shall be subject to inspection, examination, and test by the Contracting Officer at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction are carried on. The Government shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefor, and the Contractor shall promptly segregate and remove the rejected material from the premises. If the Contractor fails to proceed at once with the replacement of rejected material and/or the correction of defective workmanship the Government may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost thereof to the Contractor, or may terminate the right of the Contractor to proceed as provided in Clause 5 of this contract, the Contractor and surety being liable for any damage to the same extent as provided in said Clause 5 for terminations thereunder.

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

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

(d) Inspection of material and finished articles to be incorporated in the work at the site shall be made at the place of production, manufacture, or shipment, whenever the quantity justifies it, unless otherwise stated in the specifications; and such inspection and written or other formal acceptance, unless otherwise stated in the specifications, shall be final, except as regards latent defects, departures from specific requirements of the contract, damage or loss in transit, fraud, or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of material and workmanship for final acceptance as a whole or in part shall be made at the site. Nothing contained in this paragraph (d) shall in any way restrict the Government's rights under any warranty or guarantee.

10. SUPERINTENDENCE BY CONTRACTOR

The Contractor shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the Contracting Officer, on the work at all times during progress, with authority to act for him.

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(c) *Page 3 of Standard Form 23A.*

(c) *Page 3 of Standard Form 23A.*

11. PERMITS AND RESPONSIBILITY FOR WORK, ETC.

The Contractor shall, without additional expense to the Government, obtain all licenses and permits required for the prosecution of the work. He shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work. He shall also be responsible for all materials delivered and work performed until completion and final acceptance, except for any completed unit thereof which theretofore may have been finally accepted.

12. OTHER CONTRACTS

The Government may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and Government employees and carefully fit his own work to such additional work as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Government employees.

13. PATENT INDEMNITY

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents and employees against liability, including costs and expenses, for infringement upon any Letters Patent of the United States (except Letters Patent issued upon an application which is now or may hereafter be, for reasons of national security, ordered by the Government to be kept secret or otherwise withheld from issue) arising out of the performance of this contract or out of the use or disposal by or for the account of the Government of supplies furnished or construction work performed hereunder.

14. ADDITIONAL BOND SECURITY

If any surety upon any bond furnished in connection with this contract becomes unacceptable to the Government, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the Government, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Government and of persons supplying labor or materials in the prosecution of the work contemplated by this contract.

15. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

16. OFFICIALS NOT TO BENEFIT

No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

17. BUY AMERICAN ACT

The Contractor agrees that in the performance of the work under this contract the Contractor, subcontractors, material men and suppliers shall use only such unmanufactured articles, materials and supplies (which term "articles, materials and supplies" is hereinafter referred to in this clause as "Supplies") as have been mined or produced in the United States, and only such manufactured supplies as have been manufactured in the United States substantially all from supplies mined, produced, or manufactured, as the case may be, in the United States. Pursuant to the Buy American Act (41 U. S. C. 10a–d), the foregoing provisions shall not apply (i) with respect to supplies excepted by the head of the department from the application of that Act, (ii) with respect to supplies for use outside the United States, or (iii) with respect to the supplies to be used in the performance of work under this contract which are of a class or kind determined by the head of the department or his duly authorized representative not to be mined, produced, or manufactured, as the case may be, in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality, or (iv) with respect to such supplies, from which the supplies to be used in the performance of work under this contract are manufactured, as are of a class or kind determined by the head of the department or his duly authorized representative not to be mined, produced, or manufactured, as the case may be, in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality, provided that this exception (iv) shall not permit the use in the performance of work under this contract of supplies manufactured outside the United States if such supplies are manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.

18. CONVICT LABOR

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor.

19. NONDISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, or national origin; and further agrees to insert the foregoing provision in all subcontracts hereunder except subcontracts for standard commercial supplies or for raw materials.

20. DAVIS-BACON ACT (40 U. S. C. 276a–a(7))

(a) All mechanics and laborers employed or working directly upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Copeland Act (Anti-Kickback) Regulations (29 CFR, Part 3)) the full amounts due at time of payment, computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and such laborers and mechanics; and a copy of the wage determination decision shall be kept posted by the Contractor at the site of the work in a prominent place where it can be easily seen by the workers.

(b) In the event it is found by the Contracting Officer that any laborer or mechanic employed by the Contractor or any subcontractor directly on the site of the work covered by this contract has been or is being paid at a rate of wages less than the rate of wages required by paragraph (a) of this clause, the Contracting Officer may (1) by written notice to the Government Prime Contractor terminate his right to proceed with the work, or such part of the work as to which there has been a failure to pay said required wages, and (2) prosecute the work to completion by contract or otherwise, whereupon such Contractor and his sureties shall be liable to the Government for any excess costs occasioned the Government thereby.

(c) Paragraphs (a) and (b) of this clause shall apply to this contract to the extent that it is (1) a prime contract with the Government subject to the Davis-Bacon Act or (2) a subcontract under such prime contract.

21. EIGHT-HOUR LAWS—OVERTIME COMPENSATION

No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the Contractor

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(d) *Page 4 of Standard Form 23A.*

or any subcontractor contracting for any part of said work contemplated, shall be required or permitted to work more than eight hours in any one calendar day upon such work, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this clause. The wages of every laborer and mechanic employed by the Contractor or any subcontractor engaged in the performance of this contract shall be computed on a basic day rate of eight hours per day and work in excess of eight hours per day is permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. For each violation of the requirements of this clause a penalty of five dollars shall be imposed for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than eight hours upon said work without receiving compensation computed in accordance with this clause, and all penalties thus imposed shall be withheld for the use and benefit of the Government: *Provided,* That this stipulation shall be subject in all respects to the exceptions and provisions of the Eight-Hour Laws as set forth in 40 U. S. C. 321, 324, 325, 325a, and 326, which relate to hours of labor and compensation for overtime.

22. APPRENTICES

Apprentices will be permitted to work only under a bona fide apprenticeship program registered with a State Apprenticeship Council which is recognized by the Federal Committee on Apprenticeship, U. S. Department of Labor; or if no such recognized Council exists in a State, under a program registered with the Bureau of Apprenticeship, U. S. Department of Labor.

23. PAYROLL RECORDS AND PAYROLLS

(a) Payroll records will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records will contain the name and address of each such employee, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. The Contractor will make his employment records available for inspection by authorized representatives of the Contracting Officer and the U. S. Department of Labor, and will permit such representatives to interview employees during working hours on the job.

(b) A certified copy of all payrolls will be submitted weekly to the Contracting Officer. The Government Prime Contractor will be responsible for the submission of certified copies of the payrolls of all subcontractors. The certification will affirm that the payrolls are correct and complete, that the wage rates contained therein are not less than the applicable rates contained in the wage determination decision of the Secretary of Labor attached to this contract, and that the classifications set forth for each laborer or mechanic conform with the work he performed.

24. COPELAND (ANTI-KICKBACK) ACT—NONREBATE OF WAGES.

The regulations of the Secretary of Labor applicable to Contractors and subcontractors (29 CFR, Part 3), made pursuant to the Copeland Act, as amended (40 U. S. C. 276c) and to aid in the enforcement of the Anti-Kickback Act (18 U. S. C. 874) are made a part of this contract by reference. The Contractor will comply with these regulations and any amendments or modifications thereof and the Government Prime Contractor will be responsible for the submission of affidavits required of subcontractors thereunder. The foregoing shall apply except as the Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions.

25. WITHHOLDING OF FUNDS TO ASSURE WAGE PAYMENT

There may be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this contract. In the event of failure to pay any laborer or mechanic all or part of the wages required by this contract, the Contracting Officer may take such action as may be necessary to cause the suspension, until such violations have ceased, of any further payment, advance, or guarantee of funds to or for the Government Prime Contractor.

26. SUBCONTRACTS—TERMINATION

The Contractor agrees to insert Clauses 20 through 26 hereof in all subcontracts and further agrees that a breach of any of the requirements of these clauses may be grounds for termination of this contract. The term "Contractor" as used in such clauses in any subcontract shall be deemed to refer to the subcontractor except in the phrase "Government Prime Contractor."

U. S. GOVERNMENT PRINTING OFFICE 16—68473-1

§ 1–16.901–24 Standard Form 24: Bid Bond.

(a) *Page 1 of Standard Form 24.*

STANDARD FORM 24
NOVEMBER 1950 EDITION
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.801

BID BOND
(See Instructions on Reverse)

DATE BOND EXECUTED

PRINCIPAL

SURETY

PENAL SUM OF BOND *(express in words and figures)*

DATE OF BID

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the United States of America, hereinafter called the Government, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.
THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal has submitted the accompanying bid, dated as shown above, for

NOW THEREFORE, if the principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, execute such further contractual documents, if any, as may be required by the terms of the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of the resulting contract, and for the protection of all persons supplying labor and material in the prosecution of the work provided for in such contract, or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the Government the difference between the amount specified in said bid and the amount for which the Government may procure the required work, supplies, and services, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.
IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

WITNESS		INDIVIDUAL PRINCIPAL	
1.	as to		[SEAL]
2.	as to		[SEAL]
3.	as to		[SEAL]
4.	as to		[SEAL]
WITNESS		**INDIVIDUAL SURETY**	
1.	as to		[SEAL]
2.	as to		[SEAL]

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

STANDARD FORM 24
NOVEMBER 1950 EDITION

16—62910-1

SPECIMEN

(b) *Page 2 of Standard Form 24.*

The rate of premium on this bond is ..... per thousand.

Total amount of premium charged, $.....

(The above must be filled in by corporate surety)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, ..., certify that I am the ..... secretary of the corporation named as principal in the within bond; that .....

who signed the said bond on behalf of the principal, was then ..... of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

[CORPORATE SEAL]

INSTRUCTIONS

1. This form shall be used for construction work or the furnishing of supplies or services whenever a bid bond is required. There shall be no deviation from this form except as authorized by the General Services Administration.

2. The surety on the bond may be any corporation authorized by the Secretary of the Treasury to act as surety, or two responsible individual sureties. Where individual sureties are used, this bond must be accompanied by a completed Affidavit of Individual Surety for each individual surety (Standard Form 28).

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

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

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

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

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

SPECIMEN

U. S. GOVERNMENT PRINTING OFFICE: 1957 O - 423116 16—62910-3

§ 1–16.901–25 Standard Form 25: Performance Bond.

(a) *Page 1 of Standard Form 25.*

No. 107—3

STANDARD FORM 25
NOVEMBER 1950 EDITION
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1–16.801

PERFORMANCE BOND
(See Instructions on Reverse)

DATE BOND EXECUTED

PRINCIPAL

SURETY

PENAL SUM OF BOND (*express in words and figures*)	CONTRACT NO.	DATE OF CONTRACT

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Government, numbered and dated as shown above and hereto attached;

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

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

In Presence of:

WITNESS	INDIVIDUAL PRINCIPAL	
1.	as to	[SEAL]
2.	as to	[SEAL]
3.	as to	[SEAL]
4.	as to	[SEAL]

WITNESS	INDIVIDUAL SURETY	
1.	as to	[SEAL]
2.	as to	[SEAL]

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

STANDARD FORM 25
NOVEMBER 1950 EDITION

16—30441-2

SPECIMEN

(b) *Page 2 of Standard Form 25.*

The rate of premium on this bond is ..... per thousand.

Total amount of premium charged, $.....

(The above must be filled in by corporate surety)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, ..., certify that I am the ..... secretary of the corporation named as principal in the within bond; that .....,

who signed the said bond on behalf of the principal, was then ..... of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

..... [CORPORATE SEAL]

SPECIMEN

INSTRUCTIONS

1. This form shall be used for construction work or the furnishing of supplies or services, whenever a performance bond is required. There shall be no deviation from this form except as authorized by the General Services Administration.

2. The surety on the bond may be any corporation authorized by the Secretary of the Treasury to act as surety, or two responsible individual sureties. Where individual sureties are used, this bond must be accompanied by a completed Affidavit of Individual Surety for each individual surety (Standard Form 28).

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

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

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

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

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

U. S. GOVERNMENT PRINTING OFFICE: 1955—O-364530

16—30441-2

§ 1–16.901–25A Standard Form 25A: Payment Bond.

(a) *Page 1 of Standard Form 25A.*

STANDARD FORM 25A
NOVEMBER 1950 EDITION
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.801

PAYMENT BOND
(See Instructions on Reverse)

DATE BOND EXECUTED

PRINCIPAL

SURETY

PENAL SUM OF BOND *(express in words and figures)* | CONTRACT NO. | DATE OF CONTRACT

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Government, numbered and dated as shown above and hereto attached;

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

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

In Presence of:

WITNESS	INDIVIDUAL PRINCIPAL	
1.	as to	[SEAL]
2.	as to	[SEAL]
3.	as to	[SEAL]
4.	as to	[SEAL]

WITNESS	INDIVIDUAL SURETY	
1.	as to	[SEAL]
2.	as to	[SEAL]

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

SPECIMEN

STANDARD FORM 25A
NOVEMBER 1950 EDITION

16—49503-2

(b) *Page 2 of Standard Form 25A.*

The rate of premium on this bond is ..... per thousand.

Total amount of premium charged, $.....

(The above must be filled in by corporate surety)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, ..., certify that I am the ..... secretary of the corporation named as principal in the within bond; that .....,

who signed the said bond on behalf of the principal, was then ..... of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

..... [CORPORATE SEAL]

SPECIMEN

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, shall be used whenever a payment bond is required under the act of August 24, 1935, 49 Stat. 793, as amended (40 U. S. C. 270a–270e). It may also be used in any other case in which a payment bond is to be required. There shall be no deviation from this form except as authorized by the General Services Administration.

2. The surety on the bond may be any corporation authorized by the Secretary of the Treasury to act as surety, or two responsible individual sureties. Where individual sureties are used, this bond must be accompanied by a completed Affidavit of Individual Surety for each individual surety (Standard Form 28).

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

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

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

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

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

16—49503-2 U. S. GOVERNMENT PRINTING OFFICE: 1952—O-211250

§ 1–16.901–26 Standard Form 26: Award (Supply Contract).

STANDARD FORM 26
NOVEMBER 1949 EDITION
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

AWARD
(SUPPLY CONTRACT)

CONTRACT NO.	PAGE NO.	NUMBER OF PAGES OF AWARD
ORDER NO. (If any)	1	

DATE OF AWARD	INVITATION NO.
TO (Contractor and address)	ISSUED BY
INVOICE FOR PAYMENT SHOULD BE MAILED TO	PAYMENT WILL BE MADE BY

Your bid on the above numbered Invitation for Bids is hereby accepted as to the items enumerated below with the additions or changes made by you, which additions or changes are set forth in full below.

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY (Number of units)	UNIT	UNIT PRICE	AMOUNT
	SPECIMEN				
				TOTAL AMOUNT	

This Award consummates the contract, which consists of the following documents, including any Continuation Sheets thereto: (a) the Government's Invitation for Bids and your Bid, (b) the Schedule, (c) the General Provisions, and (d) the Government's Award. No further contractual document is necessary.

UNITED STATES OF AMERICA

BY _____

CONTRACTING OFFICER

Standard Form 26
Nov. 1949 Edition

U. S. GOVERNMENT PRINTING OFFICE 16—60680-1

§ 1–16.901–27 Standard Form 27: Performance Bond, Corporate Co-Surety Form.

(a) *Page 1 of Standard Form 27.*

STANDARD FORM 27
NOVEMBER 1950 EDITION
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.801

PERFORMANCE BOND
CORPORATE CO-SURETY FORM
(See Instructions on Last Page)

DATE BOND EXECUTED

PRINCIPAL

PENAL SUM OF BOND (express in words and figures)	CONTRACT NO.	DATE OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL above named, and the Corporations hereinafter designated as SURETY A to SURETY , inclusive, as SURETIES, are held and firmly bound unto the United States of America, hereinafter called the Government, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents: *Provided*, That we the sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each surety binds itself, jointly and severally with the principal, for the payment of such sum only as is set forth opposite its name in the following schedule:

SURETY	NAME AND STATE OF INCORPORATION	LIMIT OF LIABILITY
A	SPECIMEN	
B		
C		
D		
E		
F		
G		
H		
I		
J		
K		

STANDARD FORM 27
NOVEMBER 1950 EDITION

16—47532-2

(b) *Page 2 of Standard Form 27.*

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Government, numbered and dated as shown above and hereto attached;

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

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

In Presence of:

WITNESS	INDIVIDUAL PRINCIPAL
1.	as to ..... [SEAL]
2.	as to ..... [SEAL]
3.	as to ..... [SEAL]
4.	as to ..... [SEAL]

CORPORATE PRINCIPAL

BUSINESS ADDRESS

Attest:

BY

TITLE

AFFIX CORPORATE SEAL

CORPORATE SURETY

Attest:

BY

TITLE

AFFIX CORPORATE SEAL

CORPORATE SURETY

Attest:

BY

TITLE

AFFIX CORPORATE SEAL

CORPORATE SURETY

Attest:

BY

TITLE

AFFIX CORPORATE SEAL

SPECIMEN

16—47532-2

(c) *Page 3 of Standard Form 27.*

CORPORATE SURETY

Attest:

BY

TITLE

AFFIX CORPORATE SEAL

CORPORATE SURETY

Attest:

BY

TITLE

AFFIX CORPORATE SEAL

CORPORATE SURETY

Attest:

BY

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AFFIX CORPORATE SEAL

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TITLE

AFFIX CORPORATE SEAL

CORPORATE SURETY

Attest:

BY

TITLE

AFFIX CORPORATE SEAL

CORPORATE SURETY

Attest:

BY

TITLE

AFFIX CORPORATE SEAL

SPECIMEN

16—47532-2

(d) *Page 4 of Standard Form 27.*

The rate of premium on this bond is ..... per thousand.

Total amount of premium charged, $.....

(The above must be filled in by corporate surety)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, ..., certify that I am the ..... secretary of the corporation named as principal in the within bond; that .....; who signed the said bond on behalf of the principal, was then ..... of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

..... [CORPORATE SEAL]

SPECIMEN

INSTRUCTIONS

1. This form shall be used for construction work or the furnishing of supplies or services whenever a performance bond is required and two or more corporate sureties authorized by the Secretary of the Treasury to act as surety, each limiting its liability to a portion only of the total penalty, are to execute the bond. There shall be no deviation from this form except as authorized by the General Services Administration.

2. The letter, such as B, F, or K, applicable to the last surety listed in the schedule, must be inserted in the space indicated in the body of the bond. In cases involving only two sureties the word "to" following "Surety A" should be changed to "and" by interlineation, and the word "inclusive" should be stricken. When more than 11 sureties are to execute the bond, attach Standard Form 27B, Continuation Sheet, and identify sureties beginning with "L" on the first sheet.

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

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

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

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

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

U. S. GOVERNMENT PRINTING OFFICE 16—47532-3

§ 1–16.901–27A Standard Form 27A: Payment Bond, Corporate Co-Surety Form.

(a) *Page 1 of Standard Form 27A.*

STANDARD FORM 27A
NOVEMBER 1950 EDITION
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.801

PAYMENT BOND
CORPORATE CO-SURETY FORM
(See Instructions on Last Page)

DATE BOND EXECUTED

PRINCIPAL

PENAL SUM OF BOND *(express in words and figures)*	CONTRACT NO.	DATE OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL above named, and the Corporations hereinafter designated as SURETY A to SURETY , inclusive, as SURETIES, are held and firmly bound unto the United States of America, hereinafter called the Government, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents: *Provided*, That we the sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each surety binds itself, jointly and severally with the principal, for the payment of such sum only as is set forth opposite its name in the following schedule:

SURETY	NAME AND STATE OF INCORPORATION	LIMIT OF LIABILITY
A		
B		
C		
D		
E		
F		
G		
H		
I		
J		
K		

SPECIMEN

STANDARD FORM 27A
NOVEMBER 1950 EDITION

16—43284-1

(b) *Page 2 of Standard Form 27A.*

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Government, numbered and dated as shown above and hereto attached;

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

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

In Presence of:

WITNESS — INDIVIDUAL PRINCIPAL

1. ..... as to ..... [SEAL]

2. ..... as to ..... [SEAL]

3. ..... as to ..... [SEAL]

4. ..... as to ..... [SEAL]

CORPORATE PRINCIPAL

BUSINESS ADDRESS

Attest: BY / TITLE — AFFIX CORPORATE SEAL

Attest: CORPORATE SURETY / TITLE — AFFIX CORPORATE SEAL

Attest: CORPORATE SURETY / BY / TITLE — AFFIX CORPORATE SEAL

Attest: CORPORATE SURETY / BY / TITLE — AFFIX CORPORATE SEAL

SPECIMEN

(c) *Page 3 of Standard Form 27A.*

Attest: CORPORATE SURETY / BY / TITLE — AFFIX CORPORATE SEAL

Attest: CORPORATE SURETY / BY / TITLE — AFFIX CORPORATE SEAL

Attest: CORPORATE SURETY / BY / TITLE — AFFIX CORPORATE SEAL

Attest: CORPORATE SURETY / BY / TITLE — AFFIX CORPORATE SEAL

Attest: CORPORATE SURETY / BY / TITLE — AFFIX CORPORATE SEAL

Attest: CORPORATE SURETY / BY / TITLE — AFFIX CORPORATE SEAL

Attest: CORPORATE SURETY / BY / TITLE — AFFIX CORPORATE SEAL

SPECIMEN

(d) *Page 4 of Standard Form 27A.*

The rate of premium on this bond is ..... per thousand.

Total amount of premium charged, $.....

(The above must be filled in by corporate surety)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, ..., certify that I am the ..... secretary of the corporation named as principal in the within bond; that .....,

who signed the said bond on behalf of the principal, was then ..... of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

..... [CORPORATE SEAL]

SPECIMEN

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material for construction work, shall be used whenever a payment bond under the act of August 24, 1935, 49 Stat. 793, as amended (40 U. S. C. 270a–270e), is required and two or more corporate sureties authorized by the Secretary of the Treasury to act as surety, each limiting its liability to a portion only of the total penalty, are to execute the bond. It may also be used in any other case in which a payment bond is to be required. There shall be no deviation from this form except as authorized by the General Services Administration.

2. The letter, such as B, F, or K, applicable to the last surety listed in the schedule, must be inserted in the space indicated in the body of the bond. In cases involving only two sureties the word "to" following "Surety A" should be changed to "and" by interlineation, and the word "inclusive" should be stricken. When more than 11 sureties are to execute the bond, attach Standard Form 27B, Continuation Sheet, and identify sureties beginning with "L" on the first sheet.

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

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

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

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

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

U. S. GOVERNMENT PRINTING OFFICE 16—63284-1

§ 1–16.901–27B Standard Form 27B: Continuation Sheet, Corporate Co-Surety Bond.

(a) *Page 1 of Standard Form 27B.*

STANDARD FORM 27B
NOVEMBER 1950 EDITION
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.801

CONTINUATION SHEET
CORPORATE CO-SURETY BOND

..... Bond of .....
("Performance"—"Payment") (Name of Principal must be filled in)

..... under Contract No. ....., dated .....
(Must be filled in)

CONTINUATION OF PAGE 1

SURETY	NAME AND STATE OF INCORPORATION	LIMIT OF LIABILITY

SPECIMEN

CONTINUATION OF PAGE 3

Attest: .....

CORPORATE SURETY .....

BY .....

TITLE .....

AFFIX CORPORATE SEAL

Attest: .....

CORPORATE SURETY .....

BY .....

TITLE .....

AFFIX CORPORATE SEAL

STANDARD FORM 27B
NOVEMBER 1950 EDITION

S-51-1493

(b) *Page 2 of Standard Form 27B.*

Attest:	CORPORATE SURETY BY TITLE	AFFIX CORPORATE SEAL
Attest:	CORPORATE SURETY BY TITLE	AFFIX CORPORATE SEAL
Attest:	CORPORATE SURETY BY TITLE	AFFIX CORPORATE SEAL
Attest:	CORPORATE SURETY BY TITLE	AFFIX CORPORATE SEAL
Attest:	CORPORATE SURETY BY TITLE	AFFIX CORPORATE SEAL
Attest:	CORPORATE SURETY BY TITLE	AFFIX CORPORATE SEAL
Attest:	CORPORATE SURETY BY TITLE	AFFIX CORPORATE SEAL
Attest:	CORPORATE SURETY BY TITLE	AFFIX CORPORATE SEAL

SPECIMEN

S-51-1493

§ 1–16.901–28 Standard Form 28: Affidavit of Individual Surety.

(a) *Page 1 of Standard Form 28.*

STANDARD FORM 28
NOVEMBER 1950 EDITION
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.901

AFFIDAVIT OF INDIVIDUAL SURETY

(See Instructions on Reverse)

STATE OF
COUNTY OF } ss:

I, the person whose signature appears below as surety, being duly sworn, depose and say that I am one of the sureties to the attached bond; that I am a citizen of the United States, and of full age and legally competent; that I am not a partner in the business of the principal on the bond or bonds on which I appear or may appear as surety; that the information herein below furnished is true and correct. This affidavit is made to induce the United States of America to accept me as surety on the attached bond.

MY NAME *(first, middle, last)*	MY ADDRESS *(street and number, city and State)*
TYPE AND DURATION OF MY OCCUPATION	NAME OF MY EMPLOYER
MY BUSINESS ADDRESS *(street and number, city and State)*	AMOUNT I AM WORTH IN REAL ESTATE AND PERSONAL PROPERTY OVER AND ABOVE (1) ALL MY DEBTS AND LIABILITIES OWING AND INCURRED, (2) ANY PROPERTY EXEMPT FROM EXECUTION, (3) ANY PECUNIARY INTEREST I HAVE IN THE BUSINESS OF THE PRINCIPAL ON SAID BOND, AND (4) ANY INTEREST I HAVE IN ANY SO-CALLED COMMUNITY PROPERTY

LOCATION AND DESCRIPTION OF REAL ESTATE OF WHICH I AM SOLE OWNER IN FEE SIMPLE *(not exempt from seizure and sale under any homestead law, community or marriage law, or upon attachment, execution, or judicial process)*

SPECIMEN

FAIR VALUE OF SUCH REAL ESTATE	ASSESSED VALUE OF SUCH REAL ESTATE FOR TAXATION PURPOSES

ALL MORTGAGES OR OTHER ENCUMBRANCES AGAINST ABOVE REAL ESTATE, THERE BEING NO OTHERS *(if none, so state)*

MY LIABILITIES OWING AND INCURRED DO NOT EXCEED THE AMOUNT OF	AMOUNT I AM WORTH, OVER AND ABOVE JUST DEBTS AND LIABILITIES, IN PERSONAL PROPERTY SUBJECT TO EXECUTION AND SALE, THIS AMOUNT BEING ADDITIONAL TO THE REAL ESTATE ABOVE DESCRIBED

THE ABOVE PERSONAL PROPERTY CONSISTS OF THE FOLLOWING

ALL OTHER BONDS ON WHICH I AM SURETY *(state character and amount of each bond; if none, so state)*

MY SIGNATURE AS SURETY

Subscribed and sworn to before me this date at ..... OFFICIAL SEAL

(Signature) *(Title of official administering oath)* *(Date)*

STANDARD FORM 28
NOVEMBER 1950 EDITION

16—63324-1

(b) *Page 2 of Standard Form 28.*

No. 107——4

CERTIFICATE OF SUFFICIENCY

I HEREBY CERTIFY, That the surety named herein is personally known to me; that, in my judgment, said surety is responsible, and qualified to act as such; and that, to the best of my knowledge and belief, the facts stated by said surety in the foregoing affidavit are true.

NAME *(typewritten)* | SIGNATURE

OFFICIAL TITLE

ADDRESS

INSTRUCTIONS

1. This form shall be used whenever sureties on bonds to be executed in connection with Government contracts are individual sureties. There shall be no deviation from this form except as authorized by the General Services Administration.

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

3. The individual surety shall justify, under oath, in a sum not less than the penalty of the bond, according to the form appearing on the face hereof, before a United States commissioner, a clerk of a United States court, a notary public, or some other officer having authority to administer oaths generally. If the officer has an official seal, it shall be affixed, otherwise the proper certificate as to his official character shall be furnished. Where citizenship is not required, as provided in paragraph 2 of these instructions, the affidavit may be amended accordingly.

4. The certificate of sufficiency shall be signed by an officer of a bank or trust company, a judge or clerk of a court of record, a United States district attorney or commissioner, a postmaster, a collector or deputy collector of internal revenue, or any other officer of the United States acceptable to the department or establishment concerned. Further certificates as to the financial qualification of the sureties may be required from time to time. Such certificates must be based on the personal investigation of the certifying officers at the time of the making thereof, and not upon prior certificates.

U. S. GOVERNMENT PRINTING OFFICE 16—63324-3

§ 1–16.901–30 Standard Form 30: Invitation and Bid (Supply Contract).

(a) *Page 1 of Standard Form 30.*

STANDARD FORM 30
OCTOBER 1957 EDITION
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

INVITATION AND BID
(SUPPLY CONTRACT)

ISSUED BY | DEPARTMENT

ADDRESS

INVITATION FOR BIDS

DATE ISSUED | INVITATION NO.

Sealed bids in _____, subject to (1) the Terms and Conditions of the Invitation for Bids, (2) the attached Schedule, (3) General Provisions (Standard Form 32, _____ edition), which are incorporated herein by reference, and (4) such other contract provisions and specifications as are attached or incorporated by reference in the Schedule, will be received at the above office until _____ o'clock ____ m., _____ Time, _____ (date) and at that time publicly opened, for furnishing the supplies or services described in the attached Schedule.

General information and instructions to bidders are contained in the terms and conditions on the reverse hereof.

BID

DATE OF BID

In compliance with the above, the undersigned offers and agrees, if this Bid be accepted within _____ calendar days *(60 calendar days unless a different period be inserted by the bidder)* from the date of the opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the designated point(s) within the time specified in the attached Schedule.

BIDDER REPRESENTS: *(Check appropriate boxes)*

(1) That he ☐ is, ☐ is not, a small business concern. *(See definition on reverse hereof.)* If bidder is a small business concern and is not the manufacturer of the supplies bid upon, he also represents that all supplies to be furnished hereunder ☐ will, ☐ will not, be manufactured or produced by a small business concern in the United States, its Territories, its possessions, or the Commonwealth of Puerto Rico.

(2) That he is a ☐ regular dealer in, ☐ manufacturer of, the supplies bid upon.

(3) (*a*) That he ☐ has, ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure this contract, and (*b*) that he ☐ has, ☐ has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (*a*) and (*b*) above as requested by the Contracting Officer. (*For interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 44, Part 150.*)

FULL NAME OF BIDDER *(Type or print)*

BUSINESS ADDRESS OF BIDDER *(Street, city, zone, and State. Type or print)*

TELEPHONE NO.

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID

TYPE OF BUSINESS *(Check appropriate box)*
☐ Individual ☐ Partnership ☐ Corporation

INCORPORATED IN THE STATE OF *(Complete, if corporation)*

TYPE OR PRINT SIGNER'S NAME AND TITLE

SPECIMEN

(a) *Page 2 of Standard Form 30.*

TERMS AND CONDITIONS OF THE INVITATION FOR BIDS

1. PREPARATION OF BIDS.—(*a*) Bidders are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the bidder's risk.

(*b*) Each bidder shall furnish the information required by the bid form. The bidder shall print or type his name on the Schedule and each Continuation Sheet thereof on which he makes an entry. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent must be accompanied by evidence of his authority.

(*c*) Unit price for each unit bid on shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the Amount column of the Schedule for each item bid on. In case of error in extension of price, the unit price will govern.

(*d*) Alternate bids will not be considered unless authorized by the Invitation.

(*e*) When not otherwise specified, bidder must definitely state time of proposed delivery.

(*f*) Time, if stated as a number of days, will include Sundays and holidays.

2. SUBMISSION OF BIDS.—(*a*) Bids and modifications thereof shall be enclosed in sealed envelopes addressed to the issuing office, with the name and address of the bidder, the date and hour of opening, and the invitation number on the face of the envelope. Telegraphic bids will not be considered unless authorized by the Invitation; however, bids may be modified by telegraphic notice provided such notice is received prior to the time set for the opening of the bids.

(*b*) Samples of items, when required, must be submitted within the time specified, and unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Invitation.

(*c*) In the event no bid is to be submitted, do not return the Invitation unless otherwise specified. However, a letter or post card should be sent to the issuing office advising whether future Invitations for the type of supplies or services covered by this Invitation are desired.

3. WITHDRAWAL OF BIDS.—Bids may be withdrawn by written or telegraphic notice (see 4 below).

4. LATE BIDS.—Bids and modifications or withdrawals thereof received after the time set for opening will not be considered, unless they are received before the award is made, and it is determined by the Government that failure to arrive on time was due solely to delay in the mails for which the bidder was not responsible.

5. GOVERNMENT-FURNISHED PROPERTY.—No material, labor, or facilities will be furnished by the Government unless otherwise provided for in the Invitation.

6. LABOR INFORMATION.—Attention is invited to the possibility that wage determinations may have been made under the Walsh-Healey Public Contracts Act providing minimum wages for employees engaged in the manufacture for sale to the Government of the supplies covered by this Invitation for Bids. Information in this connection, as well as general information as to the requirements of the Act concerning overtime payment, child labor, safety and health provisions, etc., may be obtained from the Wage and Hour and Public Contracts Divisions, Department of Labor, Washington 25, D. C. Requests for information should state the Invitation number, the issuing agency and the supplies covered.

7. DISCOUNTS.—(*a*) Prompt-payment discounts will be included in the evaluation of bids, provided the period of the offered discount is sufficient to permit payment within such period in the regular course of business under the delivery, inspection, and payment provisions of the Invitation and Bid.

(*b*) In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from date correct invoice or voucher is received in the office specified by the Government if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing of the Government check.

8. AWARD OF CONTRACT.—(*a*) The contract will be awarded to that responsible bidder whose bid, conforming to the Invitation for Bids, will be most advantageous to the Government, price and other factors considered.

(*b*) The Government reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.

(*c*) The Government may accept any item or group of items of any bid, unless the bidder qualifies his bid by specific limitations. UNLESS OTHERWISE PROVIDED IN THE SCHEDULE, BIDS MAY BE SUBMITTED FOR ANY QUANTITIES LESS THAN THOSE SPECIFIED; AND THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY BID UPON AT THE UNIT PRICES OFFERED UNLESS THE BIDDER SPECIFIES OTHERWISE IN HIS BID.

(*d*) A written award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid shall be deemed to result in a binding contract without further action by either party.

9. SELLER'S INVOICES.—Invoices shall be prepared and submitted in quadruplicate unless otherwise specified. Invoices shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.

10. DEFINITION OF SMALL BUSINESS.—Generally, a small business concern for the purpose of Government procurement is a concern that (1) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (2) is certified as a small business concern by Small Business Administration. (*See Code of Federal Regulations, Title 13, Part 103, as amended, which contains the detailed definition and related procedures.*)

16—60682-5 U. S. GOVERNMENT PRINTING OFFICE

§ 1–16.901–31 Standard Form 31: Schedule (Supply Contract).

STANDARD FORM 31
NOVEMBER 1949 EDITION
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.109

SCHEDULE
(SUPPLY CONTRACT)

PAGE NO. 1 | NUMBER OF PAGES OF SCHEDULE

REQUISITION NUMBER OR OTHER PURCHASE AUTHORITY | INVITATION NO.

ACCOUNTING AND APPROPRIATION DATA

The supplies or services to be furnished, the specifications, the discounts, the time and place of delivery, and any other special terms and conditions applicable to the Invitation for Bids, are set forth below.

DISCOUNTS WILL BE ALLOWED BY BIDDER FOR PROMPT PAYMENT AS FOLLOWS:

_____ PERCENT, 10 CALENDAR DAYS; _____ PERCENT, 20 CALENDAR DAYS; _____ PERCENT, 30 CALENDAR DAYS.

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY (Number of Units)	UNIT	UNIT PRICE	AMOUNT
	SPECIMEN				

NAME OF BIDDER

Standard Form 31
Nov. 1949 Edition

U. S. GOVERNMENT PRINTING OFFICE 16—60679-3

STANDARD FORM 32
OCTOBER 1957 EDITION
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

GENERAL PROVISIONS

(Supply Contract)

1. DEFINITIONS

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) The term "Secretary" means the Secretary, the Under Secretary, or any Assistant Secretary of the Department, and the head or any assistant head of the Federal agency; and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized to act for the Secretary.

(b) The term "Contracting Officer" means the person executing this contract on behalf of the Government, and any other officer or civilian employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

(c) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders under this contract.

2. CHANGES

The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this contract, in any one or more of the following: (i) Drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the Government in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change: *Provided, however,* That the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

3. EXTRAS

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Contracting Officer.

4. VARIATION IN QUANTITY

No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

5. INSPECTION

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by the Government, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.

(b) In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, the Government shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Contracting Officer, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed, or promptly to replace or correct such supplies or lots of supplies, the Government either (i) may by contract or otherwise replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby, or (ii) may terminate this contract for default as provided in the clause of this contract entitled "Default." Unless the Contractor corrects or replaces such supplies within the delivery schedule, the Contracting Officer may require the delivery of such supplies at a reduction in price which is equitable under the circumstances. Failure to agree to such reduction of price shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(c) If any inspection or test is made by the Government on the premises of the Contractor or a subcontractor, the Contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the Government inspectors in the performance of their duties. If Government inspection or test is made at a point other than the premises of the Contractor or a subcontractor, it shall be at the expense of the Government except as otherwise provided in this contract: *Provided,* That in case of rejection the Government shall not be liable for any reduction in value of samples used in connection with such inspection or test. All inspections and tests by the Government shall be performed in such a manner as not to unduly delay the work. The Government reserves the right to charge to the Contractor any additional cost of Government inspection and test when supplies are not ready at the time such inspection and test is requested by the Contractor or when reinspection or retest is necessitated by prior rejection. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this contract; but failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on the Government therefor.

(d) The inspection and test by the Government of any supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements which may be discovered prior to acceptance. Except as otherwise provided in this

contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

(e) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies hereunder. Records of all inspection work by the Contractor shall be kept complete and available to the Government during the performance of this contract and for such longer period as may be specified elsewhere in this contract.

6. RESPONSIBILITY FOR SUPPLIES

Except as otherwise provided in this contract, (i) the Contractor shall be responsible for the supplies covered by this contract until they are delivered at the designated delivery point, regardless of the point of inspection; (ii) after delivery to the Government at the designated point and prior to acceptance by the Government or rejection and giving notice thereof by the Government, the Government shall be responsible for the loss or destruction of or damage to the supplies only if such loss, destruction, or damage results from the negligence of officers, agents, or employees of the Government acting within the scope of their employment; and (iii) the Contractor shall bear all risks as to rejected supplies after notice of rejection, except that the Government shall be responsible for the loss, or destruction of, or damage to the supplies only if such loss, destruction or damage results from the gross negligence of officers, agents, or employees of the Government acting within the scope of their employment.

7. PAYMENTS

The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the Contractor, payment for accepted partial deliveries shall be made whenever such payment would equal or exceed either $1,000 or 50 percent of the total amount of this contract.

8. ASSIGNMENT OF CLAIMS

(a) Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U. S. Code 203, 41 U. S. Code 15), if this contract provides for payments aggregating $1,000 or more, claims for monies due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Notwithstanding any provisions of this contract, payments to an assignee of any monies due or to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or set-off. (*The preceding sentence applies only if this contract is with the Department of Defense, the General Services Administration, the Atomic Energy Commission, or any other department or agency of the United States designated by the President pursuant to clause 4 of the proviso of section 1 of the Assignment of Claims Act of 1940, as amended by the Act of May 15, 1951, 65 Stat. 41.*)

(b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential," be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive the same: *Provided,* That a copy of any part or all of this contract so marked may be furnished, or any information contained therein may be disclosed, to such assignee upon the prior written authorization of the Contracting Officer.

9. ADDITIONAL BOND SECURITY

If any surety upon any bond furnished in connection with this contract becomes unacceptable to the Government, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the Government, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Government and of persons supplying labor or materials in the prosecution of the work contemplated by this contract.

10. EXAMINATION OF RECORDS

(The following clause is applicable if the amount of this contract exceeds $1,000 and was entered into by means of negotiation, but is not applicable if this contract was entered into by means of formal advertising.)

(a) The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

(b) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (i) purchase orders not exceeding $1,000 and (ii) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

11. DEFAULT

(a) The Government may, subject to the provisions of paragraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

(i) if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

(ii) if the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(b) In the event the Government terminates this contract in whole or in part as provided in paragraph (a) of this clause, the Government may procure, upon such terms and in such manner as the Contracting Officer may deem

(c) *Page 3 of Standard Form 32.*

Standard Form 32
Oct. 1957 Edition

appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Government for any excess costs for such similar supplies or services: *Provided*, That the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

(*e*) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

(*d*) If this contract is terminated as provided in paragraph (*a*) of this clause, the Government, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the Government, in the manner and to the extent directed by the Contracting Officer, (i) any completed supplies, and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the Government has an interest. Payment for completed supplies delivered to and accepted by the Government shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the Government and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(*e*) If, after notice of termination of this contract under the provisions of paragraph (*a*) of this clause, it is determined that the failure to perform this contract is due to causes beyond the control and without the fault or negligence of the Contractor or subcontractor pursuant to the provisions of paragraph (*c*) of this clause, such notice of default shall be deemed to have been issued pursuant to the clause of this contract entitled "Termination for Convenience of the Government," and the rights and obligations of the parties hereto shall in such event be governed by such clause. (*Except as otherwise provided in this contract, this paragraph (e) applies only if this contract contains such clause.*)

(*f*) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

12. DISPUTES

(*a*) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(*b*) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (*a*) above: *Provided*, That nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

13. NOTICE AND ASSISTANCE REGARDING PATENT INFRINGEMENT

The provisions of this clause shall be applicable only if the amount of this contract exceeds $5,000.

(*a*) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent infringement based on the performance of this contract of which the Contractor has knowledge.

(*b*) In the event of litigation against the Government on account of any claim of patent infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or service performed hereunder, the Contractor shall furnish to the Government, upon request, all evidence and information in possession of the Contractor pertaining to such litigation. Such evidence and information shall be furnished at the expense of the Government except in those cases in which the Contractor has agreed to indemnify the Government against the claim being asserted.

14. BUY AMERICAN ACT

(*a*) In acquiring end products, the Buy American Act (41 U. S. Code 10 a–d) provides that the Government give preference to domestic source end products. For the purpose of this clause:

(i) "components" means those articles, materials, and supplies, which are directly incorporated in the end products;

(ii) "end products" means those articles, materials, and supplies, which are to be acquired under this contract for public use; and

(iii) a "domestic source end product" means (A) an unmanufactured end product which has been mined or

Standard Form 32
Oct. 1957 Edition

(d) *Page 4 of Standard Form 32.*

produced in the United States and (B) an end product manufactured in the United States if the cost of the components thereof which are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. For the purposes of this (*a*) (iii) (B), components of foreign origin of the same type or kind as the products referred to in (*b*) (ii) or (iii) of this clause shall be treated as components mined, produced, or manufactured in the United States.

(*b*) The Contractor agrees that there will be delivered under this contract only domestic source end products, except end products:

(i) which are for use outside the United States;

(ii) which the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality;

(iii) as to which the Secretary determines the domestic preference to be inconsistent with the public interest; or

(iv) as to which the Secretary determines the cost to the Government to be unreasonable.

(The foregoing requirements are administered in accordance with Executive Order No. 10582, dated December 17, 1954.)

15. CONVICT LABOR

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor.

16. EIGHT-HOUR LAW OF 1912—OVERTIME COMPENSATION

This contract, to the extent that it is of a character specified in the Eight-Hour Law of 1912, as amended (40 U. S. Code 324–326) and is not covered by the Walsh-Healey Public Contracts Act (41 U. S. Code 35–45), is subject to the following provisions and exceptions of said Eight-Hour Law of 1912, as amended, and to all other provisions and exceptions of said Law:

No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the Contractor or any subcontractor contracting for any part of said work contemplated, shall be required or permitted to work more than eight hours in any one calendar day upon such work, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this clause. The wages of every laborer and mechanic employed by the Contractor or any subcontractor engaged in the performance of this contract shall be computed on a basic day rate of eight hours per day; and work in excess of eight hours per day is permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. For each violation of the requirements of this clause a penalty of five dollars shall be imposed for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than eight hours upon said work without receiving compensation computed in accordance with this clause, and all penalties thus imposed shall be withheld for the use and benefit of the Government.

17. WALSH-HEALEY PUBLIC CONTRACTS ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount which exceeds or may exceed $10,000 and is otherwise subject to the Walsh-Healey Public Contracts Act, as amended (41 U. S. Code 35–45), there are hereby incorporated by reference all representations and stipulations required by said Act and regulations issued thereunder by the Secretary of Labor, such representations and stipulations being subject to all applicable rulings and interpretations of the Secretary of Labor which are now or may hereafter be in effect.

18. NONDISCRIMINATION IN EMPLOYMENT

(*a*) In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision 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 hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of the nondiscrimination clause.

(*b*) The Contractor further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

19. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

20. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except-ing bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

21. UTILIZATION OF SMALL BUSINESS CONCERNS

(*a*) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with small business concerns.

(*b*) The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

U. S. GOVERNMENT PRINTING OFFICE : 1957 O - 442852

§ 1–16.901–33 Standard Form 33: Invitation, Bid, and Award (Supply Contract).

(a) *Page 1 of Standard Form 33.*

STANDARD FORM 33
OCTOBER 1957 EDITION
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

INVITATION, BID, AND AWARD
(SUPPLY CONTRACT)

CONTRACT NO.
ORDER NO. (*If any*)
PAGE NO. 1
NUMBER OF PAGES

ISSUED BY | ADDRESS

INVITATION FOR BIDS

DATE ISSUED | INVITATION NO.

Sealed bids in _____, subject to (1) the Terms and Conditions of the Invitation for Bids, (2) the accompanying Schedule, (3) General Provisions (Standard Form 32, _____ edition), which are incorporated herein by reference, and (4) such other contract provisions and specifications as are attached or incorporated by reference in the Schedule, will be received at the above office until _____ o'clock ___ m., _____ Time, _____ (*date*) and at that time publicly opened, for furnishing the supplies or services described in the accompanying Schedule, for delivery f. o. b. _____

General information and instructions to bidders are contained in the terms and conditions on the reverse hereof.

SCHEDULE

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY (*No. of units*)	UNIT	UNIT PRICE	AMOUNT
	SPECIMEN				

BID → DATE OF BID

In compliance with the above, the undersigned offers and agrees, if this Bid be accepted within _____ calendar days (*60 calendar days unless a different period be inserted by the bidder*) from the date of opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the designated point(s) within the time specified in the Schedule. Discounts will be allowed for prompt payment as follows:

_____ percent, 10 calendar days; _____ percent, 20 calendar days; _____ percent, 30 calendar days.

BIDDER REPRESENTS: (*Check appropriate boxes*)

(1) That he ☐ is, ☐ is not, a small business concern. (*See definition on reverse hereof.*) If bidder is a small business concern and is not the manufacturer of the supplies bid upon, he also represents that all supplies to be furnished hereunder ☐ will, ☐ will not, be manufactured or produced by a small business concern in the United States, its Territories, its possessions, or the Commonwealth of Puerto Rico.

(2) That he is a ☐ regular dealer in, ☐ manufacturer of, the supplies bid upon.

(3) (*a*) That he ☐ has, ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure this contract, and (*b*) that he ☐ has, ☐ has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (*a*) and (*b*) above as requested by the Contracting Officer.
(*For interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 41, Part 150.*)

(4) He operates as an ☐ individual, ☐ partnership, ☐ corporation, incorporated in the State of _____

NAME AND ADDRESS OF BIDDER (*Street, city, zone, and State. Type or print*) | SIGNATURE OF PERSON AUTHORIZED TO SIGN BID →

TYPE OR PRINT SIGNER'S NAME AND TITLE

AWARD | DATE OF AWARD

ACCEPTED AS TO ITEMS NUMBERED | AMOUNT $ | UNITED STATES OF AMERICA

BY _____
Contracting Officer.

SUBMIT INVOICE FOR PAYMENT TO | ACCOUNTING AND APPROPRIATION DATA

PAYMENT WILL BE MADE BY

Award will be made on this Form, or on Standard Form 26, or by other official written notice. 16—80582-3

(b) *Page 2 of Standard Form 33.*

TERMS AND CONDITIONS OF THE INVITATION FOR BIDS

1. PREPARATION OF BIDS.—(*a*) Bidders are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the bidder's risk.

(*b*) Each bidder shall furnish the information required by the bid form. The bidder shall print or type his name on the Schedule and each Continuation Sheet thereof on which he makes an entry. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent must be accompanied by evidence of his authority.

(*c*) Unit price for each unit bid on shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the Amount column of the Schedule for each item bid on. In case of error in extension of price, the unit price will govern.

(*d*) Alternate bids will not be considered unless authorized by the Invitation.

(*e*) When not otherwise specified, bidder must definitely state time of proposed delivery.

(*f*) Time, if stated as a number of days, will include Sundays and holidays.

2. SUBMISSION OF BIDS.—(*a*) Bids and modifications thereof shall be enclosed in sealed envelopes addressed to the issuing office, with the name and address of the bidder, the date and hour of opening, and the invitation number on the face of the envelope. Telegraphic bids will not be considered unless authorized by the Invitation; however, bids may be modified by telegraphic notice provided such notice is received prior to the time set for the opening of the bids.

(*b*) Samples of items, when required, must be submitted within the time specified, and unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Invitation.

(*c*) In the event no bid is to be submitted, do not return the Invitation unless otherwise specified. However, a letter or post card should be sent to the issuing office advising whether future Invitations for the type of supplies or services covered by this Invitation are desired.

3. WITHDRAWAL OF BIDS.—Bids may be withdrawn by written or telegraphic notice (see 4 below).

4. LATE BIDS.—Bids and modifications or withdrawals thereof received after the time set for opening will not be considered, unless they are received before the award is made, and it is determined by the Government that failure to arrive on time was due solely to delay in the mails for which the bidder was not responsible.

5. GOVERNMENT-FURNISHED PROPERTY.—No material, labor, or facilities will be furnished by the Government unless otherwise provided for in the Invitation.

6. LABOR INFORMATION.—Attention is invited to the possibility that wage determinations may have been made under the Walsh-Healey Public Contracts Act providing minimum wages for employees engaged in the manufacture for sale to the Government of the supplies covered by this Invitation for Bids. Information in this connection, as well as general information as to the requirements of the Act concerning overtime payment, child labor, safety and health provisions, etc., may be obtained from the Wage and Hour and Public Contracts Divisions, Department of Labor, Washington 25, D. C. Requests for information should state the Invitation number, the issuing agency and the supplies covered.

7. DISCOUNTS.—(*a*) Prompt-payment discounts will be included in the evaluation of bids, provided the period of the offered discount is sufficient to permit payment within such period in the regular course of business under the delivery, inspection, and payment provisions of the Invitation and Bid.

(*b*) In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from date correct invoice or voucher is received in the office specified by the Government if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing of the Government check.

8. AWARD OF CONTRACT.—(*a*) The contract will be awarded to that responsible bidder whose bid, conforming to the Invitation for Bids, will be most advantageous to the Government, price and other factors considered.

(*b*) The Government reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.

(*c*) The Government may accept any item or group of items of any bid, unless the bidder qualifies his bid by specific limitations. UNLESS OTHERWISE PROVIDED IN THE SCHEDULE, BIDS MAY BE SUBMITTED FOR ANY QUANTITIES LESS THAN THOSE SPECIFIED; AND THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY BID UPON AT THE UNIT PRICES OFFERED UNLESS THE BIDDER SPECIFIES OTHERWISE IN HIS BID.

(*d*) A written award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid shall be deemed to result in a binding contract without further action by either party.

9. SELLER'S INVOICES.—Invoices shall be prepared and submitted in quadruplicate unless otherwise specified. Invoices shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.

10. DEFINITION OF SMALL BUSINESS.—Generally, a small business concern for the purpose of Government procurement is a concern that (1) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (2) is certified as a small business concern by Small Business Administration. (*See Code of Federal Regulations, Title 13, Part 103, as amended, which contains the detailed definition and related procedures.*)

* U. S. GOVERNMENT PRINTING OFFICE : 1957 O—448518

§ 1–16.901–34 Standard Form 34: Annual Bid Bond.

(a) *Page 1 of Standard Form 34.*

STANDARD FORM 34
NOVEMBER 1950 EDITION
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.801

ANNUAL BID BOND

(See Instructions on Reverse)

DATE BOND EXECUTED

PRINCIPAL

SURETY

DEPARTMENT OR AGENCY TO WHICH BIDS ARE TO BE SUBMITTED

BIDS TO BE SUBMITTED DURING FISCAL YEAR ENDING

June 30, 19

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the United States of America, hereinafter called the Government, in such penal sum or sums, as shall be sufficient to indemnify the Government in case of the default of the said principal as hereinafter set forth, for the payment of which sum or sums well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal contemplates submitting bids from time to time during the fiscal year above shown to the department or agency named above for furnishing supplies or services to the Government and desires that all such bids submitted for opening during said fiscal year be covered by a single bond instead of by a separate bid bond for each bid:

NOW THEREFORE, if the principal shall not withdraw any such bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefore, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, execute such further contractual documents, if any, as may be required by the terms of the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of the resulting contract, or in the event of the withdrawal of any bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the principal shall pay the Government the difference between the amount specified in said bid and the amount for which the Government may procure the required supplies and services, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

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

In Presence of:

WITNESS — INDIVIDUAL PRINCIPAL

1. ..... as to ..... [SEAL]
2. ..... as to ..... [SEAL]
3. ..... as to ..... [SEAL]
4. ..... as to ..... [SEAL]

WITNESS — INDIVIDUAL SURETY

1. ..... as to ..... [SEAL]
2. ..... as to ..... [SEAL]

Attest:

CORPORATE PRINCIPAL

BUSINESS ADDRESS

BY

TITLE

AFFIX CORPORATE SEAL

Attest:

CORPORATE SURETY

BUSINESS ADDRESS

BY

TITLE

AFFIX CORPORATE SEAL

SPECIMEN

STANDARD FORM 34
NOVEMBER 1950 EDITION

16—13675-2

(b) *Page 2 of Standard Form 34.*

Total amount of premium charged, $.....

(The above must be filled in by corporate surety)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, ..., certify that I am the ..... secretary of the corporation named as principal in the within bond; that .....; who signed the said bond on behalf of the principal, was then ..... of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

..... [CORPORATE SEAL]

INSTRUCTIONS

1. This form may be used in connection with the procurement of supplies or services in lieu of Standard Form 24 (Bid Bond). There shall be no deviation from this form except as authorized by the General Services Administration.

2. The surety on the bond may be any corporation authorized by the Secretary of the Treasury to act as surety, or two responsible individual sureties. Where individual sureties are used, this bond must be accompanied by a completed Affidavit of Individual Surety for each individual surety (Standard Form 28).

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

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

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

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

SPECIMEN

U. S. GOVERNMENT PRINTING OFFICE 16—13675-2

§ 1–16.901–35 Standard Form 35: Annual Performance Bond.

(a) *Page 1 of Standard Form 35.*

STANDARD FORM 35
NOVEMBER 1950 EDITION
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.801

ANNUAL PERFORMANCE BOND

(See Instructions on Reverse)

DATE BOND EXECUTED

PRINCIPAL

SURETY

PENAL SUM OF BOND *(express in words and figures)*

FISCAL YEAR ENDING

June 30, 19

DEPARTMENT OR AGENCY REPRESENTING THE GOVERNMENT

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal contemplates entering into contracts, from time to time during the fiscal year above shown, with the Government, represented by the department or agency shown above, for furnishing supplies or services to the Government, and desires that all such contracts be covered by one bond instead of by separate performance bond for each contract:

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all such contracts so entered into during the original term thereof and any extensions that may be granted by the Government, with or without notice to the surety, and during the life of any guaranty required under the contracts, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of such contracts that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

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

In Presence of:

WITNESS	INDIVIDUAL PRINCIPAL	
1.	as to	[SEAL]
2.	as to	[SEAL]
3.	as to	[SEAL]
4.	as to	[SEAL]

WITNESS	INDIVIDUAL SURETY	
1.	as to	[SEAL]
2.	as to	[SEAL]

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

SPECIMEN

STANDARD FORM 35
NOVEMBER 1950 EDITION

16—63314-1

(b) *Page 2 of Standard Form 35.*

The rate of premium on this bond is ..... per thousand.

Total amount of premium charged, $.....

(The above must be filled in by corporate surety)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, ..., certify that I am the ..... secretary of the corporation named as principal in the within bond; that .....; who signed the said bond on behalf of the principal, was then ..... of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

..... [CORPORATE SEAL]

INSTRUCTIONS

1. This form may be used in connection with the procurement of supplies or services in lieu of Standard Form 25 (Performance Bond). There shall be no deviation from this form except as authorized by the General Services Administration.

2. The surety on the bond may be any corporation authorized by the Secretary of the Treasury to act as surety, or two responsible individual sureties. Where individual sureties are used, this bond must be accompanied by a completed Affidavit of Individual Surety for each individual surety (Standard Form 28).

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

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

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

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

SPECIMEN

U. S. GOVERNMENT PRINTING OFFICE: 16—63314-1

§ 1–16.901–36 Standard Form 36: Continuation Sheet (Supply Contract).



STANDARD FORM 36
NOVEMBER 1949 EDITION
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.109

CONTINUATION SHEET
(SUPPLY CONTRACT)

CONTRACT, ORDER, OR INVITATION NO. (As applicable)

PAGE NO.

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY (Number of units)	UNIT	UNIT PRICE	AMOUNT

SPECIMEN

NAME OF BIDDER OR CONTRACTOR

Standard Form 36
Nov. 1949 Edition

U.S. GOVERNMENT PRINTING OFFICE: 1952—O-706193 55—60679-3

Effective dates. (a) Effective immediately are the revisions to sections 1–1.210, 1–1.606(a), 1–16.100, 1–16.800, and 1–16.801(a)(7); and new Subpart 1–16.9.

(b) Effective June 1, 1959 is the revision to section 1–1.307–1(a).

(c) Effective September 15, 1959 is the revision to section 1–12.604.

(d) The effective date of Subpart 1–16.4 is extended, with respect to new and revised forms prescribed therein, to October 1, 1959, but these new and revised forms and related procedures may be put into effect as soon as the forms are available.

(Sec. 205(c), 63 Stat. 390; 40 U.S.C. 486(c))

Dated: May 27, 1959.

FRANKLIN FLOETE,
Administrator of General Services.

[F.R. Doc. 59–4562; Filed, June 1, 1959; 8:45 a.m.]

Title 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

SUBCHAPTER A—PROCEDURES, RULES OF PRACTICE, AND ORDERS

[Docket 6955]

PART 13—DIGEST OF CEASE AND DESIST ORDERS

Blauner's and George Gorsen

Subpart—*Advertising falsely or misleadingly:* § 13.30 *Composition of goods:* Fur Products Labeling Act; § 13.155 *Prices:* Comparative; percentage savings; usual as reduced, special, etc. Subpart—*Invoicing products falsely:* § 13.1108 *Invoicing products falsely:* Fur Products Labeling Act. Subpart—*Misbranding or mislabeling:* § 13.1190 *Composition:* Fur Products Labeling Act; § 13.1212 *Formal regulatory and statutory requirements:* Fur Products Labeling Act. Subpart—*Neglecting, unfairly or deceptively, to make material disclosure:* § 13.1845 *Composition:* Fur Products Labeling Act; § 13.1865 *Manufacture or preparation:* Fur Products Labeling Act; § 13.1886 *Quality, grade or type of product.*

(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, Blauner's et al., Philadelphia, Pa., Docket 6955, May 8, 1959]

This proceeding was heard by a hearing examiner on the complaint of the Commission charging a department store in Philadelphia, Pa., with violating the Fur Products Labeling Act by failing to comply with the labeling and invoicing requirements, and by advertising in newspapers which falsely identified the animals producing certain furs and failed to disclose that certain products contained artificially colored or cheap fur, which compared "original" prices with "now" prices without designating the time of the former and used comparative prices and percentage savings claims and represented prices as reduced without maintaining adequate records as a basis for such claims.

After acceptance of an agreement for a consent order, the hearing examiner made his initial decision and order to cease and desist which became on May 8 the decision of the Commission.

The order to cease and desist is as follows:

It is ordered, That respondent Blauner's, a corporation, and its officers, and respondent's representatives, agents, and employees, directly or through any corporate or other device, in connection with the introduction into commerce, or the sale, advertising, or offering for sale, in commerce, or the transportation or distribution, in commerce, of fur products, or in connection with the offering for sale, sale, advertising, transportation or distribution of fur products which have been made in whole or in part of fur which has been shipped and received in commerce, as "commerce", "fur", and "fur product" are defined in the Fur Products Labeling Act, do forthwith cease and desist from:

1. Misbranding fur products by:

A. Failing to affix labels to fur products showing:

(1) The name or names of the animal or animals producing the fur or furs contained in the fur product, as set forth in the Fur Products Name Guide and as prescribed under the rules and regulations;

(2) That the fur product contains or is composed of used fur, when such is the fact;

(3) That the fur product contains or is composed of bleached, dyed, or otherwise artificially colored fur, when such is the fact;

(4) That the fur product is composed, in whole or in substantial part, of paws, tails, bellies, or waste fur, when such is the fact;

(5) The name or other identification issued and registered by the Commission, of one or more persons who manufactured such fur product for introduction into commerce, introduced it into commerce, sold it in commerce, advertised or offered it for sale in commerce, or transported or distributed it in commerce;

(6) The name of the country of origin of any imported furs used in the fur product;

(7) The item number or mark assigned to a fur product.

B. Setting forth on labels affixed to fur products:

(1) Information required under section 4(2) of the Fur Products Labeling Act and the rules and regulations thereunder in abbreviated form;

(2) Information required under section 4(2) of the Fur Products Labeling Act and rules and regulations thereunder, mingled with non-required information.

2. Falsely or deceptively invoicing fur products by:

A. Failing to furnish invoices to purchasers of fur products showing:

(1) The name or names of the animal or animals producing the fur or furs contained in the fur product, as set forth in the Fur Products Name Guide and as prescribed under the rules and regulations;

(2) That the fur product contains or is composed of used fur, when such is the fact;

(3) That the fur product contains or is composed of bleached, dyed, or artificially colored fur, when such is the fact;

(4) That the fur product is composed, in whole or in substantial part, of paws, tails, bellies, or waste fur, when such is the fact;

(5) The name and address of the person issuing such invoices;

(6) The name of the country of origin of any imported furs contained in the fur product.

B. Setting forth on invoices information required under section 5(b)(1) of the Fur Products Labeling Act and the rules and regulations thereunder in abbreviated form.

3. Falsely or deceptively advertising fur products through the use of any advertisement, representation, public announcement, or notice which is intended to aid, promote or assist, directly or indirectly, in the sale, or offering for sale, of fur products, and which:

A. Fails to disclose:

(1) The name or names of the animal or animals producing the fur or furs contained in the fur product, as set forth in the Fur Products Name Guide, and as prescribed under the rules and regulations;

(2) That the fur product contains or is composed of bleached, dyed or otherwise artificially colored fur, when such is the fact;

(3) That the fur product is composed in whole or in substantial part of paws, tails, bellies or waste fur, when such is the fact.

B. Contains the name or names of any animal or animals other than the name or names of the animal or animals that produced the fur from which the fur product was manufactured.

C. Makes use of comparative prices by setting forth an earlier bona fide price of the fur product, unless the designated time of such earlier price is given.

4. Making price claims or representations in advertisements respecting comparative prices, percentage savings claims and reduced prices of furs or fur products unless respondent maintains adequate records disclosing the facts upon which such claims or representations are based.

It is further ordered, That the complaint be, and hereby is, dismissed as to George Gorsen, individually and as an employee of said corporation.

By "Decision of the Commission", etc., report of compliance was required as follows:

It is further ordered, That the respondent Blauner's, a corporation, shall, within sixty (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 the order contained in said initial decision.

Issued: May 8, 1959.

By the Commission.

[SEAL] ROBERT M. PARRISH, *Secretary.*

[F.R. Doc. 59-4555; Filed, June 1, 1959; 8:46 a.m.]

[Docket 7354]

PART 13—DIGEST OF CEASE AND DESIST ORDERS

Sam Turansky et al.

Subpart—*Advertising falsely or misleadingly:* § 13.285 *Value.* Subpart—*Invoicing products falsely:* § 13.1108 *Invoicing products falsely:* Fur products Labeling Act. Subpart—*Misbranding or mislabeling:* § 13.1212 *Formal regulatory and statutory requirements:* Fur Products Labeling Act. Subpart—*Neglecting, unfairly or deceptively, to make material disclosure:* § 13.1852 *Formal regulatory and statutory requirements:* 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, Sam Turansky and Isadore Dover trading as Turansky & Dover, New York, N.Y., Docket 7354, May 8, 1959]

In the Matter of Sam Turansky and Isadore Dover, as Individuals and as Copartners Trading as Turansky & Dover

This proceeding was heard by a hearing examiner on the complaint of the Commission charging New York furriers with violating the Fur Products Labeling Act by failing to comply with labeling and invoicing requirements, and by advertising in letters to customers which represented the wholesale market values to be certain designated amounts while failing to maintain adequate records as a basis for such claims.

After acceptance of an agreement containing consent order, the hearing examiner made his initial decision and order to cease and desist which became on May 8 the decision of the Commission.

The order to cease and desist is as follows:

It is ordered, That Sam Turansky and Isidore Dover, individually and as copartners trading as Turansky & Dover, or trading under any other name, 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, offering for sale, transportation, or distribution in commerce, of fur products, or in connection with the manufacture for sale, sale, advertising, offering for sale, transportation or distribution of fur products which have been made in whole or in part of fur which has been shipped and received in commerce, as "commerce", "fur" and "fur product" are defined in the Fur Products Labeling Act, do forthwith cease and desist from:

A. Misbranding fur products by:

1. Failing to affix labels to fur products showing:

(a) The name or names of the animal or animals producing the fur or furs contained in the fur product as set forth in the Fur Products Name Guide and as prescribed under the rules and regulations;

(b) That the fur product contains or is composed of used fur, when such is the fact;

(c) That the fur product contains or is composed of bleached, dyed, or otherwise artificially colored fur, when such is the fact;

(d) That the fur product is composed in whole or in substantial part of paws, tails, bellies, or waste fur, when such is the fact;

(e) The name, or other identification issued and registered by the Commission, of one or more persons who manufactured such fur product for introduction into commerce, introduced it into commerce, sold it in commerce, advertised or offered it for sale, in commerce, or transported or distributed it in commerce;

(f) The name of the country of origin of any imported furs contained in a fur product;

(g) The item number or mark assigned to a fur product.

B. Falsely or deceptively invoicing fur products by:

1. Failing to furnish invoices to purchasers of fur products showing:

(a) The name or names of the animal or animals producing the fur or furs contained in the fur products as set forth in the Fur Products Name Guide and as prescribed under the rules and regulations;

(b) That the fur product contains or is composed of used fur, when such is the fact;

(c) That the fur product contains or is composed of bleached, dyed or otherwise artificially colored fur, when such is the fact;

(d) That the fur product is composed in whole or in substantial part of

paws, tails, bellies, or waste fur, when such is the fact;

(e) The name and address of the person issuing such invoice;

(f) The name of the country of origin of any imported furs contained in a fur product;

(g) The item number or mark assigned to a fur product.

C. Making price claims and representations in advertisements respecting prices or values of fur products unless respondents maintain full and adequate records showing the facts upon which such claims and representations are based.

By "Decision of the Commission", etc., report of compliance was required as follows:

It is ordered, That 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 the order to cease and desist.

Issued: May 8, 1959.

By the Commission.

[SEAL] ROBERT M. PARRISH, *Secretary.*

[F.R. Doc. 59-4556; Filed, June 1, 1959; 8:46 a.m.]

SUBCHAPTER C—REGULATIONS UNDER SPECIFIC ACTS OF CONGRESS

PART 303—RULES AND REGULATIONS UNDER THE TEXTILE FIBER PRODUCTS IDENTIFICATION ACT[1]

On February 5, 1959, a notice of proposed rule-making was issued by the Commission and published in the FEDERAL REGISTER on February 10, 1959. Such notice stated that the Commission would on March 10, 1959, at 10:00 a.m., e.s.t., hold a public hearing on proposed rules and regulations under the Textile Fiber Products Identification Act. A draft of the proposed rules and regulations was made a part of the notice, together with other specified matters for consideration on the question of whether additional rules should be promulgated.

Pursuant to such notice public hearing was held on March 10, 1959 and continued through March 12, 1959, and interested persons were afforded the opportunity of participating in the rule-making procedure by submitting orally or in writing on the date of the hearing, or in writing prior to the close of business on March 17, 1959, their views, arguments, or other pertinent data with respect thereto. Those wishing to submit in writing further views, argument or data in response to that submitted on or before the date of hearing, were afforded the opportunity of doing so within ten days after such hearing was closed. All views, arguments, and data presented pursuant to the hearing have been made a part of the record.

After due consideration of the proposed rules and regulations, suggested amendments, revisions, deletions, and additions thereto, together with all views, arguments, and other data submitted, the following rules and regulations under the Textile Fiber Products Identification Act are hereby promulgated and made effective as of March 3, 1960.

Sec.

303.1 Terms defined.
303.2 General requirements.
303.3 Fibers present in amounts of 5 percent or less.
303.4 English language requirement.
303.5 Abbreviations, ditto marks, and asterisks prohibited.
303.6 Generic names of fibers to be used.
303.7 Generic names and definitions for manufactured fibers.
303.8 Procedure for establishing generic names for manufactured fibers.
303.9 Use of fur-bearing animal names and symbols prohibited.
303.10 Fiber content of elastic yarn or material.
303.11 Floor coverings containing backings, fillings, and paddings.
303.12 Trimmings of household textile articles.
303.13 Sale of remnants and products made of remnants.
303.14 Products containing unknown fibers.
303.15 Label and method of affixing.
303.16 Arrangement and disclosure of information on labels.
303.17 Use of fiber trademarks and generic names on labels.
303.18 Labels naming fibers not present.
303.19 Name or other identification required to appear on labels.
303.20 Registered identification numbers.
303.21 Marking of samples, swatches, or specimens and products sold therefrom.
303.22 Products containing linings, interlinings, fillings, and paddings.
303.23 Textile fiber products containing superimposed or added fibers.
303.24 Pile fabrics and products composed thereof.
303.25 Sectional disclosure of content.
303.26 Ornamentation.
303.27 Use of the term "All" or "100 percent."
303.28 Products contained in packages.
303.29 Labeling of pairs or products containing two or more units.
303.30 Textile fiber products in form for consumer.
303.31 Invoice in lieu of label.
303.32 Products containing reused stuffing.
303.33 Country where imported textile fiber products are processed or manufactured.
303.34 Change in form of imported textile fiber products.
303.35 Use of terms "virgin" or "new."
303.36 Form of separate guaranty.
303.37 Form of continuing guaranty from seller to buyer.
303.38 Continuing guaranty filed with Federal Trade Commission.
303.39 Maintenance of records.
303.40 Use of terms in written advertisements which imply presence of a fiber.
303.41 Use of fiber trademarks and generic names in advertising.
303.42 Arrangement of information in advertising textile fiber products.
303.43 Fiber content tolerances.
303.44 Products not intended for uses subject to the act.
303.45 Exclusions from the act.

AUTHORITY: §§ 303.1 to 303.45 issued under sec. 7, 72 Stat. 1717; 15 U.S.C. 70e.

§ 303.1 Terms defined.

As used in this part, unless the context otherwise specifically requires:

(a) The term "Act" means the "Textile Fiber Products Identification Act" (approved September 2, 1958, 85th Congress, 2d Sess.; 15 U.S.C. 70, 72 Stat. 1717).

(b) The terms "rule," "rules," "regulations," and "rules and regulations" mean the rules and regulations prescribed by the Commission pursuant to section 7(c) of the Act.

(c) The definition of terms contained in section 2 of the Act shall be applicable also to such terms when used in rules promulgated under the Act.

(d) The term "United States" means the several States, the District of Columbia, and the Territories and possessions of the United States.

(e) The terms "required information" and "information required" mean such information as is required to be disclosed on labels or invoices and in advertising under the Act and regulations.

(f) The terms "label," "labels," "labeled," and "labeling" mean the stamp, tag, label, or other means of identification, or authorized substitute therefor, required to be on or affixed to textile fiber products by the Act and regulations and on which the information required is to appear.

(g) The terms "marketing or handling" and "marketed or handled," when applied to textile fiber products, mean any one or all of the transactions set forth in section 3 of the Act.

(h) The terms "invoice" and "invoice or other paper" mean a written account,

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[1] The Federal Trade Commission today announced its policy with regard to section 15 of the Textile Fiber Products Identification Act, which states in part that "The Commission shall provide for the exception of any textile fiber product acquired prior to the effective date of this Act." The announcement reads:

"The exception provided by section 15 of the Act shall apply to textile fiber products acquired prior to the effective date of the Act (March 3, 1960) where such products are marketed or handled on or after March 3, 1960 in the same basic form as that in which they were acquired, but shall not apply to textile fiber products manufactured or processed on or after March 3, 1960, from other textile fiber products acquired prior to that date where such manufacturing or processing changes the basic form of the textile fiber product to the extent that it becomes a different type of product. For example, the exception would apply to yarns, fabrics or garments acquired prior to March 3, 1960, which are marketed or handled on or after that date as yarns, fabrics, or garments, respectively, without any change in the form of such products, but such exception would not apply to fabrics manufactured on or after March 3, 1960, from yarns or fibers acquired prior to that date, or to garments manufactured on or after March 3, 1960, from fabrics acquired prior to that date. Fabrics acquired in the greige before March 3, 1960, but processed or finished after that date would not lose their right to exception as a result of such processing or finishing operation.

"On or after March 3, 1960, any person who desires to claim the exception provided by section 15 of the Act must be able to establish by records or other competent means that the products as to which he claims the exception were acquired in the same basic form prior to March 3, 1960, and that he is entitled to the exception claimed."

order, memorandum, list, or catalogue, which is issued to a purchaser, consignee, bailee, correspondent, agent, or any other person, in connection with the marketing or handling of any textile fiber product transported or delivered to such person.

(i) The term "outer coverings of furniture, mattresses, and box springs" means those coverings as are permanently incorporated in such articles.

(j) The term "wearing apparel" means any costume or article of clothing or covering for any part of the body worn or intended to be worn by individuals.

(k) The term "beddings" means sheets, covers, blankets, comforters, pillows, pillowcases, quilts, bedspreads, pads, and all other textile fiber products used or intended to be used on or about a bed or other place for reclining or sleeping but shall not include furniture, mattresses or box springs.

(l) The term "headwear" means any textile fiber product worn exclusively on or about the head or face by individuals.

(m) The term "backings," when applied to floor coverings, means that part of a floor covering to which the pile, face, or outer surface is woven, tufted, hooked, knitted, or otherwise attached, and which provides the structural base of the floor covering. The term "backing" shall also include fabrics attached to the structural base of the floor covering in such a way as to form a part of such structural base, but shall not include the pile, face, or outer surface of the floor covering or any part thereof.

(n) The term "elastic material" means a fabric composed of yarn consisting of an elastomer or a covered elastomer.

(o) The term "coated fabric" means any fabric which is coated, filled, impregnated, or laminated with a continuous-film-forming polymeric composition in such a manner that the weight added to the base fabric is at least 35 percent of the weight of the fabric before coating, filling, impregnation, or lamination.

(p) The term "upholstered product" means articles of furniture containing stuffing and shall include mattresses and box springs.

(q) The term "ornamentation" means any fibers or yarns imparting a visibly discernible pattern or design to a yarn or fabric.

(r) The term "fiber trademark" means a word or words used by a person to identify a particular fiber produced or sold by him and to distinguish it from fibers of the same generic class produced or sold by others. Such term shall not include any trade mark, product mark, house mark, trade name or other name which does not identify a particular fiber.

(s) The term "wool" means the fiber from the fleece of the sheep or lamb or hair of the Angora or Cashmere goat (and may include the so-called specialty fibers from the hair of the camel, alpaca, llama, and vicuna) which has never been reclaimed from any woven or felted wool product.

(t) The term "reprocessed wool" means the resulting fiber when wool has been woven or felted into a wool product which, without ever having been utilized in any way by the ultimate consumer, subsequently has been made into a fibrous state.

(u) The term "reused wool" means the resulting fiber when wool or reprocessed wool has been spun, woven, knitted or felted into a wool product which, after having been used in any way by the ultimate consumer, subsequently has been made into a fibrous state.

§ 303.2 General requirements.

(a) Each textile fiber product, except those exempted or excluded under section 12 of the Act, shall be labeled or invoiced in conformity with the requirements of the Act and regulations.

(b) Any advertising of textile fiber products subject to the Act shall be in conformity with the requirements of the Act and regulations.

(c) The requirements of the Act and regulations shall not be applicable to products required to be labeled under the Wool Products Labeling Act of 1939 (Public Law 76-850, 15 U.S.C. 68, 54 Stat. 1128).

(d) Any person marketing or handling textile fiber products who shall cause or direct a processor or finisher to label, invoice, or otherwise identify any textile fiber product with required information shall be responsible under the Act and regulations for any failure of compliance with the Act and regulations by reason of any statement or omission in such label, invoice, or other means of identification utilized in accordance with his direction: *Provided*, That nothing herein shall relieve the processor or finisher of any duty or liability to which he may be subject under the Act and regulations.

§ 303.3 Fibers present in amounts of 5 percent or less.

(a) In disclosing the constituent fibers in required information, no fiber present in the amount of five percentum or less of the total fiber weight shall be designated by its generic name or fiber trademark, but shall be designated as "other fiber".

(b) Where more than one of such fibers are present in a product, they shall be designated in the aggregate as "other fibers".

§ 303.4 English language requirement.

All required information shall be set out in the English language. If the required information appears in a language other than English, it also shall appear in the English language. The provisions of this section shall not apply to advertisements in foreign language newspapers or periodicals, but such advertising shall in all other respects comply with the Act and regulations.

§ 303.5 Abbreviations, ditto marks, and asterisks prohibited.

(a) In disclosing required information, words or terms shall not be designated by ditto marks or appear in footnotes referred to by asterisks or other symbols in required information, and shall not be abbreviated except as permitted in § 303.33(d).

(b) Where the generic name of a textile fiber is required to appear in immediate conjunction with a fiber trademark in advertising, labeling, or invoicing, a disclosure of the generic name by means of a footnote, to which reference is made by use of an asterisk or other symbol placed next to the fiber trademark, shall not be sufficient in itself to constitute compliance with the Act and regulations.

§ 303.6 Generic names of fibers to be used.

(a) Except where another name is permitted under the Act and regulations, the respective generic names of all fibers present in the amount of more than five percentum of the total fiber weight of the textile fiber product shall be used when naming fibers in the required information; as for example: "cotton," "rayon," "silk," "linen," "nylon," etc.

(b) Where a textile fiber product contains the hair or fiber of a fur-bearing animal present in the amount of more than five percent of the total fiber weight of the product, the name of the animal producing such fiber may be used in setting forth the required information, provided the name of such animal is used in conjunction with the words "fiber," "hair," or "blend;" as for example:

80% Rabbit Hair
20% Nylon
or
80% Silk
20% Mink Fiber

(c) The term "fur fiber" may be used to describe the hair or fur fiber or mixtures thereof of any animal or animals other than the sheep, lamb, Angora goat, Cashmere goat, camel, alpaca, llama or vicuna where such hair or fur fiber or mixture is present in the amount of more than five percent of the total fiber weight of the textile fiber product and no direct or indirect representations are made as to the animal or animals from which the fiber so designated was obtained; as for example:

60% Cotton
40% Fur Fiber
or
50% Nylon
30% Mink Hair
20% Fur Fiber

(d) Where textile fiber products subject to the Act contain (1) wool, (2) reprocessed wool, or (3) reused wool in amounts of more than five percent of the total fiber weight, such fibers shall be designated and disclosed as wool, reprocessed wool, or reused wool as the case may be.

§ 303.7 Generic names and definitions for manufactured fibers.

Pursuant to the provisions of section 7(c) of the Act, the following generic names for manufactured fibers, together with their respective definitions, are hereby established:

(a) *Acrylic.* A manufactured fiber in which the fiber-forming substance is any long chain synthetic polymer composed

of at least 85 percent by weight of acrylonitrile units (-CH_2-CH(CN)-).

(b) *Modacrylic.* A manufactured fiber in which the fiber-forming substance is any long chain synthetic polymer composed of less than 85 percent but at least 35 percent by weight of acrylonitrile units (-CH_2-CH(CN)-).

(c) *Polyester.* A manufactured fiber in which the fiber-forming substance is any long chain synthetic polymer composed of at least 85 percent by weight of an ester of a dihydric alcohol and terephthalic acid (*p*-HOOC-C_6H_4-COOH).

(d) *Rayon.* A manufactured fiber composed of regenerated cellulose, as well as manufactured fibers composed of regenerated cellulose in which substituents have replaced not more than 15 percent of the hydrogens of the hydroxyl groups.

(e) *Acetate.* A manufactured fiber in which the fiber-forming substance is cellulose acetate. Where not less than 92 percent of the hydroxyl groups are acetylated, the term triacetate may be used as a generic description of the fiber.

(f) *Saran.* A manufactured fiber in which the fiber-forming substance is any long chain synthetic polymer composed of at least 80 percent by weight of vinylidene chloride units (-CH_2-CCl_2-).

(g) *Azlon.* A manufactured fiber in which the fiber-forming substance is composed of any regenerated naturally occuring proteins.

(h) *Nytril.* A manufactured fiber containing at least 85 percent of a long chain polymer of vinylidene dinitrile (-CH_2-$C(CN)_2$-) where the vinylidene dinitrile content is no less than every other unit in the polymer chain.

(i) *Nylon.* A manufactured fiber in which the fiber-forming substance is any long chain synthetic polyamide having recurring amide groups (-C(=O)-NH-) as an integral part of the polymer chain.

(j) *Rubber.* A manufactured fiber in which the fiber-forming substance is comprised of natural or synthetic rubber.

(k) *Spandex.* A manufactured fiber in which the fiber-forming substance is a long chain synthetic polymer comprised of at least 85 percent of a segmented polyurethane.

(l) *Vinyl.* A manufactured fiber in which the fiber-forming substance is any long chain synthetic polymer composed of at least 50 percent by weight of vinyl alcohol units (-CH_2?CHOH-), and in which the total of the vinyl alcohol units and any one or more of the various acetal units is at least 85 percent by weight of the fiber.

(m) *Olefin.* A manufactured fiber in which the fiber-forming substance is any long chain synthetic polymer composed of at least 85 percent by weight of ethylene, propylene, or other olefin units.

(n) *Vinyon.* A manufactured fiber in which the fiber-forming substance is any long chain synthetic polymer composed of at least 85 percent by weight of vinyl chloride units (-CH_2-CHCl-).

(o) *Metallic.* A manufactured fiber composed of metal, plastic-coated metal, metal-coated plastic, or a core completely covered by metal.

(p) *Glass.* A manufactured fiber in which the fiber-forming substance is glass.

§ 303.8 Procedure for establishing generic names for manufactured fibers.

(a) Prior to the marketing or handling of a manufactured fiber for which no generic name has been established by the Commission, the manufacturer or producer thereof shall file a written application with the Commission, requesting the establishment of a generic name for such fibers, stating therein:

(1) The reasons why the applicant's fiber should not be identified by one of the generic names established by the Commission in § 303.7;

(2) The chemical composition of the fiber, including the fiber-forming substances and respective percentages thereof, together with samples of the fiber;

(3) Suggested names for consideration as generic, together with a proposed definition for the fiber;

(4) Any other information deemed by the applicant to be pertinent to the application, including technical data in the form of test methods;

(5) The earliest date on which the application proposes to market or handle the fiber in commerce for other than developmental or testing purposes.

(b) Upon receipt of the application, the Commission will, within sixty (60) days, either deny the application or assign to the fiber a numerical or alphabetical symbol for temporary use during further consideration of such application.

(c) After taking the necessary procedure in consideration of the application, the Commission in due course shall establish a generic name or advise the applicant of its refusal to grant the application and designate the proper existing generic name for the fiber.

§ 303.9 Use of fur-bearing animal names and symbols prohibited.

(a) The advertising or the labeling of a textile fiber product shall not contain any names, words, depictions, descriptive matter, or other symbols which connote or signify a fur-bearing animal, unless such product or the part thereof in connection with which the names, words, depictions, descriptive matter, or other symbols are used is a fur product within the meaning of the Fur Products Labeling Act.

(b) Subject to the provisions of paragraph (a) of this section and § 303.6, a textile fiber product shall not be described or referred to in any manner in an advertisement or label with:

(1) The name or part of the name of a fur-bearing animal, whether as a single word or a combination word, or any coined word which is phonetically similar to a fur-bearing animal name, or which is only a slight variation in spelling of a fur-bearing animal name or part of the name. As for example, such terms as "Ermine," "Mink," "Persian," "Broadtail," "Beaverton," "Marmink," "Sablelon," "Lam," "Pershian," "Minx," or similar terms shall not be used.

(2) Any word or name symbolic of a fur-bearing animal by reason of conventional usage or by reason of its close relationship with fur-bearing animals. As for example, such terms as "guard-hair," "underfur," and "mutation," or similar terms, shall not be used.

(c) Nothing contained herein shall prevent the nondeceptive use of animal names or symbols in referring to a textile fiber product where the fur of such animal is not commonly or commercially used in fur products, as that term is defined in the Fur Products Labeling Act; as for example: "kitten soft," "Bear Brand," etc.

§ 303.10 Fiber content of elastic yarn or material.

(a) Where a textile fiber product is made wholly of elastic yarn or material, with minor parts of rigid material for structural purposes, it shall be identified as to the percentage of the elastomer, together with the percentage of all textile coverings of the elastomer and all other yarns or materials used therein.

(b) Where a textile fiber product is made in part of elastic material and in part of other fabric, the fiber content of such fabric shall be set forth sectionally by percentages as in the case of other fabrics. In such cases the elastic material may be disclosed by describing the material as elastic followed by a listing in order of predominance by weight of the fibers used in such elastic, including the elastomer, where such fibers are present by five percentum or more. An example of labeling under this paragraph is:

Front and back rigid sections:
50% Acetate,
50% Cotton.
Elastic: Rayon, cotton, nylon, rubber.

§ 303.11 Floor coverings containing backings, fillings, and paddings.

In disclosing the required fiber content information as to floor coverings containing exempted backings, fillings, or paddings, the disclosure shall be made in such manner as to indicate that it relates only to the face, pile, or outer surface of the floor covering and not to the backing, filling, or padding. Examples of the form of marking these types of floor coverings as to fiber content are as follows:

100% Cotton Pile

Face—60% Rayon, 40% Cotton

Outer Surface—100% Wool

§ 303.12 Trimmings of household textile articles.

(a) Trimmings incorporated in articles of wearing apparel and other household textile articles may, among other forms of trim, include (1) rick-rack, tape, belting, binding, braid, labels (either required or non-required), collars, cuffs, wrist bands, leg bands, waist bands, gussets, gores, welts, and findings, including superimposed garters in hosiery, and elastic materials and threads inserted in or added to the basic product or garment in minor proportion for holding, reinforcing or similar structural

purposes; (2) decorative trim, whether applied by embroidery, overlay, applique, or attachment; and (3) decorative patterns or designs which are an integral part of the fabric out of which the household textile article is made: *Provided*, That such decorative trim or decorative pattern or design, as specified in subparagraphs (2) and (3) of this paragraph, does not exceed 15 percent of the surface area of the household textile article.

If no representation is made as to the fiber content of the decorative trim or decoration, as provided for in subparagraphs (2) and (3) of this paragraph, the fiber content designation of the basic fabric shall be followed by the statement "exclusive of decoration."

(b) The term "findings" may also include elastic material which constitutes a part of the basic fabric or material out of which the household textile article is made, where such elastic material does not exceed 20 percent of the surface area of the household textile article: *Provided*, That the required information as to fiber content of products subject to this subsection is followed by the statement "exclusive of elastic."

§ 303.13 Sale of remnants and products made of remnants.

(a) In disclosing the required fiber content information as to remnants of fabric which are for practical purposes of unknown or undeterminable fiber content:

(1) The fiber content disclosure of such remnants of fabrics may be designated in the required information as "remnants of undetermined fiber content."

(2) Where such remnants of fabrics are displayed for sale at retail, a conspicuous sign may, in lieu of individual labeling, be used in immediate conjunction with such display, stating with respect to required fiber content disclosure that the goods are "remnants of undetermined fiber content."

(3) Where textile fiber products are made of such remnants, the required fiber content information of the products may be disclosed as "made of remnants of undetermined fiber content."

If any representations as to fiber content are made with respect to such remnants, the provisions of this paragraph shall not apply.

(b) Where remnants of fabrics are marketed or handled in bales, bundles, or packages and are all of the same fiber content or are designated in the manner permitted by paragraph (a) of this section, the individual remnants need not be labeled if the bales, bundles, or packages containing such remnants are labeled with the required information including fiber content percentages or the designation permitted by paragraph (a) of this section.

(c) Where remnants of fabrics of the same fiber content are displayed for sale at retail, a conspicuous sign may, in lieu of individual labeling, be used in immediate conjunction with such display, stating the fiber content information with respect to such remnants; as for example: "remnants, 100 percent cotton," "remnants, 50 percent rayon, 50 percent acetate," etc.

§ 303.14 Products containing unknown fibers.

(a) Where a textile fiber product is made from miscellaneous scraps, rags, odd lots, textile by-products, or waste materials of unknown, and for practical purposes, undeterminable fiber content, the required fiber content disclosure may, when truthfully applicable, indicate that such product is composed of miscellaneous scraps, rags, odd lots, textile by-products, or waste materials, as the case may be, of unknown or undetermined fiber content; as for example:

Made of miscellaneous scraps of undetermined fiber content

Made of miscellaneous rags of undetermined fiber content

Made of miscellaneous odd lots of undetermined fiber content

Made of miscellaneous textile by-products of undetermined fiber content

Made of miscellaneous waste materials of undetermined fiber content

No representation as to fiber content shall be made as to any textile fiber product designated as being composed of undetermined fibers. If any representation as to fiber content is made with reference to such products, a full fiber content disclosure shall be required.

(b) Nothing contained in this section shall excuse a full disclosure as to fiber content if the same is known or practically ascertainable.

§ 303.15 Label and method of affixing.

The label required to be on or affixed to the textile fiber product shall be such as is appropriate to the nature and type of product. Such label shall be conspicuously affixed to the product or, where permitted, its package or container in a secure manner and shall be of such durability as to remain on and attached thereto throughout the sale, resale, distribution and handling of the product, and, except where otherwise provided, shall remain on or be firmly affixed to the product or, where permitted, its package or container when sold and delivered to the ultimate consumer.

§ 303.16 Arrangement and disclosure of information on labels.

(a) The information with respect to textile fiber products required to be shown and displayed upon the label shall be that which is required by the Act and regulations, including the following:

(1) The generic names and percentages by weight of the constituent fibers present in the textile fiber product, exclusive of permissive ornamentation, in amounts of more than five percentum in order of predominance by weight with any percentage of fiber or fibers required to be designated as "other fiber" or "other fibers" appearing last.

(2) The name, provided for in § 303.19, or registered identification number issued by the Commission, of the manufacturer or of one or more persons marketing or handling the textile fiber product.

(3) If such textile fiber product is an imported product, the name of the country where such product was processed or manufactured.

(b) All parts of the required information shall be conspicuously and separately set out on the same side of the label in such a manner as to be clearly legible and readily accessible to the prospective purchaser, and all parts of the fiber content information shall appear in type or lettering of equal size and conspicuousness: *Provided, however*, That the required name or registered identification number may appear on the reverse side of the label if it is conspicuous and accessible: *And provided further*, That the required name may be conspicuously set out on a separate label which is prominently and conspicuously displayed in close proximity to the label containing the other required information. Where only one end of a cloth label is sewn to the product in such a manner that both sides of the label are readily accessible to the prospective purchaser, the required fiber content information may appear on the reverse side of the label if the front side of such label clearly and conspicuously shows the wording "Fiber Content on Reverse Side." On products as to which sectional disclosure is used, an additional non-deceptive label may be used showing the complete fiber content information as to a particular section or area of the product.

(c) Subject to the provisions of § 303.17, if non-required information or representations are placed on the label or elsewhere on the product, such non-required information or representation shall be set forth separate and apart from the required information and shall not interfere with, minimize, detract from, or conflict with such required information, nor shall such non-required information in any way be false or deceptive as to fiber content.

(d) Non-deceptive terms which are properly and truthfully descriptive of a fiber may be used in conjunction with the generic name of such fiber; as for example: "100 percent cross-linked rayon," "100 percent solution dyed acetate," "100 percent combed cotton," "100 percent nylon 66," etc.

§ 303.17 Use of fiber trademarks and generic names on labels.

(a) A non-deceptive fiber trademark may be used on a label in conjunction with the generic name of the fiber to which it relates. Where such a trademark is placed on a label in conjunction with the required information, the generic name of the fiber must appear in immediate conjunction therewith, and such trademark and generic name must appear in type or lettering of equal size and conspicuousness.

(b) Where a generic name or a fiber trademark is used on any label, whether required or non-required, a full and complete fiber content disclosure shall be made in accordance with the Act and regulations the first time the generic name or fiber trademark appears on the label.

(c) If a fiber trademark is not used in the required information, but is used elsewhere on the label as non-required information, the generic name of the fiber shall accompany the fiber trademark in legible and conspicuous type or lettering the first time the trademark is used.

(d) No fiber trademark or generic name shall be used in non-required information on a label in such a manner as to be false, deceptive, or misleading as to fiber content, or to indicate directly or indirectly that a textile fiber product is composed wholly or in part of a particular fiber, when such is not the case.

§ 303.18 Labels naming fibers not present.

Words, symbols, or depictions which constitute or imply the name or designation of a fiber which is not present in the product shall not appear on labels.

§ 303.19 Name or other identification required to appear on labels.

(a) The name required by the Act to be used on labels shall be the name under which the person is doing business. Where a person has a word trademark, used as a house mark, registered in the United States Patent Office, such word trademark may be used on labels in lieu of the name otherwise required: *Provided,* The owner of such word trademark furnishes the Commission a copy of the registration prior to its use. No trademark, trade names, or other names except those provided for above shall be used for required identification purposes.

(b) Registered identification numbers, as provided for in § 303.20, may be used for identification purposes in lieu of the required name.

§ 303.20 Registered identification numbers.

(a) Registered numbers for use as the required identification in lieu of the name on textile fiber product labels, as provided in section 4(b)(3) of the Act, will be issued by the Commission to qualified persons residing in the United States upon receipt of an application duly executed in the form set out in paragraph (d) of this section.

(b)(1) Registered identification numbers shall be used only by the person or concern to whom they are issued, and such numbers are not transferable or assignable.

(2) Registered identification numbers shall be subject to cancellation whenever any such number was procured or has been used improperly or contrary to the requirements of the Acts administered by the Federal Trade Commission, and regulations promulgated thereunder, or when otherwise deemed necessary in the public interest.

(c) Registered identification numbers assigned under this section may be used on labels required in labeling products subject to the provisions of the Wool Products Labeling Act and Fur Products Labeling Act, and numbers previously assigned by the Commission under such Acts may be used as and for the required name in labeling under this Act. When so used by the person or firm to whom assigned, the use of the numbers shall be construed as identifying and binding the applicant as fully and in all respects as though assigned under the specific Act for which it is used.

(d) Form of application for registered identification number (printed forms are available upon request at the offices of the Commission):

APPLICATION FOR REGISTERED IDENTIFICATION NUMBER

To the Federal Trade Commission,
Washington 25, D.C.

The undersigned, _____,
(Full name of applicant)

a _____
(Corporation, partnership or proprietorship)

residing in the United States and having principal office and place of business at _____,
(Street and number)

_____, _____
(City) (State or Territory)

being engaged in the marketing and handling of textile fiber products, as defined in the Textile Fiber Products Identification Act, hereby makes application to the Federal Trade Commission for a registered identification number for use on required labels.

The undersigned is engaged in the _____
(Manufacturing, distributing, etc.)

of the following products _____
(List products)

Dated, signed and executed this _____ day of _____ 19__ at _____,
(City)

_____
(State or Territory)

(If firm is a partnership list partners below)

_____ _____
(Please type or print) (Name under which business is conducted)

_____ _____
(Signature of proprietor, partner, or authorized official.)

[Impression of corporate seal if corporation]

EXECUTION

State of _____ }
County of _____ } *ss*

On this _____ day of _____ 19__, before me personally appeared the said _____ proprietor, partner (strike non-applicable words) _____
(If corporation, give title of authorized official)

of _____, to me personally known, and acknowledged the execution of the foregoing instrument on behalf of the firm, for the uses and purposes therein stated.
(Name of company)

[Impression of Notary seal required here.]

_____
Notary Public in and for County of _____
State of _____
My commission expires _____

§ 303.21 Marking of samples, swatches, or specimens and products sold therefrom.

(a) Where samples, swatches, or specimens of textile fiber products subject to the Act are used to promote or effect sales of such textile fiber products, the samples, swatches, or specimens, as well as the products themselves, shall be labeled to show their respective fiber contents and other required information: *Provided,* That such samples, swatches or specimens need not be labeled:

(1) If the samples, swatches, or specimens are less than two square inches in area and the information otherwise required to appear on the label is clearly, conspicuously, and non-deceptively disclosed on accompanying promotional matter in accordance with the Act and regulations;

(2) If the samples, swatches, or specimens are keyed to a catalogue to which reference is necessary in order to complete the sale of the textile fiber products, and which catalogue at the necessary point of reference clearly, conspicuously, and non-deceptively discloses the information otherwise required to appear on the label in accordance with the Act and regulations; or

(3) If such samples, swatches, or specimens are not used to effect sales to ultimate consumers and are not in the form intended for sale or delivery to, or for use by, the ultimate consumer, and are accompanied by an invoice or other paper showing the required information.

(b) Where properly labeled samples, swatches, or specimens are used to effect the sale of articles of wearing apparel or other household textile articles which are manufactured specifically for a particular customer after the sale is consummated, the articles of wearing apparel or other household textile articles need not be labeled if they are of the same fiber content as the samples, swatches, or specimens from which the sale was effected and an invoice or other paper accompanies them showing the information otherwise required to appear on the label.

§ 303.22 Products containing linings, interlinings, fillings, and paddings.

In disclosing the required information as to textile fiber products, the fiber content of any linings, interlinings, fillings, or paddings shall be set forth separately and distinctly if such linings, interlinings, fillings, or paddings are incorporated in the product for warmth rather than for structural purposes, or if any express or implied representations are made as to their fiber content. Examples are as follows:

100% Nylon

Interlining: 100% Rayon

Covering: 100% Rayon

Filling: 100% Cotton.

§ 303.23 Textile fiber products containing superimposed or added fibers.

Where a textile fiber product is made wholly of one fiber or a blend of fibers with the exception of an additional fiber in minor proportion superimposed or added in certain separate and distinct areas or sections for reinforcing or other useful purposes, the product may be designated according to the fiber content of the principal fiber or blend of fibers, with an exception naming the superimposed or added fiber, giving the percentage thereof in relation to the total fiber weight of the principal fiber or blend of fibers, and indicating the area or section which contains the superimposed or added fiber. Examples of this type of

fiber content disclosure, as applied to products having reinforcing fibers added to a particular area or section, are as follows:

55% Cotton

45% Rayon

Except 5% Nylon added to toe and heel.

All Cotton except 1% Nylon added to neckband.

§ 303.24 Pile fabrics and products composed thereof.

The fiber content of pile fabrics or products composed thereof may be stated on the label in such segregated form as will show the fiber content of the face or pile and of the back or base, with percentages of the respective fibers as they exist in the face or pile and in the back or base: *Provided*, That in such disclosure the respective percentages of the face and back be given in such manner as will show the ratio between the face and the back. Examples of the form of marking pile fabric as to fiber content provided for in this section are as follows:

100% Nylon Pile

100% Cotton Back

(Back constitutes 60% of fabric and pile 40%).

Face—60% Rayon, 40% Nylon

Back—70% Cotton, 30% Rayon

(Face constitutes 60% of fabric and back 40%).

§ 303.25 Sectional disclosure of content.

(a) *Permissive.* Where a textile fiber product is composed of two or more sections which are of different fiber composition, the required information as to fiber content may be separated in the same label in such manner as to show the fiber composition of each section.

(b) *Mandatory.* The disclosure as above provided shall be made in all instances where such form of marking is necessary to avoid deception.

§ 303.26 Ornamentation.

(a) (1) Where the textile fiber product contains fiber ornamentation not exceeding five percentum of the total fiber weight of the product and the stated percentages of the fiber content are exclusive of such ornamentation, the label or any invoice used in lieu thereof shall contain a phrase or statement showing such fact; as for example:

60% Cotton

40% Rayon

Exclusive of Ornamentation.

or

All Cotton

Exclusive of Ornamentation.

(2) The fiber content of such ornamentation may be disclosed where the percentage of the ornamentation in relation to the total fiber weight of the principal fiber or blend of fibers is shown; as for example:

70% Nylon

30% Acetate

Exclusive of 4% Metallic Ornamentation.

or

100% Rayon

Exclusive of 3% Silk Ornamentation.

(b) Where the fiber ornamentation exceeds five percentum, it shall be included in the statement of required percentages of fiber content.

(c) Where the ornamentation constitutes a distinct section of the product, sectional disclosure may be made in accordance with § 303.25.

§ 303.27 Use of the term "All" or "100%."

Where a textile fiber product or part thereof is comprised wholly of one fiber, other than any fiber ornamentation, decoration, elastic, or trimming as to which fiber content disclosure is not required, either the word "All" or the term "100%" may be used in labeling, together with the correct generic name of the fiber and any qualifying phrase, when required; as for example: "100% Cotton," "All Rayon, Exclusive of Ornamentation," "100% Acetate, Exclusive of Decoration," "All Nylon, Exclusive of Elastic," etc.

§ 303.28 Products contained in packages.

Where it is the common or accepted practice of the distributor of textile fiber products contained in packages to break the package and sell or deliver individual products therefrom, each individual product or unit contained therein shall be labeled with the required information by the person initially packaging the products.

§ 303.29 Labeling of pairs or products containing two or more units.

(a) Where a textile fiber product consists of two or more parts, units, or items of different fiber content, a separate label containing the required information shall be affixed to each of such parts, units, or items showing the required information as to such part, unit, or item, irrespective of whether such parts, units, or items are marketed and handled together and in combination with each other.

(b) Where garments, wearing apparel, or other textile fiber products are marketed or handled in pairs or ensembles of the same fiber content, only one unit of the pair or ensemble need be labeled with the required information when sold and delivered to the ultimate consumer.

§ 303.30 Textile fiber product in form for consumer.

A textile fiber product shall be considered to be in the form intended for sale or delivery to, or for use by, the ultimate consumer when the manufacturing or processing of the textile fiber product is substantially complete. The fact that minor or insignificant details of the manufacturing or processing have not been completed shall not excuse the labeling of such products as to the required information. For example, a garment must be labeled even though such matters as the finishing of a hem or cuff or the affixing of buttons thereto remain to be completed.

§ 303.31 Invoice in lieu of label.

Where a textile fiber product is not in the form intended for sale, delivery to, or for use by the ultimate consumer, an invoice or other paper may be used in lieu of a label, and such invoice or other paper shall show, in addition to the name and address of the person issuing the invoice or other paper, the fiber content of such product as provided in the Act and regulations as well as any other required information.

§ 303.32 Products containing reused stuffing.

Any upholstered product, mattress, or cushion which contains stuffing which has been previously used as stuffing in any other upholstered product, mattress, or cushion shall have securely attached thereto a substantial tag or label, at least 2 inches by 3 inches in size, and statements thereon conspicuously stamped or printed in the English language and in plain type not less than ⅛ inch high, indicating that the stuffing therein is composed in whole or in part of "reused stuffing," "secondhand stuffing," "previously used stuffing," or "used stuffing."

§ 303.33 Country where imported textile fiber products are processed or manufactured.

(a) In addition to the other information required by the Act and regulations, each imported textile fiber product shall be labeled with the name of the country where such imported product was processed or manufactured.

(b) The term "country" means the political entity known as a nation. Colonies, possessions, or protectorates outside the boundaries of the mother country shall be considered separate countries, and the name thereof shall be deemed acceptable in designating the country where the textile fiber product was processed or manufactured unless the Commission shall otherwise direct.

(c) The country where the imported textile fiber product was principally made shall be considered to be the country where such textile fiber product was processed or manufactured. Further work or material added to the textile fiber product in another country must effect a basic change in form in order to render such other country the place where such textile fiber product was processed or manufactured.

(d) The English name of the country where the imported textile fiber product was processed or manufactured shall be used. The adjectival form of the name of the country will be accepted as the name of the country where the textile fiber product was processed or manufactured, provided the adjectival form of the name does not appear with such other words so as to refer to a kind or species of product. Variant spellings which clearly indicate the English name of the country, such as Brasil for Brazil and Italie for Italy, are acceptable. Abbreviations which unmistakably indicate the name of a country, such at "Gt. Britain" for "Great Britain," are acceptable.

(e) Nothing in this rule shall be construed as limiting in any way the information required to be disclosed on labels under the provisions of any Tariff Act of the United States or regulations prescribed by the Secretary of the Treasury.

§ 303.34 Change in form of imported textile fiber products.

(a) Where the form of an imported textile fiber product is not basically changed, the country where such product was originally manufactured or processed shall be set out in the required information. As for example, a fabric imported into the United States in the greige but finished and dyed in this country must show the country where the fabric was manufactured or processed.

(b) Where a textile fiber product is made in the United States from imported textile fiber products the country where such imported textile fiber products were manufactured or processed need not be disclosed. As for example, the labeling of a shirt manufactured in this country out of an imported fabric need not disclose the country where the fabric was manufactured or processed.

§ 303.35 Use of terms "virgin" or "new."

The terms "virgin" or "new" as descriptive of a textile fiber product, or any fiber or part thereof, shall not be used when the product or part so described is not composed wholly of new or virgin fiber which has never been reclaimed from any spun, woven, knitted, felted, bonded, or similarly manufactured product.

§ 303.36 Form of separate guaranty.

(a) The following are suggested forms of separate guaranties under section 10 of the Act which may be used by a guarantor residing in the United States on or as part of an invoice or other paper relating to the marketing or handling of any textile fiber products listed and designated therein, and showing the date of such invoice or other paper and the signature and address of the guarantor.

(1) *General form.* We guarantee that the textile fiber products specified herein are not misbranded nor falsely nor deceptively advertised or invoiced under the provisions of the Textile Fiber Products Identification Act and rules and regulations thereunder.

(2) *Guaranty based on guaranty.* Based upon a guaranty received, we guarantee that the textile fiber products specified herein are not misbranded nor falsely nor deceptively advertised or invoiced under the provisions of the Textile Fiber Products Identification Act and rules and regulations thereunder.

NOTE: The printed name and address on the invoice or other paper will suffice to meet the signature and address requirements.

(b) The mere disclosure of required information including the fiber content of a textile fiber product on a label or on an invoice or other paper relating to its marketing or handling shall not be considered a form of separate guaranty.

§ 303.37 Form of continuing guaranty from seller to buyer.

Under section 10 of the Act, a seller residing in the United States may give a buyer a continuing guaranty to be applicable to all textile fiber products sold or to be sold. The following is the prescribed form of continuing guaranty from seller to buyer:

We, the undersigned, guarantee that all textile fiber products now being sold or which may hereafter be sold or delivered to _____ are not, and will not be misbranded nor falsely nor deceptively advertised or invoiced under the provisions of the Textile Fiber Products Identification Act and rules and regulations thereunder. This guaranty effective until _____.

Dated, signed, and executed this _____ day of _____, 19__, at _____, (City)

_____ (State or territory)

[Impression of corporate seal, if corporation.]

_____ Name under which business is conducted.

_____ Signature of proprietor, partner, or authorized official.)

EXECUTION

State of _____ } ss
County of _____ }

On this _____ day of _____, 19__, before me personally appeared the said _____ _____ proprietor, partner (strike non-applicable words) _____

_____ (If corporation, give title of authorized official)

of _____, to me personally (Name of company) known, and acknowledged the execution of the foregoing instrument on behalf of the firm, for the uses and purposes therein stated.

[Impression of Notary seal required here.]

_____ Notary Public in and for County of _____ State of _____ My commission expires _____

§ 303.38 Continuing guaranty filed with Federal Trade Commission.

(a) (1) Under section 10 of the Act any person residing in the United States and marketing or handling textile fiber products may file a continuing guaranty with the Federal Trade Commission. When filed with the Commission a continuing guaranty shall be fully executed in duplicate and execution of each copy shall be acknowledged before a notary public. Forms for use in preparing continuing guaranties will be supplied by the Commission upon request.

(2) Continuing guaranties filed with the Commission shall continue in effect until revoked. The guarantor shall promptly report any change in business status to the Commission.

(b) Prescribed form of continuing guaranty:

CONTINUING GUARANTY

The undersigned, _____, (Full name of guarantor) a _____, (Corporation, partnership, or proprietorship) residing in the United States, and having principal office and place of business at _____, _____, (Street and number) (City)

_____ (State or Territory)

and engaged in manufacturing, marketing or handling textile fiber products, hereby guarantees that every such textile fiber product contained in each shipment, or other delivery, made by the guarantor will not be misbranded or falsely or deceptively invoiced or advertised within the meaning of the Textile Fiber Products Identification Act and the rules and regulations thereunder.

Dated, signed, and executed this _____ day of _____, 19__, at _____, (City)

_____ (State or Territory)

[Impression of corporate seal, if corporation.]

_____ (Name under which business is conducted)

_____ (Signature of proprietor, partner, or authorized official of corporation.)

EXECUTION

State of _____ } ss
County of _____ }

On this _____ day of _____, 19__, before me personally appeared the said _____ _____ proprietor, partner (strike non-applicable words) _____

_____ (If corporation, give title of authorized official)

of _____, to me personally known, and acknowledged the execution of the foregoing instrument on behalf of the firm, for the uses and purposes therein stated.

[Impression of Notary seal required here.]

_____ Notary Public in and for County of _____ State of _____ My commission expires _____

(c) Any person who has a continuing guaranty on file with the Commission may, during the effective dates of the guaranty, give notice of such fact by setting forth on the invoice or other paper covering the marketing or handling of the product guaranteed the following:

Continuing guaranty under the Textile Fiber Products Identification Act filed with the Federal Trade Commission.

(d) Any person who falsely represents in writing that he has a continuing guaranty on file with the Federal Trade Commission when such is not a fact shall be deemed to have furnished a false guaranty under section 10(b) of the Act.

§ 303.39 Maintenance of records.

(a) Pursuant to the provisions of section 6 of the Act, every manufacturer of a textile fiber product subject to the Act, irrespective of whether any guaranty has been given or received, shall maintain written records showing the fiber content as required by the Act of all such textile fiber products made by such manufacturer.

The records so maintained shall show:

(1) The percentage of each fiber placed in each style, lot, or description, as applicable to the textile fiber products of such manufacturer in the form of a fiber, yarn, fabric, or other form; and

(2) Such numbers, information, marks, or descriptions as will identify the said records with the respective textile fiber products to which they relate.

Manufacturers shall also keep and maintain as records under the Act all purchase and sales invoices, purchase and sales contracts, labels, manufacturing contracts, orders, or duplicate copies thereof; and factory records, business correspondence, and other pertinent documents and data applicable to the purchase, receipt, use, and disposition of all raw stocks, fiber, yarn, fabric, or

other manufactured materials obtained by the manufacturer.

(b) Any person substituting a stamp, tag, label, or other identification pursuant to section 5(b) of the Act shall keep such records as will show the information set forth on the stamp, tag, label, or other identification that he removed and the name or names of the person or persons from whom such textile fiber product was received.

(c) The records required to be maintained pursuant to the provisions of this rule shall be preserved for at least three years.

§ 303.40 Use of terms in written advertisements which imply presence of a fiber.

The use of terms in written advertisements which are descriptive of a method of manufacture, construction, or weave, and which by custom and usage are also indicative of a textile fiber or fibers, or the use of terms in such advertisements which constitute or connote the name or presence of a fiber or fibers, shall be deemed to be an implication of fiber content under section 4(c) of the Act, except that the provisions of this section shall not be applicable to non-deceptive shelf or display signs in retail stores indicating the location of textile fiber products and not intended as advertisements.

§ 303.41 Use of fiber trademarks and generic names in advertising.

(a) In advertising textile fiber products, the use of a fiber trademark shall require a full disclosure of the fiber content information required by the Act and regulations in at least one instance in the advertisement.

(b) Where a fiber trademark is used in advertising textile fiber products containing more than one fiber, other than permissible ornamentation, such fiber trademark and the generic name of the fiber must appear in the required fiber content information in immediate proximity and conjunction with each other in plainly legible type or lettering of equal size and conspicuousness.

(c) Where a fiber trademark is used in advertising textile fiber products containing only one fiber, other than permissive ornamentation, such fiber trademark and the generic name of the fiber must appear in immediate proximity and conjunction with each other in plainly legible and conspicuous type or lettering at least once in the advertisement.

(d) Where a fiber trademark or generic name is used in non-required information in advertising, such fiber trademark or generic name shall not be used in such a manner as to be false, deceptive, or misleading as to fiber content, or to indicate, directly or indirectly, that a textile fiber product is composed wholly or in part of a particular fiber, when such is not the case.

§ 303.42 Arrangement of information in advertising textile fiber products.

(a) Where a textile fiber product is advertised in such manner as to require disclosure of the information required by the Act and regulations, all parts of the required information shall be stated in immediate conjunction with each other in legible and conspicuous type or lettering of equal size and prominence. In making the required disclosure of the fiber content of the product, the generic names of the fibers present in amounts of more than five percentum of the total fiber weight of the product shall appear in order of predominance by weight, to be followed by the designation "other fiber" or "other fibers" if a fiber or fibers be present in amounts of five percentum or less.

(b) Non-required information or representations shall in no way be false, deceptive, or misleading as to fiber content and shall not include any names, terms, or representations prohibited by the Act and regulations. Such non-required information or representations shall not be set forth or so used as to interfere with, minimize, or detract from the required information.

(c) Non-deceptive terms which are properly and truthfully descriptive of a fiber may be used in conjunction with the generic name of such fiber; as for example: "cross-linked rayon," "solution dyed acetate," "combed cotton," "nylon 66," etc.

§ 303.43 Fiber content tolerances.

(a) A textile fiber product which contains more than one fiber shall not be deemed to be misbranded as to fiber content percentages if the percentages by weight of any fibers present in the total fiber content of the product, exclusive of permissive ornamentation, do not deviate or vary from the percentages stated on the label in excess of 3 percent of the total fiber weight of the product. For example, where the label indicates that a particular fiber is present in the amount of 40 percent, the amount of such fiber present may vary from a minimum of 37 percent of the total fiber weight of such product to a maximum of 43 percent of the total fiber weight of such product.

(b) Where the percentage of any fiber or fibers contained in a textile fiber product deviates or varies from the percentage stated on the label by more than the tolerance or variation provided in paragraph (a) of this section, such product shall be misbranded unless the person charged proves that the entire deviation or variation from the fiber content percentages stated on the label resulted from unavoidable variations in manufacture and despite the exercise of due care.

(c) Where representations are made to the effect that a textile fiber product is composed wholly of one fiber, the tolerance provided in section 4(b)(2) of the Act and paragraph (a) of this section shall not apply, except as to permissive ornamentation where the textile fiber product is represented to be composed of one fiber "exclusive of ornamentation."

§ 303.44 Products not intended for uses subject to the act.

Textile fiber products intended for uses not within the scope of the Act and regulations or intended for uses in other textile fiber products which are exempted or excluded from the Act shall not be subject to the labeling and invoicing requirements of the Act and regulations: *Provided*, An invoice or other paper covering the marketing or handling of such products is given, which indicates that the products are not intended for uses subject to the Textile Fiber Products Identification Act.

§ 303.45 Exclusions from the act.

(a) Pursuant to section 12(b) of the Act, the Commission hereby excludes from the operation of the Act:

(1) All textile fiber products except:
(i) Articles of wearing apparel;
(ii) Handkerchiefs;
(iii) Scarfs;
(iv) Beddings;
(v) Curtains and casements;
(vi) Draperies;
(vii) Tablecloths, napkins, and doilies;
(viii) Floor coverings;
(ix) Towels;
(x) Wash cloths and dish cloths;
(xi) Ironing board covers and pads;
(xii) Umbrellas and parasols;
(xiii) Batts;
(xiv) Products subject to section 4(h) of the Act;
(xv) Flags;
(xvi) Cushions;
(xvii) All fibers, yarns and fabrics (including narrow fabrics except packaging ribbons);
(xviii) Furniture slip covers and other covers or coverlets for furniture;
(xix) Afghans and throws;
(xx) Sleeping bags;
(xxi) Antimacassars and tidies;
(xxii) Hammocks;
(xxiii) Dresser and other furniture scarfs.

(2) Belts, suspenders, arm bands, permanently knotted neckties, garters, sanitary belts, diaper liners, labels (either required or non-required) individually and in rolls, looper clips intended for handicraft purposes, book cloth, artists' canvases, tapestry cloth, and shoe laces.

(3) All textile fiber products manufactured by the operators of company stores and offered for sale and sold exclusively to their own employees as ultimate consumers.

(4) Coated fabrics and those portions of textile fiber products made of coated fabrics.

(5) Secondhand household textile articles which are discernibly secondhand or which are marked to indicate their secondhand character.

(6) Non-woven products of a disposable nature intended for one-time use only.

(b) The exclusions provided for in paragraph (a) of this section shall not be applicable if any representations as to fiber content of such articles are made, except as to those products excluded by paragraph (a)(6) of this section.

(c) The exclusions from the Act provided in paragraph (a) of this section are in addition to the exemptions from the Act provided in section 12(a) of the Act and shall not affect or limit such exemptions.

Issued: May 20, 1959.

By direction of the Commission.

[SEAL] ROBERT M. PARRISH,
Secretary.

[F.R. Doc. 59-4346; Filed, June 1, 1959; 8:45 a.m.]

Title 43—PUBLIC LANDS: INTERIOR

Chapter I—Bureau of Land Management, Department of the Interior

APPENDIX—PUBLIC LAND ORDERS

[Public Land Order 1861]

[Anchorage 042044]

ALASKA

Withdrawing Lands for Use of the National Park Service as an Administrative Site for the Katmai National Monument; Partly Revoking Air Navigation Site No. 169 of October 15, 1941, and Public Land Order No. 309 of January 5, 1946

By virtue of the authority vested in the President and pursuant to Executive Order No. 10355 of May 26, 1952, it is ordered as follows:

Subject to valid existing rights, the following-described public lands in Alaska are hereby withdrawn from all forms of appropriation under the public land laws, including the mining and mineral leasing laws and the disposal of materials under the act of July 31, 1947 (61 Stat. 681; 30 U.S.C. 601–604) as amended, and reserved for use by the National Park Service, Department of the Interior, as an administrative site in connection with the administration of the Katmai National Monument:

KING SALMON AREA

PARCEL 1

From USC and GS monument B6, being on the center line of NS Runway Station 0+36.5 go S. 3°25′ E., 1,147.05 feet to a point which is identical with the NE corner of the reserve created for the U.S. Fish and Wildlife Service by Public Land Order No. 309 of January 5, 1946; thence S. 27°00′ W., on the easterly boundary of said reserve 400 feet to the point of beginning, thence

S. 62°59′ E., 450 feet;
S. 27°01′ W., 450 feet;
N. 62°59′ W., 450 feet to the easterly line of said withdrawal;
N. 27°01′ E., on said easterly line 450 feet to the point of beginning, provided there shall be reserved therefrom an easement 20 feet in width for an existing road along the westerly boundary of the said described land.

The tract described contains 4.65 acres.

PARCEL 2

From USC and GS monument B6, being on the center line of NS Runway Station 0+36.5, go S. 3°25′ E., 1,147.05 feet to a point which is identical with the NE corner of the reserve created for the U.S. Fish and Wildlife Service by Public Land Order No. 309 of January 5, 1946; thence S. 27°00′ W., on the easterly boundary of said reserve 400 feet to the point of beginning, thence

S. 27°01′ W., 1,191.24 feet to right bank of Naknek River;
N. 58°53′ W., 250.80 feet along the right bank of Naknek River;
N. 27°01′ E., 1,173.30 feet;
S. 63°00′ E., 250.00 feet to the point of beginning.

The tract described contains 6.78 acres.

Public Land Order No. 309 of January 5, 1946, reserving lands for use of the Fish and Wildlife Service as a dock site, and Air Navigation Site Withdrawal No. 169 of October 15, 1941, are hereby revoked so far as they affect the above described lands.

ROGER ERNST,
Assistant Secretary of the Interior.

MAY 26, 1959.

[F.R. Doc. 59–4558; Filed, June 1, 1959; 8:46 a.m.]

[Public Land Order 1862]

[Fairbanks 014030]

ALASKA

Withdrawing Public Lands for Use of the Department of the Air Force for Military Purposes; North River Air Force Station

By virtue of the authority vested in the President and pursuant to Executive Order No. 10355 of May 26, 1952, it is ordered as follows:

Subject to valid existing rights, the following-described public land in Alaska is hereby withdrawn from all forms of appropriation under the public land laws, including the mining and the mineral-leasing laws but not the disposal of materials under the act of July 31, 1947 (61 Stat. 681; 30 U.S.C. 601–604) as amended, and reserved for use of the Department of the Air Force for military purposes:

UNALAKLEET AREA

Beginning at a point at approximate latitude 63°53′ N., longitude 160°31′ W., which bears W. 250 feet from local Station Alice, thence

North, 300 feet;
East, 600 feet;
South, 600 feet;
West, 600 feet;
North, 300 feet to the point of beginning.

The tract described contains 8.262 acres.

ROGER ERNST,
Assistant Secretary of the Interior.

MAY 26, 1959.

[F.R. Doc. 59–4559; Filed, June 1, 1959; 8:46 a.m.]

[Public Land Order 1863]

[Anchorage 017473]

ALASKA

Correcting Public Land Order No. 1762 of December 2, 1958

The reference to section 7 in that portion of paragraph 3(a) of Public Land Order No. 1762 of December 2, 1958 (27 F.R. 9485–86), reading "North, 1,320 feet to a point in the north boundary of Lot 4, Section 7" is corrected to read "Section 6."

ROGER ERNST,
Assistant Secretary of the Interior.

MAY 26, 1959.

[F.R. Doc. 59–4560; Filed, June 1, 1959; 8:47 a.m.]

Title 15—COMMERCE AND FOREIGN TRADE

Chapter III—Bureau of Foreign Commerce, Department of Commerce

[9th Gen. Rev. of Export Regs. Amdt. 18]

PART 382—DENIAL OF EXPORT PRIVILEGES

Table of Denial and Probation Orders

Section 382.51 *Supplement 1; Table of denial and probation orders currently in effect*, paragraph (b) *Table of denial and probation orders* is amended by deleting the following entry:

Name and address	Effective date of order	Expiration date of order	Export privileges affected	FEDERAL REGISTER citation
Comptoir Commercial Andre et Cie. S.A., 4 bis rue du Bouloi, Paris 1, France. Branches at: Bordeaux, Marseille, and Strasbourg, France; Casablanca, Morocco.	10-8-58	Indefinite...	General and validated licenses, all commodities, any destination, also exports to Canada. (Party related to CEEI, which see.)	23 F.R. 7931, 10-14-58.

(Sec. 3, 63 Stat. 7; 50 U.S.C. App. 2023. E.O. 9630, 10 F.R. 12245, 3 CFR, 1945 Supp., E.O. 9919, 13 F.R. 59, 3 CFR, 1948 Supp.)

LORING K. MACY,
Director,
Bureau of Foreign Commerce.

[F.R. Doc. 59–4571; Filed, June 1, 1959; 8:48 a.m.]

SUBCHAPTER B—EXPORT REGULATIONS

[9th Gen. Rev. of Export Regs. Amdt. P. L. 12[1]]

PART 399—POSITIVE LIST OF COMMODITIES AND RELATED MATTERS

Miscellaneous Amendments

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

[1] This amendment was published in Current Export Bulletin 816, dated May 21, 1959.

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

Dept. of Commerce Schedule B No.	Commodity description	Unit	Processing code and related commodity group	GLV dollar value limits	Validated license required	Commodity lists
	Metal manufactures, n.e.c., and parts, n.e.c.:					
	Metal manufactures, n.e.c., and parts, n.e.c., except iron and steel and except precious metals:					
61995	Cobalt foil and cobalt alloy foil [1]	Lb.	MINL 5	100	RO	A
61995	Molybdenum foil and molybdenum alloy foil [1]	Lb.	MINL 3	100	RO	A
61995	Nickel alloy foil containing 32 percent or more nickel.[1]	Lb.	NONF 7	100	RO	A
61995	Nickel foil; and nickel alloy foil containing less than 32 percent nickel.	Lb.	NONF 6	100	R	--------
	Bending machines and roll forming machines (except presses and wire working machines):					
74463	Portable pipe bending machines capable of bending pipe of 16-inch diameter and over.	No.	TOOL 4	None	RO	--------

[1] On or after July 6, 1959 an Import Certificate (or a Hong Kong Import License) will be required in support of a license application covering exports of this commodity to the countries specified in § 373.2 of this chapter.

This part of the amendment shall become effective as of May 28, 1959.

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

Dept. of Commerce Schedule B No.	Commodity description	Unit	Processing code and related commodity group	GLV dollar value limits	Validated license required
	Synthetic rubbers, excluding compounded or semiprocessed. (Report synthetic liquid latex in terms of total dry latex solids (TDLS).) [Report compounded or semiprocessed rubber in 20105]:				
	Synthetic rubbers, n.e.c.:				
20098	Alkyl polysulfide liquid polymers (e.g., Thiokol L.P.) (2) [9]	Lb.	RUBR 1	None	RO
20098	Fluorinated synthetic rubbers (specify type). (4) [9]	Lb.	RUBR 1	None	RO
20105	Fluorinated silicone rubber compounds. (2) [9]	Lb.	RUBR 1	None	RO
	Pneumatic tires and casings. [Report used tires in 20998; scrap tires, and scrap tire casings, cut or uncut, in 20120]:				
20610	Truck and bus tire casings, new, specially constructed to be bullet proof or run when deflated.[9]	No.	RUBR 3	None	RO
20632	Off-the-road tire casings, new (except farm tractor and implement), of a kind specially constructed to be bullet proof or run when deflated.[9]	No.	RUBR 3	None	RO
20638	Industrial tire casings, new, of a kind specially constructed to be bullet proof or run when deflated.[9]	No.	RUBR 3	None	RO
	Natural and synthetic rubber manufactures, n.e.c., not specially fabricated for particular machines or equipment:				
20998	Used tire casings, truck and bus, off-the-road and industrial, of a kind specially constructed to be bullet proof or to run when deflated. (2) [9]	No.	RUBR 3	None	RO
59645	Lithium-containing minerals (e.g. amblygomite, spodumene) [1]	----------	MINL 1	25	RO
	Iron and steel scrap. [Report scrap containing 1 percent or more tungsten in 66487; 5 percent or more cobalt in 66429; and 5 percent or more nickel in 65460]:				
60075	Steel scrap of magnetic materials [2 4 18]	S. ton	STEE 1	None	RO
60085	Iron scrap of magnetic materials [2 4 17]	S. ton	STEE 1	None	RO
60085	Other iron scrap, except borings, shovellings and turnings. (See § 399.2, Interpretations 10 and 12.) [12 17]	S. ton	STEE 2	100	RO
	Fabricated steel products:				
61881	Steel pipe lined with polytetrafluoroethylene or polytrifluorochloroethylene.[9]	Lb.	STEE 3	100	RO
61987	Metal powders, n.e.c.: Nickel powder; and nickel alloy powder and flakes (including nickel-chrome-boron powder) containing 32 percent or more nickel. (4) [20]	Lb.	NONF 7	100	RO
61987	Nickel flakes; and nickel alloy powder and flakes (including nickel-chrome-boron powder) containing less than 32 percent nickel. (5) [19]	Lb.	NONF 6	100	RO
66431	Cobalt and cobalt alloys in semifabricated forms, n.e.c. Specify by name.) [21]	Lb.	MINL 5	100	RO
66465	Molybdenum and molybdenum alloys in semifabricated forms, n.e.c. (Specify by name.) [21]	Lb.	MINL 3	100	RO
66473	Tantalum and tantalum alloys in semifabricated forms, n.e.c. (Specify by name.) [21]	Lb.	MINL 1	100	RO
66475	Quicksilver or mercury [5]	Lb.	MINL 2	100	RO
66489	Tungsten wire. (1 and 2) [3 12]	Lb.	MINL 1	100	RO
	Nonferrous metallic ores and concentrates, n.e.c. (Specify by name.):				
66530	Lithium ores (e.g., lepidolite), and lithium ore concentrates [1]	Lb.	MINL 1	25	RO
	Electrical quantity indicating instruments (electrical or electronic type), nonrecording, n.e.c.:				
70362	Electrometers, except student type; and instruments capable of measuring currents less than 1 micromicroampere. (1) [5]	No.	ELME 2	None	RO
	Electrical and electronic characteristics testing instruments, n.e.c., and specially fabricated parts and accessories, n.e.c., for electrical and electronic quantity and characteristics measuring and testing instruments:				
70379	Parts and accessories, n.e.c., specially fabricated for electrometers, except student type, and instruments capable of measuring currents of less than 1 micromicroampere. (Specify by name.) (7) [5]	----------	ELME 2	25	RO
70660	Power-controlled searchlights designed for military use. (Specify by name.) [9]	No.	ELME 5	None	RO
	Electric industrial melting and refining furnaces:				
70741	Vacuum furnaces, induction type, designed to operate at pressures lower than 0.1 millimeter of mercury and at temperatures higher than 1,100° C. (2,012° F.) (Specify by name and characteristics.) (2) [24]	No.	ELME 1	None	RO
	Electric industrial metal heat-treating furnaces:				
70744	Vacuum furnaces, induction type, designed to operate at pressures lower than 0.1 millimeter of mercury and at temperatures higher than 1,100° C. (2,012° F.) (Specify by name and characteristics.) (1) [24]	No.	ELME 1	None	RO
	Electronic equipment, n.e.c., and parts:				
	Electron tubes and parts:				
70840	Electrometer tubes designed to operate with grid currents of less than 1 micromicroampere. (Specify type numbers and quantity of each type.) (1) [5]	No.	RARA 2	50	RO
70840	Geiger-Mueller counter tubes and other radiation counter tubes. (Specify type numbers and quantity of each type.) (2) [5]	No.	RARA 2	50	RO
70840	Photomultiplier tubes having maximum sensitivity at wavelengths longer than 7,500 angstrom units. (Specify type numbers and quantity of each type.) (3) [13 25]	No.	RARA 1	50	RO
70840	Photomultiplier tubes having all the following characteristics: (a) dark current plus noise less than 5×10^{-16} amperes per square centimeter of active cathode surface, (b) sensitivity exceeding 65 microamperes per lumen, and (c) an overall gain exceeding 100 million. (Specify type numbers and quantity of each type.) (3) [14 25]	No.	RARA 1	50	RO
70840	Other photomultiplier tubes having photocathode sensitivity of 10 or more microamperes per lumen and an average amplification greater than 100,000. (Specify type numbers and quantity of each type.) (3) [5 25]	No.	RARA 2	50	RO
	Resistors:				
70856	Resistors of value of 1,000 megohms or over. (3) [5]	No.	RARA 2	50	RO
	Electronic equipment, n.e.c., and parts:				
	Electronic detection and navigational apparatus, n.e.c., and specially fabricated parts and accessories, n.e.c. [Report spare and replacement tubes in 70824–70840]:				
70867	Control units for power controlled searchlights designed for military use; and specially fabricated parts and accessories, n.e.c. (1) [9]	----------	ELME 5	None	RO

See footnotes at end of table.

Dept. of Commerce Schedule B No.	Commodity description	Unit	Processing code and related commodity group	GLV dollar value limits	Validated license required
	Electrical apparatus, n.e.c., and parts, n.e.c.:				
70999	Belt-type electrostatic generators (Van de Graaff machines). (1) [5]	No.	ELME 2	None	RO
70999	Parts and accessories, n.e.c., specially fabricated for belt-type electrostatic generators (Van de Graaff machines). (2) [5]	----------	ELME 2	500	RO
70999	Betatrons and synchrotrons, and specially fabricated parts and accessories, n.e.c. (3) [5]	----------	SATE 2	None	RO
70999	Cyclotrons, synchrocyclotrons, and linear accelerators, and specially fabricated parts and accessories, n.e.c. (4) [5]	----------	SATE 2	25	RO
70999	Other electronuclear machines capable of imparting energies in excess of 1,000,000 electron volts to a nuclear particle or an ion. (5) [5]	No.	SATE 2	None	RO
70999	Magnets, and other specially fabricated parts, n.e.c. (including positive ion sources), specially designed for electronuclear machines capable of imparting energies in excess of 1,000,000 electron volts to a nuclear particle or an ion. (6) [5]	----------	SATE 2	25	RO
	Electrical apparatus, n.e.c., and parts, n.e.c.:				
70999	Parts and accessories, n.e.c., specially fabricated for power-controlled searchlights designed for military use. (7) [6]	----------	ELME 5	None	RO
	Power boilers (steam generators) and parts:				
71392	Parts and accessories, n.e.c., specially fabricated for marine steam boilers designed to operate at temperatures from 850° to 1,100° F. (Specify designed operating temperature.) (2) [16] [6]	----------	CONS 2	500	RO
	Materials handling equipment and parts:				
72540	Parts, accessories, and attachments, n.e.c., specially fabricated for military type industrial trucks and wheel-type tractors included on the Positive List under Schedule B Nos. 72511 and 72520. (Specify as military.) (1) [12] [22]	----------	CONS 3	None	RO
	Materials handling equipment and parts:				
72540	Parts, accessories, and attachments, n.e.c., specially fabricated for non-military type industrial trucks and wheel-type tractors included on the Positive List under Schedule B Nos. 72511 and 72520. (Specify as non-military.) (2) [7] [12] [22]	----------	CONS 4	500	R
	Industrial process indicating (measuring), recording, and/or controlling instruments, n.e.c., and specially fabricated parts and accessories, n.e.c.:				
76670	Instruments or devices capable of controlling the dimensions of a rolled product during its production (specify by name); and specially fabricated parts and accessories, n.e.c. (3) [5]	----------	TOOL 6	250	RO
77086	Diffusion vacuum pumps, 12 inches in diameter and larger (diameter measured inside the barrel at the inlet jet). [5]	No.	GIEQ	None	RO
	Parts and accessories, n.e.c., specially fabricated for pumps (complete knockdown pumps should be reported in the proper pump classifications, whether the integral components are shipped simultaneously or in a series of partial shipments):				
77119	Parts and accessories, n.e.c., specially fabricated for diffusion vacuum pumps included on the Positive List under Schedule B No. 77086. (2) [5]	----------	GIEQ	None	RO
	Separators and collectors, industrial process type, n.e.c., and specially fabricated parts and accessories, n.e.c. [Report ore and coal separating machines in 73075; electrostatic precipitators, precipitron type in 77083]:				
77588	Other centrifugal counter-current solvent extractors, and specially fabricated parts and accessories, n.e.c. [2] [23]	----------	GIEQ	100	RO
	Tracklaying tractors (specify whether military or nonmilitary, and drawbar horsepower):				
78730	Non-military type, 112 but under 155 drawbar horsepower, new. (2) [6]	No.	CONS 4	None	R
78735	Nonmilitary type, 155 and over drawbar horsepower, new. (2) [6]	No.	CONS 4	None	R
78891	Parts and accessories, n.e.c., specially fabricated for nonmilitary type tracklaying tractors included on the Positive List under Schedule B Nos. 78730 through 78745. (Specify that parts and accessories are for nonmilitary type tractors.) (2) [6]	----------	CONS 4	500	R
	Synthetic resins in all unfinished and semifinished forms, except laminated, and except film and sheeting, but including scrap in all forms:				
82591	Polytetrafluoroethylene (e.g., Teflon) (1) [9]	Lb.	RESN 3	25	RO
82591	Polytrifluorochloroethylene (including grease, oil and wax). (2) [9]	Lb.	RESN 3	25	RO
	Synthetic resin film and sheeting, except laminated, and except scrap (including printed, embossed, planished, or otherwise treated surface):				
82598	Polytetrafluorethylene (e.g., Teflon). (1) [9]	Lb.	RESN 3	25	RO
82598	Polytrifluorochloroethylene (2) [9]	Lb.	RESN 3	25	RO
	Laminates and molded laminates, synthetic resins, except scrap:				
	Laminates of synthetic resins, except molded and decorative:				
82600	Polytetrafluoroethylene (e.g., Teflon). (1) [9]	Lb.	RESN 3	25	RO
82600	Polytrifluorochloroethylene. (2) [9]	Lb.	RESN 3	25	RO
	Molded-laminated shapes of synthetic resins, except decorative:				
82604	Polytetrafluoroethylene (e.g., Teflon). (1) [9]	Lb.	RESN 3	25	RO
82604	Polytrifluorochloroethylene. (2) [9]	Lb.	RESN 3	25	RO
	Decorative laminates of synthetic resins:				
82610	Polytetrafluoroethylene (e.g., Teflon). (1) [9]	Lb.	RESN 3	25	RO
82610	Polytrifluorochloroethylene. (2) [9]	Lb.	RESN 3	25	RO
	Cementing preparations, n.e.c., for repairing, sealing, and adhesive use:				
82740	Teflon paste [9]	Lb.	RESN 3	25	RO
82986	Radioisotopes, cyclotron-produced or naturally occurring, and compounds and preparations thereof, except radioisotopes having an atomic number 3 through 83, and compounds and preparations thereof.[1] (Convert all isotopes to quantity of radioactive emissions expressed in curie.) [9]	Curie	DRUG 2	None	RO
	Organo-fluorine compounds, n.e.c.:				
83285	Monochlorodifluoro methane (e.g., Freon 22); trichlorotrifluoro ethane (e.g., Freon 113; Genetron 226); and dichlorotetrafluoroethane (e.g., Freon 114). (1) [17]	Lb.	SALT 1	100	RO
83285	Monochlorotrifluoro methane (e.g., Freon 13); dichloromonofluoro methane (e.g., Freon 21); trichlorodifluoro ethane (e.g., Freon 122); difluoroethane (e.g., Freon 152; Genetron 100); and monochlorodifluoroethane (e.g., Freon 142; Genetron 101). (Specify by name.) (1) [5] [17]	Lb.	SALT 2	100	RO
83285	Tetrafluoroethylene. (3) [9]	Lb.	SALT 1	25	RO
83285	Trifluoromonochloroethylene. (4) [9]	Lb.	SALT 1	25	RO
83440	Lithium bromide [1] [9]	Lb.	SALT 1	25	RO
83460	Lithium iodide [1] [9]	Lb.	SALT 1	25	RO
	Gases, compressed, liquefied and solidified, n.e.c.:				
83959	Bromine trifluoride. (1) [5]	----------	SALT 2	100	RO
	Metal salts of organic compounds, except paint and varnish driers. [Report paint and varnish driers in 84459; thorium and uranium salts and compounds in 62510–62590]:				
83979	Lithium salts of organic compounds. (Specify by name.) (5) [9]	Lb.	SALT 1	None	RO
	Industrial chemicals, n.e.c.:				
83990	Deuterium and deuterium compounds, including heavy water and heavy paraffin. (Specify by name.) (3) [9]	----------	SALT 1	None	RO
83990	Gallium salts and compounds. (Specify by name.) (4) [9]	----------	SALT 2	None	RO
83990	Lithium salts and compounds (including, but not limited to, lithium amide, lithium carbonate, lithium chloride, lithia crystals, lithium fluorophosphate, lithium fluoride, lithium hydride, lithium hydroxide, lithium hydroxide monohydrate, and lithium sulfate). (Specify by name.) (7) [1] [9]	Lb.	SALT 1	25	RO
83990	Zirconium oxide, purity 97 percent or higher, or stablized with lime and/or magnesia. (State hafnium content.) (14) [1]	Lb.	SALT 1	25	RO
83990	Zirconium compounds containing less than 1 part hafnium to 500 parts zirconium. (Specify by name.) (State hafnium content.) (15) [1]	Lb.	SALT 1	25	RO
84380	Polytetrafluoroethylene (e.g., Teflon) finishes and enamels. (1) [9]	Gal.	RESN 3	25	RO
84380	Polytrifluorochlorethylene dispersion. (2) [9]	Gal.	RESN 3	25	RO
	Optical measuring instruments, n.e.c., and specially fabricated parts and accessories, n.e.c.:				
91966	Fluorophotometers (fluorimeters) employing ultra-violet light as the exciting source and photomultiplier tubes or photo-cells as detecting and amplifying devices; and specially fabricated parts and accessories, n.e.c. [5]	----------	SATE 2	25	RO
91972	Dosimeters capable of measuring dosages above 5 roentgens in one exposure, and specially fabricated parts and accessories, n.e.c. [2] [17]	----------	SATE 1	25	RO
91972	Other nuclear radiation detection and measuring instruments, n.e.c. except student-type and metal-leaf-type electroscopes; and specially fabricated parts and accessories, n.e.c. [Report electron tubes in 70824–80840; and handling equipment in 91980.] [5] [17]	----------	SATE 2	100	RO

See footnotes at end of table.

Dept. of Commerce Schedule B No.	Commodity description	Unit	Processing code and related commodity group	GLV dollar value limits	Validated license required
91976	Balances, n.e.c., of a sensitivity capable of detecting differences in weight of 0.1 micrograms or less.[5]	No.	SATE 2...	None	RO
91980	Research laboratory apparatus and equipment, n.e.c., and specially fabricated parts and accessories, n.e.c.: Parts and accessories, n.e.c., specially fabricated for balances of a sensitivity capable of detecting differences in weight of 0.1 micrograms or less. (1)[5]	.....	SATE 2...	None	RO
98159	Manufactured plastic products, n.e.c., not specially fabricated for particular machines or equipment. [Report plastics and resin materials in unfinished forms in 82510-82680]: Manufactures of polytetrafluoroethylene (e.g., Teflon). (Specify by name.) (1)[9]	.....	RESN 3..	25	RO
98159	Manufactures of polytrifluorochloroethylene. (Specify by name.) (2)[9]	.....	RESN 3..	25	RO

[1] The GLV dollar-value limit is increased.
[2] The GLV dollar-value limit is decreased, effective May 28, 1959.
[3] The processing code is changed or related commodity group number is changed (see § 372.5(f) of this chapter).
[4] The symbol "A" is added in the column headed "Commodity Lists," indicating that on and after July 6, 1959 an Import Certificate (or a Hong Kong Import License) will be required in support of a license application covering exportation of these commodities to the countries specified in § 373.2 of this chapter.
[5] The symbol "A" is deleted in the column headed "Commodity Lists," indicating that the commodity is no longer subject to the IC/DV procedure (see § 373.2 of this chapter).
[6] The symbol "E" is added in the column headed "Commodity Lists," indicating that the commodity may now be exported under the Periodic Requirements Licensing procedure. (See Part 376 of this chapter.)
[7] The symbol "E" is deleted in the column headed "Commodity Lists," indicating that the commodity may no longer be exported under the Periodic Requirements Licensing procedures (see Part 376 of this chapter), effective June 22, 1959.
[8] The symbol "G" is deleted in the column headed "Commodity Lists," indicating that the commodity may be exported to Group O destinations under General License GLV within the $500 dollar-value limit provisions (see § 371.10 (d) of this chapter).
[9] The commodity description is revised without substantive change.
[10] The commodity coverage is decreased.
[11] The commodity coverage is increased, effective May 28, 1959.
[12] Two entries are substituted for one presently on the Positive List under this Schedule B number.
[13] Formerly included on the Positive List in the entry under Schedule B No. 60075.
[14] Nickel powder is transferred to the fourth entry on the Positive List under this Schedule B number.
[15] On or after July 6, 1959 an Import Certificate (or a Hong Kong Import License) will be required in support of a license application covering exports of nickel powder to the countries specified in § 373.2. (Nickel alloy powder and flakes containing 32 percent or more nickel are presently subject to this requirement.)
[16] The description is revised to conform with revision in Schedule B, Statistical Classification of Domestic and Foreign Commodities Exported from the United States, as announced by the Bureau of the Census in Public Bulletin PB-2 issued February 1959.
[17] A reporting requirement is added.
[18] Formerly included on the Positive List in the eighth entry under Schedule B No. 77588.
[19] Other vacuum furnaces are included in the last entry under this Schedule B number.
[20] Three entries are substituted for one presently on the Positive List under this Schedule B number.

This part of the amendment shall become effective as of May 21, 1959 except as otherwise indicated in the footnotes.

Shipments of any commodities removed from general license to Country Group R or Country Group O destinations as a result of changes set forth above which were on dock for lading, on lighter, laden aboard an exporting carrier, or in transit to a port of exit pursuant to actual orders for export prior to 12:01 a.m., May 28, 1959, may be exported under the previous general license provisions up to and including June 22, 1959. Any such shipment not laden aboard the exporting carrier on or before June 22, 1959, requires a validated license for export.

(Sec. 3, 63 Stat. 7; 50 U.S.C. App. 2023. E.O. 9630, 10 F.R. 12245, 3 CFR, 1945 Supp., E.O. 9919, 13 F.R. 59, 3 CFR 1948 Supp.)

LORING K. MACY,
Director,
Bureau of Foreign Commerce.

[F.R. Doc. 59-4520; Filed, June 1, 1959; 8:45 a.m.]

Title 47—TELECOMMUNICATION

Chapter I—Federal Communications Commission

[Docket No. 12756; FCC 59-486]

PART 3—RADIO BROADCAST SERVICES

Table of Assignments; Television Broadcast Stations (Moses Lake and Wenatchee, Washington and Kellogg, Idaho)

1. The Commission has under consideration its Notice of Proposed Rule Making in this proceeding (FCC 59-91) which was released on February 4, 1959. The proceeding was instituted as a result of a petition filed by Video Utility Company which proposed the following changes in the television Table of Assignments:

City	Channel No.	
	Present	Proposed
Moses Lake, Wash.	61	33—
Wenatchee, Wash.	*45, 55, 67	27, *45, 55
Kellogg, Idaho [1]	33—	36

[1] The change in the Kellogg, Idaho assignment was not requested in the petition, but was added to the Notice of Proposed Rule Making in order to meet the mileage separation requirement between that city and Moses Lake. The co-channel mileage separation requirement for UHF stations in this zone is 175 miles, while Kellogg and Moses Lake are only about 155 miles apart.

2. The only comments in this proceeding were filed by the petitioner, Video Utility Company. In support of the proposal, Video reiterates the position set forth in its petition, that the amendments would permit three channel television translator services in various communities in Central Washington where unlicensed VHF booster stations are presently being operated.

3. After careful review of the proposal and the comments thereto, the Commission has concluded that the public interest, convenience and necessity would be served by adoption of the proposal herein.

4. As indicated in the Notice of Proposed Rule Making, the distance between the transmitter site for television Station KHTV on Channel 27 in Portland, Oregon and the city limits of Wenatchee is 172.5 miles. Therefore, § 3.611(a)(4) of the Commission's rules will require any party proposing to use Channel 27 in Wenatchee to specify a transmitter site meeting the spacing requirements of § 3.610 of the rules.

5. Authority for the amendments ordered herein is contained in sections 4(i), 301, 303 (c), (d), (f), and (r) and 307(b) of the Communications Act of 1934, as amended.

6. *Accordingly, it is ordered,* Effective July 6, 1959, that the Table of Assignments contained in § 3.606 of the Commission's rules and regulations, is amended, insofar as the communities named are concerned, to read as follows:

City	Channel No.
Moses Lake, Wash.	33—
Wenatchee, Wash.	27, *45, 55
Kellogg, Idaho	36

See footnotes at end of table.

(Sec. 4, 48 Stat. 1066, as amended; 47 U.S.C. 154. Interpret or apply secs. 301, 303, 307, 48 Stat. 1081, 1082, 1083; 47 U.S.C. 301, 303, 307)

Adopted: May 27, 1959.

Released: May 28, 1959.

FEDERAL COMMUNICATIONS COMMISSION,
[SEAL] MARY JANE MORRIS,
Secretary.

[F.R. Doc. 59-4580; Filed, June 1, 1959; 8:49 a.m.]

[Docket No. 12757; FCC 59-487]

PART 3—RADIO BROADCAST SERVICES

Table of Assignments; Television Broadcast Stations (Honolulu, Wailuku, Hilo, T.H.)

1. The Commission has before it for consideration the proposal set out in its Notice of Proposed Rule Making, released in this proceeding on February 4, 1959 (FCC 59-92), to delete Channel 7 from Honolulu, Oahu and Hilo, Hawaii, delete Channel 8 from and add Channel 7 to Wailuku, Maui and reserve Channel 11, Honolulu for non-commercial educational use. The proceeding was instituted in response to a petition filed by Hawaiian Broadcasting System, Ltd., licensee of television Stations KGMB-TV, Honolulu, KMAU-TV, Wailuku and KHBC-TV, Hilo.

2. Comments in support of the proposal were filed by Hawaiian Broadcasting System and by Radio Honolulu, Ltd., licensee of television Station KONA-TV, Honolulu and permittee of television station KALA-TV, Wailuku. Comments in opposition to the proposal were filed by Herman B. Rosen, of Honolulu, and Hawaiian Broadcasting System filed comments in reply to the Rosen comments.

3. In support of the proposal Hawaiian Broadcasting System notes that Radio Honolulu is the permittee of a television station, KALA-TV, assignee to operate on Channel 8, Wailuku,[1] as a satellite rebroadcasting the programs of KONA-TV, Honolulu. It is alleged that operation of a satellite on Channel 8 at Wailuku would destroy the service of KMAU-TV, Channel 3 at Wailuku and KHBC-TV, Channel 9 at Hilo, both of which operate as satellites rebroadcasting the signals of KGMB-TV, Channel 9 at Honolulu. This result would flow from the alleged technical infeasibility of separating the Channel 8 picture channel from the Channel 9 sound channel which is now received at the KMAU-TV transmitter site. Since KHBC-TV now operates at Hilo by receiving the signal of KMAU-TV, the latter's inability to operate would, in turn, eliminate KHBC-TV's service. Hawaiian Broadcasting System asserts that substituting Channel 7 for Channel 8 at Wailuku would permit the continuance of the service now rendered by KMAU-TV and KHBC-TV.[2] Moreover, the deletion of Channel 7 would still leave Honolulu with four commercial channels and one channel reserved for non-commercial educational use.[3] Hilo would likewise retain four commercial channels and one reserved for non-commercial educational use.[4]

4. In opposing the proposed amendment, Herman B. Rosen alleges that the result sought by the proposal could be achieved without disturbing existing assignments at Honolulu and Hilo. Thus, he asserts that it might be possible for Hawaiian Broadcasting System to use another receiving site on the island of Maui which would permit interference-free reception there of Channel 9 signals despite transmission on Channel 8. If this is not possible, he asserts that the Channel 9 signal could be received on either the island of Lanai or the island of Molokai and relayed to station KMAU-TV in Wailuku on another frequency by means of an inter-city relay station as provided in Part 4 of the Commission's rules. Mr. Rosen opposes the deletion of Channel 7 from Honolulu on the grounds that "one to two" stations in addition to the three now operating "may be" needed to serve the city's growing needs. Moreover, he contends there is an "indication" of a present lack of television service in that the existing stations "may not" broadcast sufficient hours to satisfy fully the needs of the public; that the cost of time on the existing stations "may be" too high for small advertisers; that time may be wholly unavailable to local non-commercial groups; and that the large non-English speaking population is substantially denied programs in their own language. He further states that, although he and certain associates were granted leave to dismiss without prejudice an application for a television station in Honolulu in 1953, he was now resurveying the market to determine whether it would be economically feasible to operate another television broadcast station in Honolulu. Having two commercial channels available will, he contends, serve the public interest as well as his own interests, since it would make possible the grant of two additional stations. Mr. Rosen requests that, if the Commission is not disposed to deny the proposed amendments, a hearing be held.

5. In its reply comments, Hawaiian Broadcasting System challenges the contention that there is additional need for service in Honolulu pointing out that four commercial television stations were in operation in Honolulu but that one was deleted in July 1958, and that there have been no new applications filed since that time. Even if the present proposal is adopted, it is contended that adequate television facilities will be available to Honolulu (as well as to Hilo), particularly in comparison to some large cities on the Mainland. With respect to the engineering objections raised by Mr. Rosen, Hawaiian Broadcasting System alleges that only a receiving antenna located at the present site (with an elevation of 10,000 feet) on Maui will give satisfactory reception in view of the relatively low height of the KGMB-TV transmitting antenna and the approximately 100 mile salt water course between Honolulu and the island of Maui. If another site could be used, it would allegedly necessitate installation of a microwave relay link to the KMAU-TV transmitter. Moreover, it is contended that off-the-air pickup of the signals of KGMB-TV at Maui is the only practical means of continuing the operation of KMAU-TV and KHBC-TV, since single hop microwave transmission between Honolulu and Maui is not possible, and the use of relay stations or the lease of telephone company circuits would not be economically feasible, particularly where nonrevenue producing satellite operations are involved.

6. After carefully considering the comments filed in this proceeding, we have concluded that the public interest will be served by adoption of the amendments proposed herein. It would clearly be in the public interest to continue the service now being rendered by KMAU-TV and KHBC-TV, the latter being the only television broadcast station on the island of Hawaii and furnishing the only television broadcast service to the city of Hilo.[5] Operation of a station on Channel 8 at Wailuku would, however, jeopardize those existing services. While the Commission's Rules do not provide protection for receiving sites it should be noted that the receiving site here under consideration is an indispensable factor in the operation of KMAU-TV and KHBC-TV. We believe that the particular circumstances here involved require us to take cognizance of the practical effects, both technical and economic, which a Channel 8 operation would have on the use of the only site on the island of Maui capable of receiving satisfactorily the signals of KGMB-TV operating on Channel 9 at Honolulu. While it appears technically possible that alternative means, such as microwave relay stations, could be used to bring the KGMB-TV signal to Maui, the feasibility of such alternatives is questionable in view of the costs that would be involved.

7. We also believe that deletion of Channel 7 at Hilo and Honolulu is justified in order to insure continuation of the existing service being rendered by KMAU-TV and KHBC-TV. It seems clear that the five remaining channels assigned to Hilo, only one of which is now being used, are adequate to meet the present and foreseeable commercial and educational television needs of that city. Moreover, we are not persuaded that the television needs of Honolulu,

[1] The grant to KALA-TV was made without prejudice to any action the Commission might take in the instant proceeding, and KALA-TV is actually operating on Channel 7, Wailuku, pursuant to an STA.

[2] KHBC-TV now provides the only television broadcast service at Hilo.

[3] Three commercial stations are now in operation at Honolulu, and no applications are presently pending for the other three assigned channels.

[4] One commercial station is now operating at Hilo, and no applications have been filed for any of the other assigned channels.

[5] According to Standard Rate and Data, Hilo had a population of over 33,000 in 1958.

albeit a large and expanding city, cannot be met by means of the five television channels that will still be assigned to that city.[6]

One commercial channel and one channel reserved for education are presently not in use in Honolulu and no applications are now on file for either of them.[7] In considering the adequacy of these assignments to meet the present and future needs of Honolulu, we have taken into account that a fourth television station which operated there for a short time was deleted in 1958, that many cities comparable or even much larger in size have fewer than four VHF commercial channels assigned to them, and that the allegations concerning the inadequacies of television facilities in Honolulu are purely conjectural.[8]

8. In view of all of these circumstances, we conclude that the public interest would best be served by substituting Channel 7 for Channel 8 at Wailuku, thus insuring the continuation of the service of KMAU–TV and KHBC–TV, and deleting Channel 7 from Honolulu and from Hilo. Moreover, we are of the opinion that a hearing in this proceeding is unnecessary and would serve no useful purpose.

9. Authority for the adoption of the amendments herein is contained in sections 4(i), 301, 303 (c), (d), (f), and (r) and 307(b) of the Communications Act of 1934, as amended.

10. *Accordingly, it is ordered,* That, effective July 6, 1959 the Table of Assignments contained in § 3.606 of the Commission's rules and regulations is amended, insofar as the communities listed below are concerned, to read as follows:

City	Channel No.
Honolulu, Oahu	2+, 4−, 9−, *11+, 13−
Wailuku, Maui	3, 7, *10, 12
Hilo, Hawaii	2, *4, 9, 11, 13

(Sec. 4, 48 Stat. 1066, as amended; 47 U.S.C. 154. Interprets or applies sec. 303, 48 Stat. 1082, as amended; 47 U.S.C. 303)

Adopted: May 27, 1959.

Released: May 28, 1959.

FEDERAL COMMUNICATIONS COMMISSION,
[SEAL] MARY JANE MORRIS,
Secretary.

[F.R. Doc. 59–4581; Filed, June 1, 1959; 8:49 a.m.]

[6] According to Standard Rate and Data, Honolulu had a population of over 327,000 in 1958.

[7] We note that Mr. Rosen, who was party to an application for a Honolulu channel which application was withdrawn in 1953, states that he and certain associates are exploring the economic feasibility of applying for a fourth station in Honolulu. Should such an application materialize, there is an available commercial channel.

[8] Mr. Rosen's comments indicate that even these highly conjectural inadequacies may be remedied by one additional station.

[Docket No. 12763; FCC 59–488]

PART 3—RADIO BROADCAST SERVICES

Table of Assignments; Television Broadcast Stations (Mount Pleasant and West Branch, Michigan)

1. The Commission has under consideration its Notice of Proposed Rule Making in this proceeding, released on February 13, 1959 (FCC 59–112), proposing the following changes in the Table of Assignments, Television Broadcast Stations, contained in § 3.606 of the Commission's rules:

City	Channel No.	
	Present	Proposed
Mount Pleasant, Mich.	47−	*14, 47−
West Branch, Mich.	21	27+

This proceeding was instituted as a result of a petition filed by Central Michigan College, Mount Pleasant, Michigan.

2. The only comments in response to the Notice of Proposed Rule Making were filed by the petitioner and the Joint Council on Educational Television (JCET), both of which supported the proposal. In support of the proposal, petitioner states that the amendments to the Table of Assignments would be in conformity with the technical requirements of the Commission's rules, and reiterates its intention to apply for a construction permit for a noncommercial educational station to operate on Channel 14 if that channel is assigned to Mount Pleasant. Petitioner urges that the amendments be made effective immediately, stating that it desires to apply for the channel as soon as possible and hopes to have the station in operation at the opening of the fall term of the 1959–1960 school year. In this connection petitioner states that the necessary funds and physical facilities are available to construct and operate the station, which would serve not only the College but also the educational needs of the 38-county area of Northern Michigan which is the responsibility of the State owned and operated institution.

3. After reviewing the petition of Central Michigan College and the comments filed with respect to the proposal, the Commission is of the opinion that the public interest, convenience, and necessity would be served by the adoption of the proposed amendments. Moreover, we believe the public interest would also be served by making the amendments effective immediately in order that commencement of the proposed noncommercial educational service to the public may be expedited.

4. Authority for the amendments ordered herein is contained in sections 4(i), 301, 303 (c), (d), (f), and (r) and 307(b) of the Communications Act of 1934, as amended.

5. *Accordingly, it is ordered,* Effective July 6, 1959, that the Assignments contained in § 3.606 of the Commission's rules and regulations is amended insofar as the communities named are concerned, to read as follows:

City	Channel No.
Mount Pleasant, Mich.	*14, 17−
West Branch, Mich.	27+

(Sec. 4, 48 Stat. 1066, as amended; 47 U.S.C. 154. Interpret or apply secs. 301, 303, 307, 48 Stat. 1081, 1082, 1083; 47 U.S.C. 301, 303, 307)

Adopted: May 27, 1959.

Released: May 28, 1959.

FEDERAL COMMUNICATIONS COMMISSION,
[SEAL] MARY JANE MORRIS,
Secretary.

[F.R. Doc. 59–4582; Filed, June 1, 1959; 8:49 a.m.]

[Docket No. 12816; FCC 59–493]

PART 3—RADIO BROADCAST SERVICES

Table of Assignments; Television Broadcast Stations (Appleton, Minnesota)

1. The Commission has under consideration its Notice of Proposed Rule Making in this proceeding, issued on March 30, 1959 (FCC 59–251), which proposed to amend § 3.606 of the Table of Assignments, Television Broadcast Stations, by adding Channel 10 to Appleton, Minnesota, and reserving the channel for noncommercial educational use. The proceeding had been instituted by a petition filed by the Joint Council on Educational Television (JCET).

2. Comments in support of the proposal have been received from Twin City Area Educational Television Corporation, licensee of noncommercial educational television Station KTCA–TV, operating on Channel 2, Minneapolis-St. Paul, Minnesota. In addition, numerous letters supporting the proposal have been received from individuals and organizations in the Appleton, Minnesota area. No comments in opposition were filed.

3. It appears that the proposal to assign Channel 10 to Appleton meets all of the requirements of the Commission's rules. In addition, considerable interest has been evidenced in the establishment of an educational station in Appleton. Therefore, we conclude that the public interest, convenience and necessity would be served by adoption of the proposal.

4. Authority for the adoption of the proposed amendment is contained in sections 4(i), 301, 303 (c), (d), (f), and (r) and 307(b) of the Communications Act of 1934, as amended.

5. *Accordingly, it is ordered,* That effective July 6, 1959, § 3.606 of the Commission's rules and regulations is

amended, insofar as the community named is concerned, to read as follows:

City	Channel No.
Appleton, Minn	*10—

(Sec. 4, 48 Stat. 1066, as amended; 47 U.S.C. 154. Interpret or apply secs. 301, 303, 307, 43 Stat. 1081, 1082, 1083; 47 U.S.C. 301, 303, 307)

Adopted: May 27, 1959.

Released: May 28, 1959.

FEDERAL COMMUNICATIONS COMMISSION,
[SEAL] MARY JANE MORRIS,
Secretary.

[F.R. Doc. 59-4583; Filed, June 1, 1959; 8:49 a.m.]

[FCC 59-494]

PART 3—RADIO BROADCAST SERVICES

Television Broadcast Stations; Extension of Time for Compliance With the Provisions

At a session of the Federal Communications Commission held at its offices in Washington, D.C., on the 27th day of May 1959;

The Commission having under consideration the provisions of §§ 3.690(a) and 3.691(a) of its rules, which require that television broadcast stations have type-approved frequency and modulation monitors at the station whenever the transmitter is in operation.

It appearing that the time specified for compliance with the requirements of §§ 3.690(a) and 3.691(a) was last extended to June 1, 1959; and

It further appearing that with the continued development of more stable frequency control circuits in all types of broadcast transmitters (AM, FM and TV), the Commission is considering a review of its requirements regarding continuously operating frequency monitors to ascertain whether such apparatus is still needed or is adequate to ensure that the operating frequencies of broadcast stations are maintained within the prescribed frequency tolerances; and that should it appear that the rules relating to such monitors should be amended, an appropriate rule making proceeding will be initiated; and

It further appearing that since the requirements of §§ 3.690(a) and 3.691(a) have not, as yet, been placed in effect and in view of the possibility that these rules may be amended in the near future, the Commission deems it desirable to postpone the effective date of these sections of the rules for an additional period of one year; and

It further appearing that the amendment herein ordered is procedural in nature and effects a relaxation of the rules; therefore, compliance with the requirements of section 4 of the Administrative Procedure Act is not required; and

And it further appearing that authority for the amendments adopted herein is contained in sections 303 (e), (f), and (r) and 4(i) of the Communications Act of 1934, as amended;

It is ordered, That, effective June 1, 1959, §§ 3.690(a) and 3.691(a) are amended by substituting the date "June 1, 1960", in the parenthetical sentence to each of these sections.

(Sec. 4, 48 Stat. 1066, as amended; 47 U.S.C. 154. Interprets or applies sec. 303, 48 Stat. 1082, as amended; 47 U.S.C. 303)

Released: May 28, 1959.

FEDERAL COMMUNICATIONS COMMISSION,
[SEAL] MARY JANE MORRIS,
Secretary.

[F.R. Doc. 59-4584; Filed, June 1, 1959; 8:50 a.m.]

PROPOSED RULE MAKING

DEPARTMENT OF AGRICULTURE

Agricultural Marketing Service

[7 CFR Part 969]

AVOCADOS GROWN IN SOUTH FLORIDA

Approval of Expenses and Fixing of Rate of Assessment for 1959–60 Fiscal Year

Consideration is being given to the following proposals submitted by the Avocado Administrative Committee established under the marketing agreement, as amended, and Order No. 69 (7 CFR Part 969) regulating the handling of avocados grown in south Florida, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601–674), as the agency to administer the terms and provisions thereof:

(a) That the Secretary of Agriculture find that expenses not to exceed $7,040 will be necessarily incurred by said committee during the fiscal year April 1, 1959, through March 31, 1960, for its maintenance and functioning under the aforesaid amended marketing agreement and order; and

(b) That the Secretary of Agriculture fix, as the share of such expenses which each handler who first handles avocados shall pay during the fiscal year in accordance with the aforesaid amended marketing agreement and order, the rate of assessment of $0.03 per bushel, or equivalent quantity of avocados handled by such handler during such fiscal year.

All persons who desire to submit written data, views, or arguments in connection with the aforesaid proposals should file the same with the Director, Fruit and Vegetable Division, Agricultural Marketing Service, United States Department of Agriculture, Room 2077, South Building, Washington 25, D.C., not later than the 10th day after the publication of this notice in the FEDERAL REGISTER.

Terms used in the amended marketing agreement and order shall, when used herein, have the same meaning as is given to the respective term in said amended marketing agreement and order.

Dated: May 28, 1959.

FLOYD F. HEDLUND,
Acting Director, Fruit and Vegetable Division, Agricultural Marketing Service.

[F.R. Doc. 59-4592; Filed, June 1, 1959; 8:50 a.m.]

[7 CFR Part 1001]

LIMES GROWN IN FLORIDA

Approval of Expenses and Fixing of Rate of Assessment for 1959–60 Fiscal Year

Consideration is being given to the following proposals by the Lime Administrative Committee established under the Marketing Agreement, as amended, and Order No. 101, as amended (7 CFR Part 1001), regulating the handling of limes grown in Florida, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601–674), as the agency to administer the terms and provisions thereof:

(a) That the Secretary of Agriculture find that expenses not to exceed $7,040 will be necessarily incurred by said committee during the fiscal year April 1, 1959, through March 31, 1960, for its maintenance and functioning under the aforesaid amended marketing agreement and order; and

(b) That the Secretary of Agriculture fix, as the share of such expenses which each handler who first handles limes shall pay during the fiscal year in accordance with the aforesaid amended marketing agreement and order, the rate of assessment of $0.03 per bushel, or equivalent quantity of limes so handled by such handler during such fiscal year.

All persons who desire to submit written data, views, or arguments in connection with the aforesaid proposals should file the same with the Director, Fruit and Vegetable Division, Agricultural Marketing Service, United States Department of Agriculture, Room 2077, South Building, Washington 25, D.C., not later than the 10th day after the publication of this notice in the FEDERAL REGISTER.

Terms used in the amended marketing agreement and order shall, when used herein, have the same meaning as is

given to the respective term in said amended marketing agreement and order.

Dated: May 27, 1959.

S. R. SMITH,
Director, Fruit and Vegetable Division, Agricultural Marketing Service.

[F.R. Doc. 59-4593; Filed, June 1, 1959; 8:50 a.m.]

DEPARTMENT OF THE TREASURY

Internal Revenue Service

[26 CFR (1954) Part 1]

INCOME TAX; TAXABLE YEARS BEGINNING AFTER DECEMBER 31, 1953

Notice of Proposed Rule Making

Notice is hereby given, pursuant to the Administrative Procedure Act, approved June 11, 1946, that the regulations set forth in tentative form below are proposed to be prescribed by the Commissioner of Internal Revenue, with the approval of the Secretary of the Treasury or his delegate. Prior to the final adoption of such regulations, consideration will be given to any comments or suggestions pertaining thereto which are submitted in writing in duplicate, to the Commissioner of Internal Revenue, Attention: T:P, Washington 25, D.C., within the period of 30 days from the date of publication of this notice in the FEDERAL REGISTER. Any person submitting written comments or suggestions who desires an opportunity to comment orally at a public hearing on these proposed regulations should submit his request, in writing, to the Commissioner within the 30-day period. In such a case, a public hearing will be held and notice of the time, place, and date will be published in a subsequent issue of the FEDERAL REGISTER. The proposed regulations are to be issued under the authority contained in section 7805 of the Internal Revenue Code of 1954 (68A Stat. 917; 26 U.S.C. 7805).

[SEAL] DANA LATHAM,
Commissioner of Internal Revenue.

In order to conform the Income Tax Regulations (26 CFR (1954) Part 1) to section 6 of the Technical Amendments Act of 1958 (72 Stat. 1608), such regulations are amended as follows:

§ 1.164 [Amendment]

PARAGRAPH 1. Section 1.164 is amended—

(A) By redesignating section 164(f) as section 164(g), and by inserting after section 164(e) the following new subsection:

(f) *Payments for municipal services in atomic energy communities.* For purposes of this section, amounts paid or accrued, to compensate the Atomic Energy Commission for municipal-type services, by any owner of real property within any community (within the meaning of section 21b of the Atomic Energy Community Act of 1955) shall be treated as real property taxes paid or accrued. For purposes of this subsection, the term "owner" includes a person who holds the real property under a leasehold of 40 or more years and a person who has entered into a contract to purchase under section 61 of the Atomic Energy Community Act of 1955. Subsection (d) of this section shall not apply to a sale by the United States of property with respect to which this subsection applies.

(B) By adding the following historical note after section 164(g) as redesignated:

[Sec. 164(f) as added by sec. 6, Technical Amendments Act, 1958 (72 Stat. 1608)]

§ 164–1 [Amendment]

PAR. 2. Section 1.164–1 is amended by deleting "1.164–7" in the first sentence and inserting in lieu thereof "1.164–8".

§ 1.164–6 [Amendment]

PAR. 3. Paragraph (a) of § 1.164–6 is amended by deleting "When" in the first sentence and inserting in lieu thereof the following: "Except as provided otherwise in section 164(f) and § 1.164–8, when"

PAR. 4. The following section is inserted immediately after § 1.164–7:

§ 1.164–8 Payments for municipal services in atomic energy communities.

(a) *General.* For taxable years beginning after December 31, 1957, amounts paid or accrued by any owner of real property within any community (as defined in section 21b of the Atomic Energy Community Act of 1955 (69 Stat. 473; 42 U.S.C. 2304)) to compensate the Atomic Energy Commission for municipal-type services (or any agent or contractor authorized by the Atomic Energy Commission to charge for such services) shall be treated as real property taxes paid or accrued for purposes of section 164. Such amounts shall be deductible as taxes to the extent provided in section 164, §§ 1.164–1 through 1.164–7, and this section. See paragraph (b) of this section for definition of the term "Atomic Energy Commission"; paragraph (c) of this section for the definition of the term "municipal-type services"; and paragraph (d) of this section for the definition of the term "owner".

(b) *Atomic Energy Commission.* For purposes of paragraph (a) of this section, the term "Atomic Energy Commission" shall mean—

(1) The Atomic Energy Commission, and

(2) Any other agency of the United States Government to which the duties and responsibilities of providing municipal-type services are delegated under the authority of section 101 of the Atomic Energy Community Act of 1955 (69 Stat. 482; 42 U.S.C. 2313).

(c) *Municipal-type services.* For purposes of paragraph (a) of this section, the term "municipal-type services" includes services usually rendered by a municipality and usually paid for by taxes. Examples of municipal-type services are police protection, fire protection, public recreational facilities, public libraries, public schools, public health, public welfare, and the maintenance of roads and streets. The term shall include sewage and refuse disposal which are maintained out of revenues derived from a general charge for municipal-type services; however, the term shall not include sewage and refuse disposal if a separate charge for such services is made. Charges assessed against local benefits of a kind tending to increase the value of the property assessed are not charges for municipal-type services. See section 164(b)(5) and § 1.164–4.

(d) *Owner.* For purposes of paragraph (a) of this section, the term "owner" includes a person who holds the real property under a leasehold of 40 or more years from the Atomic Energy Commission (or any agency of the United States Government to which the duties and responsibilities of leasing real property are delegated under section 101 of the Atomic Energy Community Act of 1955), and a person who has entered into a contract to purchase under section 61 of the Atomic Energy Community Act of 1955 (69 Stat. 478; 42 U.S.C. 2361). An assignee (either immediate or more remote) of a lessee referred to in the preceding sentence will also qualify as an owner for purposes of paragraph (a) of this section.

(e) *Nonapplication of section 164(d).* Section 164(d) and § 1.164–6, relating to apportionment of taxes on real property between seller and purchaser, do not apply to a sale by the United States or any of its agencies of real property to which section 164(f) and this section apply. Thus, amounts paid or accrued which qualify under paragraph (a) of this section will continue to be deductible as taxes to the extent provided in this section, even in the taxable year in which the owner actually purchases the real property from the United States or any of its agencies. However, the provisions of section 164(d) and § 1.164–6 shall apply to a sale of real property to which section 164(f) and this section apply, if the seller is other than the United States or any of its agencies.

[F.R. Doc. 59-4589; Filed, June 1, 1959; 8:50 a.m.]

DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE

Food and Drug Administration

[21 CFR Part 19]

CHEESES; PROCESSED CHEESES; CHEESE FOODS; CHEESE SPREADS; AND RELATED FOODS; DEFINITIONS AND STANDARDS OF IDENTITY

Cheddar Cheese, Washed Curd Cheese, Colby Cheese, Granular Cheese, and Swiss Cheese; Notice of Proposal to Amend Standards of Identity

Notice is hereby given of a petition filed by the National Cheese Institute, 110 North Franklin Street, Chicago 6, Illinois, proposing that the standards of identity for cheddar cheese, washed curd

cheese, colby cheese, granular cheese, and swiss cheese (21 CFR and 21 CFR, 1957 Supp. 19.500, 19.505, 19.510, 19.535, 19.540) each be amended by adding a new subparagraph as hereinafter specified.

Pursuant to the authority of the Federal Food, Drug, and Cosmetic Act (secs. 401, 701, 52 Stat. 1046, 1055, as amended, 70 Stat. 919; 21 U.S.C. 341, 371) and in accordance with the authority delegated to the Commissioner of Food and Drugs by the Secretary of Health, Education, and Welfare (22 F.R. 1045, 23 F.R. 9500) all interested persons are hereby invited to present their views in writing regarding the proposals published below. Such views and comments should be submitted in quintuplicate, addressed to the Hearing Clerk, Department of Health, Education, and Welfare, Room 5440, Health, Education, and Welfare Building, 330 Independence Avenue SW., Washington 25, D.C., prior to the thirtieth day following the date of publication of this notice in the FEDERAL REGISTER.

It is proposed that each of the definitions and standards of identity listed below be amended by adding thereto a new subparagraph, numbered as indicated in the list, and reading as follows:

(—) During the process such milk may be treated with hydrogen peroxide complying with U.S. Pharmacopeia specifications, except as to concentration, in an amount not to exceed 0.05 percent hydrogen peroxide, of the weight of the milk used. Such hydrogen peroxide shall be eliminated by addition of sufficient catalase of suitable purity but in an amount not in excess of the quantity specified in this section.

The standards proposed for amendment by addition of the new subparagraph are:

1. Section 19.500 *Cheddar cheese, cheese; identity; label statement of optional ingredients:* Add as a new subparagraph (3) to paragraph (e).

2. Section 19.505 *Washed curd cheese, soaked curd cheese; identity; label statement of optional ingredients:* Add as a new subparagraph (3) to paragraph (c).

3. Section 19.510 *Colby cheese; identity; label statement of optional ingredients:* Add as a new subparagraph (3) to paragraph (c).

4. Section 19.535 *Granular cheese, stirred curd cheese; identity; label statement of optional ingredients:* Add as a new subparagraph (3) to paragraph (c).

5. Section 19.540 *Swiss cheese, emmentaler cheese; identity; label statement of optional ingredients:* Designate text of present paragraph (c) as (c)(1) and add a new subparagraph, numbering it as subparagraph (2).

Dated: May 27, 1959.

[SEAL] JOHN L. HARVEY,
Deputy Commissioner of Food and Drugs.

[F.R. Doc. 59-4570; Filed, June 1, 1959; 8:47 a.m.]

DEPARTMENT OF LABOR

Wage and Hour Division

[29 CFR Part 681]

HOMEWORKERS IN CERTAIN INDUSTRIES IN PUERTO RICO

Piece Rates for Hand-lacing of Certain Plastic and Leather Products; Amendment

Notice is hereby given that the Administrator of the Wage and Hour and Public Contracts Divisions proposes to amend 29 CFR, Part 681 to increase the minimum piece rates for homeworkers in the Leather, Leather Goods, and Related Products Industry, and the Shoe and Related Products Industry in Puerto Rico.

The proposed amendment is based on section 6(a)(2) of the Fair Labor Standards Act of 1938 (52 Stat. 1062, as amended; 29 U.S.C. 206) which requires in part that homeworkers in Puerto Rico be paid not less than the minimum piece rate prescribed by regulation or order. Such minimum piece rates are required to be commensurate with, and to be paid in lieu of, the minimum hourly wage rates established under section 6 of the Act.

Since the minimum hourly wage rates for employees in the Leather, Leather Goods, and Related Products Industry (24 F.R. 3792), and the Shoe and Related Products Industry (24 F.R. 3791) in Puerto Rico have recently been increased by wage orders giving effect to the recommendations of Industry Committees under section 8 of the Act, it is now necessary to increase the piece rates for homeworkers in these industries commensurately therewith.

Accordingly, pursuant to section 4 of the Administrative Procedure Act (60 Stat. 238; 5 U.S.C. 1003), and under the authority of sections 6 and 8 of the Fair Labor Standards Act of 1938 (52 Stat. 1062 as amended, 1066 as amended; 29 U.S.C. 206, 211), Reorganization Plan No. 6 of 1950 (3 CFR, 1950 Supp., p. 165), and General Order No. 45–A of the Secretary of Labor (15 F.R. 3290), notice is hereby given that I propose to amend 29 CFR, Part 681 as follows:

1. Paragraph (c) of § 681.9 is amended to read as follows:

(c) *Piece rates for the hand-lacing of plastic and leather wallets, leather wallet covers, and leather moccasin plugs.* A minimum piece rate of $^{7}\!/_{100}$ of one cent per dozen stitches shall be paid to homeworkers in Puerto Rico engaged in the hand-lacing, single stitch, with plastic lacing material, of leather wallets and leather wallet covers; a minimum piece rate of $^{88}\!/_{100}$ of one cent per dozen stitches shall be paid to homeworkers in Puerto Rico engaged in the hand-lacing, single stitch, with plastic lacing material of leather moccasin plugs; a minimum piece rate of 1 and $^{71}\!/_{100}$ cents per dozen stitches shall be paid to homeworkers in Puerto Rico engaged in the hand-lacing, double stitch, with plastic lacing material, of leather wallets and leather wallet covers; and a minimum piece rate of 2 and $^{13}\!/_{100}$ cents per dozen stitches shall be paid to homeworkers in Puerto Rico engaged in hand-lacing, double stitch, with plastic lacing material, of plastic wallets.

(Secs. 6, 11, 52 Stat. 1062, as amended, 1066 as amended; 29 U.S.C. 206, 211)

Prior to any final action on this proposal, consideration will be given to any data, views or arguments pertaining thereto which are submitted in writing to the Administrator, Wage and Hour and Public Contracts Divisions, United States Department of Labor, Washington 25, D.C., within 15 days from publication of this notice in the FEDERAL REGISTER.

Signed at Washington, D.C., this 27th day of May 1959.

CLARENCE T. LUNDQUIST,
Administrator.

[F.R. Doc. 59-4578; Filed, June 1, 1959; 8:49 a.m.]

NOTICES

DEPARTMENT OF THE TREASURY

Office of the Secretary

[AA 643.3]

TITANIUM DIOXIDE FROM ITALY

Determination of No Sales at Less Than Fair Value

MAY 27, 1959.

A complaint was received that titanium dioxide from Italy was being sold in the United States at less than fair value within the meaning of the Antidumping Act of 1921.

I hereby determine that titanium dioxide from Italy is not being, nor is likely to be, sold at less than fair value within the meaning of section 201(a) of the Antidumping Act, 1921, as amended (19 U.S.C. 160(a)).

Statement of reasons. Sales for home consumption in Italy were of sufficient quantity to permit comparison with sales to the United States. Consequently, for fair value purposes, purchase price was compared to home market price. In calculating the latter, allowance was made for circumstances of sale peculiar to the home market such as selling, advertising, and warehousing expenses.

During part of the period under consideration, it was found that the purchase price was less than the home market price. The difference and the

quantities involved, however, are considered to be not more than insignificant.

During the course of the inquiry, the manufacturer changed his prices both to the United States and in the home market. The former was increased and the latter decreased. As a result of the change in pricing, purchase price is now not less than home market price. Assurance has been received from the manufacturer that he does not intend to sell in the future at what might be considered dumping prices.

This determination and the statement of the reasons therefor are published pursuant to section 201(c) of the Antidumping Act, 1921, as amended (19 U.S.C. 160(c)).

[SEAL] A. GILMORE FLUES,
Acting Secretary of the Treasury.

[F.R. Doc. 59-4588; Filed, June 1, 1959; 8:50 a.m.]

DEPARTMENT OF THE INTERIOR

Fish and Wildlife Service

[Director's Order 6, Revised Amdt. 1]

DESIGNATED OFFICIALS OF THE BUREAU OF SPORT FISHERIES AND WILDLIFE

Delegation of Authority With Respect to Reimbursement of Costs in Connection With Land Acquisition and Interests Therein

MAY 27, 1959.

Section 1 of said order is amended by adding a new paragraph reading as follows:

The Regional Directors, Regions 1 to 6 inclusive, are also authorized to exercise the authority of the Director, Bureau of Sport Fisheries and Wildlife, under section 1 of the act of May 29, 1958 (72 Stat. 152; 43 U.S.C. 1231-1234), relating to reimbursement of owners and tenants of lands acquired for Department programs for expenses and other losses and damages incurred by them in the process, and as a direct result of such moving of themselves, their families, and their possessions, as is occasioned by such acquisition.

(Secretary's Order No. 2840; Commissioner's Order No. 4)

D. H. JANZEN,
Director, Bureau of Sport Fisheries and Wildlife.

[F.R. Doc. 59-4557; Filed, June 1, 1959; 8:46 a.m.]

DEPARTMENT OF JUSTICE

Office of the Attorney General

[Tax Division Directive No. 1]

CHIEF, COMPROMISE SECTION ET AL.

Redelegation of Authority to Compromise, Settle, and Close Claims

MAY 18, 1959.

Under authority of subsection (*l*) of section 23 of Order No. 175-59 of January 19, 1959, redelegations of authority to compromise, administratively settle, and close civil cases assigned to the Tax Division are hereby made as indicated below:

1. Subject to the limitations and conditions set forth in paragraph 3 hereof, the Chief of the Compromise Section shall have authority to—

(a) Accept offers in compromise of claims in behalf of the United States in all cases in which the gross amount of the original claim does not exceed $100,000, and of claims against the United States in all cases in which the amount of the refund does not exceed $50,000;

(b) Approve administrative settlements not exceeding $10,000;

(c) Close (other than by compromise or by entry of judgment) civil claims asserted by the Government in all cases in which the gross amount of the original claim does not exceed $10,000;

(d) Reject offers in compromise, in whatever amounts: *Provided*, That the proposed disposition of the claim is unopposed by the agency or the United States Attorney concerned or by the chief of the section to which the claim is assigned.

2. Subject to the limitations and conditions set forth in paragraph 3, the First Assistant and the Second Assistant each shall have authority to—

(a) Accept offers in compromise of claims in behalf of the United States in all cases in which the gross amount of the original claim does not exceed $100,000, and of claims against the United States in all cases in which the amount of the refund does not exceed $50,000: *Provided*, That these monetary limits shall be reduced to $10,000 in all cases in which the agency concerned opposes the proposed disposition;

(b) Approve administrative settlements not exceeding $50,000: *Provided*, That this monetary limit shall be reduced to $10,000 in all cases in which the agency concerned opposes the proposed disposition;

(c) Close (other than by compromise or by entry of judgment) civil claims asserted by the Government in all cases in which the gross amount of the original claim does not exceed $100,000: *Provided*, That this monetary limit shall be reduced to $10,000 in all cases in which the agency concerned opposes the proposed disposition;

(d) Reject offers in compromise, or disapprove administrative settlements or closings, in whatever amounts.

3. The authority redelegated in paragraphs 1 and 2 shall be subject to the following limitations and conditions:

(a) When, for any reason, the compromise or administrative setlement or closing of a particular claim, as a practical matter, will control or adversely influence the disposition of other claims totaling more than the respective amounts designated in paragraphs 1 and 2, the case shall be forwarded for review at a higher level.

(b) When because a novel question of law or a question of policy is presented, or for any other reason, the proposed disposition should, in the opinion of the person otherwise authorized herein to take final action thereon, receive a review at a higher level, the case shall be forwarded for such review.

(c) Nothing in this directive shall be interpreted as altering any provision of section 23 of Order No. 175-59 requiring the submission of cases to the Attorney General or the Solicitor General.

4. The provisions of this order with respect to administrative settlements shall apply to cases pending on appeal in which the Government confesses error.

5. In each case in which a claim is closed under paragraph 1(c) or paragraph 2(c) of this directive, the person closing the claim shall execute and place in the file pertaining to the claim a description of the claim and a full statement of the reasons for closing it.

CHARLES K. RICE,
Assistant Attorney General.

Approved: May 26, 1959.

WILLIAM P. ROGERS,
Attorney General.

[F.R. Doc. 59-4548; Filed, June 1, 1959; 8:45 a.m.]

DEPARTMENT OF COMMERCE

Maritime Administration

[Docket No. S-93]

MOORE-McCORMACK LINES, INC.

Notice of Application and of Hearing

Notice is hereby given of the application of Moore-McCormack Lines, Inc., for written permission of the Maritime Administrator, under section 805(a) of the Merchant Marine Act, 1936, as amended, 46 U.S.C. 1223, for its owned vessel, the "SS Robin Mowbray," which is under time charter to States Marine Lines to engage in one intercoastal voyage commencing at United States North Pacific ports on or about June 23, 1959, to load a full cargo of lumber for discharge at United States North Atlantic and/or United States Gulf ports. This application may be inspected by interested parties in the Office of Government Aid, Maritime Administration.

A hearing on the application has been set before the Maritime Administrator for June 17, 1959, at 10:00 a.m., e.d.t., in Room 4458, General Accounting Office Building, 441 G Street NW., Washington 25, D.C. Any person, firm, or corporation having any interest (within the meaning of section 805(a)) in such application and desiring to be heard on issues pertinent to section 805(a) must, before the close of business on June 16, 1959, notify the Secretary, Maritime Administration in writing, in triplicate, and file petition for leave to intervene which shall state clearly and concisely the grounds of interest, and the alleged facts relied on for relief. Notwithstanding anything in Rule 5(n) of the rules of practice and procedure, Maritime Administration, petitions for leave to intervene received after the close of business

on June 16, 1959, will not be granted in this proceeding.

Dated: May 28, 1958.

JAMES L. PIMPER,
Secretary.

[F.R. Doc. 59-4566; Filed, June 1, 1959; 8:47 a.m.]

Office of the Secretary

DR. KEVIN G. SHEA

Report of Appointment and Statement of Financial Interests

Report of appointment and statement of financial interests required by section 710(b)(6) of the Defense Production Act of 1950, as amended.

Report of Appointment

1. Name of appointee: Dr. Kevin G. Shea.
2. Employing agency: Department of Commerce, Business and Defense Services Administration.
3. Date of appointment: May 14, 1959.
4. Title of position: Consultant.
5. Name of private employer: Curtiss-Wright Corporation, Princeton. N.J.

CARLTON HAYWARD,
Director of Personnel.

APRIL 23, 1959.

Statement of Financial Interests

6. Names of any corporations of which the appointee is an officer or director or within 60 days preceding appointment has been an officer or director, or in which the appointee owns or within 60 days preceding appointment has owned any stocks, bonds, or other financial interests; any partnerships in which the appointee is, or within 60 days preceding appointment was, a partner; and any other businesses in which the appointee owns, or within 60 days preceding appointment has owned, any similar interest.

Bank deposits.
Curtiss-Wright Corporation.
Quebec Natural Gas.

KEVIN G. SHEA.

MAY 14, 1959.

[F.R. Doc. 59-4549; Filed, June 1, 1959; 8:45 a.m.]

WILLIAM E. VAUGHN

Statement of Changes in Financial Interests

In accordance with the requirements of section 710(b)(6) of the Defense Production Act of 1950, as amended, and Executive Order 10647 of November 28, 1955, the following changes have taken place in my financial interests as reported in the FEDERAL REGISTER during the last six months.

A. Deletions: No change.
B. Additions: No change.

This statement is made as of May 18, 1959.

WILLIAM E. VAUGHN.

MAY 18, 1959.

[F.R. Doc. 59-4550; Filed, June 1, 1959; 8:45 a.m.]

ARTHUR W. McKINNEY

Statement of Changes in Financial Interests

In accordance with the requirements of section 710(b)(6) of the Defense Production Act of 1950, as amended, and Executive Order 10647 of November 28, 1955, the following changes have taken place in my financial interests as reported in the FEDERAL REGISTER during the last six months.

A. Deletions: No change.
B. Additions: No change.

This statement is made as of May 8, 1959.

ARTHUR W. McKINNEY

MAY 18, 1959.

[F.R. Doc. 59-4551; Filed, June 1, 1959; 8:45 a.m.]

ATOMIC ENERGY COMMISSION

[Docket No. 50-3]

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

Notice of Proposed Issuance of Amendment of Construction Permit

Please take notice that the Atomic Energy Commission proposes to issue Amendment No. 2 to Construction Permit No. CPPR-1, issued on May 4, 1956, to Consolidated Edison Company of New York, Incorporated, substantially as set forth in the final paragraph of Annex "A" below unless within 30 days after the filing of this notice with the Federal Register Division a request for a formal hearing is filed with the Commission as provided by the Commission's rules of practice (10 CFR Part 2). Also set forth below are proposed findings and a conclusion concerning the proposed amendment.

For further details see (1) the application for license submitted by the Company, (2) a letter dated January 12, 1959, from the Chairman, Advisory Committee on Reactor Safeguards, and (3) a hazards analysis of the containment vessel's design prepared by the Hazards Evaluation Branch of the Division of Licensing and Regulation, all on file at the Commission's Public Document Room, 1717 H Street NW., Washington, D.C. Copies of items (2) and (3) above may be obtained at the Commission's Public Document Room or upon request addressed to the Atomic Energy Commission, Washington 25, D.C., Attention: Director, Division of Licensing and Regulation.

Dated at Germantown, Md., this 28th day of May 1959.

For the Atomic Energy Commission.

H. L. PRICE,
Director,
Licensing and Regulation.

ANNEX A

PROPOSED FINDINGS, CONCLUSION AND AMENDMENT TO CONSTRUCTION PERMIT

Consolidated Edison Company of New York, Incorporated, submitted Amendment No. 6 to its license application dated August 29, 1958, supported by Exhibit K-4 "Report on Hazards Analysis and Design for Containment Vessel", Exhibit K-1 (Rev. 2) "Core Design and Characteristics Consolidated Edison Reactor" and Exhibit L-5 "Evaluation of Potential Radiation Hazard Resulting From Assumed Release of Radioactive Wastes to Atmosphere From the Proposed Buchanan Nuclear Power Plant". Amendment No. 6 requests that sections V, VI and IX of Exhibit K-4 be approved as technical specifications for the containment vessel of the plant.

Based upon review of the information contained in the application and amendments Nos. 1 through 6 thereto, and the report of the Advisory Committee on Reactor Safeguards dated January 12, 1959, the Commission finds that:

1. The containment vessel is designed in accordance with section VIII of the ASME Boiler and Pressure Vessel Code (1956 Edition), as modified by a number of Code Cases applying to containment vessels for nuclear power plants. The design is based on a containment vessel working pressure of 25 psig. The containment vessel will be pneumatically tested at 31.25 psig.

2. If the containment vessel is constructed as designed, it appears that the vessel will have a leakage rate not in excess of 0.1 percent per day at 25 psig.

3. The maximum credible accident for the proposed reactor as presently designed and its consequences for the safety of plant personnel and the surrounding populace have not yet been definitively established. This cannot be done until the final design of the facility is complete and the characteristics of the core determined.

4. The applicant has postulated an accident, referred to as the "maximum credible incident". This accident is postulated to result from a rupture in one primary coolant loop equivalent in area to the cross section of the largest pipe in the loop, with release and flashing to the containment vessel of all primary system water plus the steam and water on the secondary side of the failed loop, since the tubes to the boiler connected to that loop would also fail, with the reactor operating at 115 percent rated power. It is further assumed that melting of the stainless steel fuel cladding would begin about 3 minutes after the incident with completion of melting in approximately 30 minutes and that 25 percent of the stainless steel would react with water followed by recombination of the H_2 and O_2.

5. The pressure rise within the container from the accident is calculated to not exceed 25.8 psig. The proposed external spray system will be capable of reducing the internal pressure to 10 psig in approximately 12 hours; if the internal spray system remained operative the reduction in pressure would be more rapid.

6. In calculating the radiation dosages resulting from the accident postulated, the applicant assumed that at the time of the accident the reactor had been operating at 115 percent of rated power for an aggregate core lifetime of 600 full power days and that 100 percent of the gaseous and fission products and 10 percent of all others would be released from the reactor and uniformly dis-

persed within the containment vessel. Analysis of the radiological effects of this accident indicates that the average dose rate for the first week at the site boundary due to radiation from radioactive materials within the vessel would not exceed 0.02 mr per hour, which rate is sufficiently low that the standards for continuous radiation levels in unrestricted areas set out in 10 CFR Part 20 will not be exceeded. Average atmospheric concentrations, in unrestricted areas, of radioactive materials resulting from leakage of the containment vessel, were calculated to be less than the maximum permissible concentrations set out in 10 CFR Part 20 except for Strontium-90 which, in some adverse circumstances, would be 1.04 times the maximum permissible concentration.

7. We believe that the hypothetical accident postulated by the applicant is of greater severity than one would reasonably expect from the maximum credible accident to this facility and we agree that the consequences from this accident would be within acceptable limits. As stated in Finding No. 3 above, however, this cannot be definitely established until the final design of the facility is complete and the characteristics of the core determined.

8. Several unresolved questions require further study to insure that the containment will perform as intended:

A. The steel shield is designed to withstand about 1.5 psi external pressure differential, according to the ASME Code. It appears that factors such as barometric and temperature changes and over-cooling by the post-accident pressure reducing system could possibly cause negative pressures below atmospheric inside the sealed sphere which, when combined with dead loads, might result in excessive external pressures. Study should be given to this problem to determine whether means should be provided to relieve excessive negative internal pressure.

B. Sphere penetrations, the details of which are not yet available, must be designed to insure integrity of the pressure shell and should incorporate adequate closure means on all penetrations carrying fluids which might become radioactive or through which the post-accident atmosphere might escape. Also, provision should be made for rapid sealing of the sphere in the event of release of radioactivity at times when the reactor is not operating, such as might occur from a mishap to a fuel element during removal and handling.

C. The shell will be protected against externally generated missiles by the concrete shielding structure. On the basis of extensive studies by the applicant it appears that there is little danger from internal missiles resulting from fragmentation of rotating machinery or mechanical failure of high pressure components. While it is possible that high energy releases which might accompany a serious reactor accident could cause ejection of missiles from the reactor, it is probable that such energy releases would approximate the slower propellant type of reaction rather than the explosive detonation type, and the internal concrete and steel structure surrounding the reactor could absorb the energy from such missiles. Design of the internal structure will be evaluated in this respect in due course.

9. The applicant is providing unusually thorough containment for this reactor, based on a philosophy that occurrence of any credible accident should not cause interference with normal operation of adjacent generating units which might be constructed at the Indian Point location.

On the basis of these findings the Commission concludes that the proposed design of the containment structure should be adequate in preventing any credible accident from presenting an undue hazard to the health and safety of the public.

Based on the above findings and conclusions the Commission proposes to amend Construction Permit No. CPPR–1 to add the following new paragraph after Condition (6) in the permit:

The Commission approves the following technical specifications:

(1) The mechanical design of the containment vessel, the arrangement inside the containment vessel, and the leakage analysis of the containment vessel as described in sections V, VI and IX respectively, of Exhibit No. K–4, of Amendment No. 6, dated August 29, 1958, to the application, subject to a final determination by the Commission of the effects of the maximum credible accident based upon consideration of the final hazards summary report and subject to satisfactory resolution of the following matters:

(a) Adequacy of the containment vessel to withstand external pressure;

(b) Adequate safeguards with respect to penetrations to assure for minimizing leakage and for rapid closure in the event of an accident;

(c) Evaluation of the capability of the containment vessel to resist rupture from internal missiles.

This amendment is effective as of the date of issuance.

For the Atomic Energy Commission.

[F.R. Doc. 59–4569; Filed, June 1, 1959; 8:47 a.m.]

CIVIL AERONAUTICS BOARD

[Docket No. 9063]

TRANS WORLD AIRLINES, INC.

Notice of Hearing on Reopened Siesta Sleeper Seat Service

In the matter of the Reopened Trans World Airlines, Inc. Siesta Sleeper Seat Service Case.

Notice is hereby given pursuant to the Federal Aviation Act of 1958, particularly sections 404 (a) and (b) and 1002(d) of said Act, that a public hearing in the above-entitled proceeding is assigned to be held on June 9, 1959 at 10:00 a.m., e.d.t., in Room 725, Universal Building, 1825 Connecticut Avenue N.W., Washington 25, D.C. before Examiner Richard A. Walsh.

Without limiting the scope of the issues presented in such proceeding, particular attention will be directed to the following question:

Whether it is unjust or unreasonable, unjustly discriminatory, unduly preferential or unduly prejudicial, or otherwise unlawful for Trans World Airlines, Inc. to charge prevailing first-class fares for its present siesta-seat service or for other siesta-seat services it may offer, not reflected in the record, affording the seating space and comfort associated with its siesta-seat service.

Notice is further given that any person desiring to be heard in this proceeding must file with the Board on or before June 9, 1959, a statement setting forth the issues of fact or law he desires to controvert.

For further details regarding this proceeding and the issues involved herein, interested persons are referred to Board Order E–13447 dated January 29, 1959, and to the report of the Prehearing Conference served herein on May 6, 1959, which are on file with the Civil Aeronautics Board.

Dated at Washington, D.C., May 27, 1959.

[SEAL] FRANCIS W. BROWN,
Chief Examiner.

[F.R. Doc. 59–4579; Filed, June 1, 1959; 8:49 a.m.]

FEDERAL COMMUNICATIONS COMMISSION

[Docket No. 12824; FCC 59M–685]

INTER-CITIES BROADCASTING CO.

Order Scheduling Prehearing Conference

In re application of Theodore A. Kolasa, Henry J. Kolasa, Mitchell A. Kolasa and Alphonse R. Deresz, d/b as Inter-Cities Broadcasting Company, Livonia, Michigan, Docket No. 12824, File No. BP–10991; for construction permit for a new standard broadcast station.

On the Hearing Examiner's own motion: *It is ordered*, This 26th day of May 1959, that a pre-hearing conference in the above-entitled proceeding will be held on June 1, 1959, at 10:00 a.m. At that conference a new hearing date will be established.

Released: May 28, 1959.

FEDERAL COMMUNICATIONS COMMISSION,
[SEAL] MARY JANE MORRIS,
Secretary.

[F.R. Doc. 59–4586; Filed, June 1, 1959; 8:50 a.m.]

[Docket Nos. 12865, 12866; FCC 59M–684]

CHRONICLE PUBLISHING CO., INC. (KRON–TV), AND AMERICAN BROADCASTING - PARAMOUNT THEATRES, INC. (KGO–TV)

Order Scheduling Hearing

In re applications of Chronicle Publishing Company (KRON–TV), San Francisco, California, Docket No. 12865, File No. BPCT–2168; American Broadcasting-Paramount Theatres, Inc. (KGO–TV), San Francisco, California, Docket No. 12866, File No. BPCT–2401; for construction permits to increase antenna height.

It is ordered, This 27th day of May 1959, that Jay A. Kyle, in lieu of Forest L. McClenning, will preside at the hearing in the above-entitled proceeding which is scheduled to commence on July 6, 1959, in Washington, D.C.

Released: May 27, 1959.

FEDERAL COMMUNICATIONS COMMISSION,
[SEAL] MARY JANE MORRIS,
Secretary.

[F.R. Doc. 59–4587; Filed, June 1, 1959; 8:50 a.m.]

FEDERAL POWER COMMISSION

[Docket No. G–18154]

SUBURBAN FUEL GAS, INC.

Notice of Application

MAY 26, 1959.

Take notice that on March 26, 1959, supplemented on April 24 and May 1, 1959, Suburban Fuel Gas, Inc. (Applicant) filed in Docket No. G–18154 an application, pursuant to section 7(a) of the Natural Gas Act, for an order of the Commission directing The Ohio Fuel Gas Company (Ohio Fuel) to establish physical connection of its natural gas facilities with certain proposed facilities to be operated by Applicant and to sell natural gas to Applicant for resale in the Villages of Deshler, Hamler, Holgate, Hoytville and McComb, and intervening and surrounding territory in Henry, Wood and Hancock Counties, Ohio, all as more fully set forth in the application and exhibits, as supplemented, in this proceeding, which are on file with the Commission and open to public inspection.

The aforesaid five municipalities will finance, construct and own the necessary transmission and distribution systems which will be operated by Applicant under lease agreements to be entered into with each town.

Applicant proposes to take deliveries of natural gas from Ohio Fuel's 16-inch pipeline at a point approximately 16 miles east of Deshler and transport same through 37.8 miles of 8- and 6-inch transmission pipeline extending from the Ohio Fuel connection, serving the five municipal distribution system customers and other consumers along the route of said pipeline at retail.

The estimated cost of construction of all the proposed facilities is $1,303,000, including overheads and contingencies, to be financed by revenue bonds which will be sold to Ryan, Sutherland and Company, a Toledo, Ohio, investment banking firm.

Applicant estimates the gas requirements of the proposed consumers under this application (approximately 90 percent of the area's 7,000 population are stated to have requested service) as follows:

Year of service	Peak day (Mcf)	Annual (Mcf)
1959	4,000	300,000
1960	6,000	1,045,000
1961	6,000	1,045,000
1962	6,900	1,045,000
1963	6,900	1,045,000

Protests or petitions to intervene may be filed with the Federal Power Commission, Washington 25, D.C., in accordance with the rules of practice and procedure (18 CFR 1.8 or 1.10) on or before June 24, 1959.

JOSEPH H. GUTRIDE,
Secretary.

[F.R. Doc. 59–4553; Filed, June 1, 1959; 8:45 a.m.]

[Docket Nos. G–18560, 18565]

WARREN PETROLEUM CORP. AND ATLANTIC REFINING CO.

Order for Hearing and Suspending Proposed Changes in Rates [1]

MAY 27, 1959.

In the matters of Warren Petroleum Corporation, Docket No. G–18560; The Atlantic Refining Company (operator), et al., Docket No. G–18565.

The proposed changes hereinafter designated, which constitute increased rates and charges in presently effective rate schedules for sales of natural gas subject to the jurisdiction of the Commission, have been tendered for filing by the above-named Respondents. In each filing the purchaser is El Paso Natural Gas Company.

In support of its increases, Warren Petroleum Corporation submits copies of El Paso's favored-nation letter and cites other favored-nation increases in the area. Warren also states that its increased rates are justified by contract terms agreed to at arm's length bargaining and by comparison with other prices in the area and the going market price. Atlantic cites the contract favored-nation provisions and the triggering rate of Humble Oil & Refining Company and states the contract resulted from arm's length bargaining.

The increased rates and charges so proposed have not been shown to be justified, and may be unjust, unreasonable, unduly discriminatory or preferential, or otherwise unlawful.

Respondent	Rate schedule No.	Supplement No.	Notice of changes dated	Date tendered	Effective date	Rate suspended and deferred until	Rate in effect subject to refund in docket number
1. Warren Petroleum Corp.	22	8	4–28–59	4–30–59	[1] 5–31–59	10–31–59	G–16114 (Sup. No. 7). (Also subject to order in Docket No. G–12842.)
2. Warren Petroleum Corp.	42	10	4–27–59	4–30–59	[1] 5–31–59	10–31–59	G–15311 (Sup. No. 9 to FPC Gas Rate Schedule No. 42).
3. Warren Petroleum Corp.	45	4	4–27–59	4–30–59	[2] 5–31–59	10–31–59	G–15311 (Sup. No. 3 to FPC Gas Rate Schedule No. 45).
4. The Atlantic Refining Co. (Operator), et al.	10	3	4–29–59	5– 1–59	[1] 6– 1–59	11– 1–59	G–14035 (Sup. No. 2).

[1] The stated effective date is that proposed by the Respondent.

The Commission finds: It is necessary and proper in the public interest and to aid in the enforcement of the provisions of the Natural Gas Act that the Commission enter upon hearings concerning the lawfulness of the several proposed changes and that the designated supplements to Respondents' FPC Gas Rate Schedules be suspended and the use thereof deferred as hereinafter ordered.

The Commission orders:

(A) Pursuant to the authority of the Natural Gas Act, particularly sections 4 and 15 thereof, the Commission's rules of practice and procedure, and the regulations under the Natural Gas Act (18 CFR Ch. I), public hearings shall be held upon dates to be fixed by notices from the Secretary concerning the lawfulness of the proposed increased rates and charges contained in the designated supplements to Respondents' FPC Gas Rate Schedules.

(B) Pending hearing and decision thereon, each of the said supplements tendered by Warren Petroleum Corporation are hereby suspended and the use thereof deferred until October 31, 1959, and until such further time as they are made effective in the manner prescribed by the Natural Gas Act.

(C) Pending hearing and decision thereon, the said supplement tendered by The Atlantic Refining Company be and it hereby is suspended and the use thereof deferred until November 1, 1959, and until such further time as it is made effective in the manner prescribed by the Natural Gas Act.

(D) None of the several supplements hereby suspended, nor the rate schedule sought to be altered thereby, shall be changed until the relevant proceeding has been disposed of or until the applicable period of suspension has expired, unless otherwise ordered by the Commission.

(E) Interested State commissions may participate as provided by §§ 1.8 or 1.37(f) of the Commission's rules of practice and procedure (18 CFR 1.8 or 1.37(f)).

By the Commission.

JOSEPH H. GUTRIDE,
Secretary.

[F.R. Doc. 59–4572; Filed, June 1, 1959; 8:48 a.m.]

[1] This order does not provide for the consolidation for hearing or disposition of the several matters covered herein, nor should it be so construed.

[Docket No. G–8488 etc.]

SOHIO PETROLEUM CO. ET AL.

Notice of Postponement of Hearing

MAY 26, 1959.

In the matters of Sohio Petroleum Company, Docket Nos. G–8488, G–11512, G–11884, G–12205, G–12660, G–14375, G–14600, G–15211, G–15399, G–16111, G–16634 and G–18098; Sohio Petroleum Company (Operator), et al., Docket Nos. G–16601 and G–17133; Sohio Petroleum Company, Docket No. G–18355.

Upon consideration of the motion filed May 21, 1959, by Counsel for Sohio Pe-

troleum Company for postponement of the hearing now scheduled for June 16, 1959, in the above-designated matters:

The hearing now scheduled for June 16, 1959, is hereby postponed to June 30, 1959, at 10:00 a.m., e.d.s.t., in a hearing room of the Federal Power Commission, 441 G Street NW., Washington, D.C.

JOSEPH H. GUTRIDE,
Secretary.

[F.R. Doc. 59-4554; Filed, June 1, 1959; 8:45 a.m.]

[Docket No. G-18626]

SOUTH GEORGIA NATURAL GAS CO.

Order Suspending Proposed Revised Tariff Sheets and Providing for Hearing

MAY 27, 1959.

South Georgia Natural Gas Company (South Georgia) on April 23, 1959, tendered for filing Third Revised Sheet No. 5 and Second Revised Sheet No. 6 to its FPC Gas Tariff, Original Volume No. 1.

The proposed increase is based upon increased purchased gas costs reflecting the increased rates of its supplier, Southern Natural Gas Company, which rates were filed April 13, 1959 and suspended until November 1, 1959 in Docket No. G-18512.

In support of the proposed increase South Georgia has submitted a cost of service for the twelve months ended February 28, 1959, which includes a rate of return of 6¾ percent and adjusted for increased purchased gas expense based on the rates of Southern Natural filed April 13, 1959.

Protests and requests for suspension of the proposed rate increase were received from the Georgia Public Service Commission, the Gas Section of the Georgia Municipal Association, which includes 14 municipal systems, and from Atlanta Gas Light Company, South Georgia's largest wholesale customer. Two of the municipalities have, in addition, requested that the increase be rejected.

The proposed changes in rates, charges, classifications, or services provided for in the tariff sheets tendered by South Georgia on April 23, 1959, have not been shown to be justified, and may be unjust, unreasonable, unduly discriminatory, or preferential, or otherwise unlawful.

The Commission finds: It is necessary and proper in the public interest, and to aid in the enforcement of the provisions of the Natural Gas Act, that the Commission enter upon a hearing concerning the lawfulness of the rates, charges, classifications, and services contained in South Georgia's FPC Gas Tariff, Original Volume No. 1, as sought to be amended by Third Revised Sheet No. 5 and Second Revised Sheet No. 6, and that such revised tariff sheets and the rates proposed therein be suspended and the use thereof deferred as hereinafter provided.

The Commission orders:

(A) Pursuant to the authority of the Natural Gas Act, particularly sections 4 and 15 thereof, the Commission's rules of practice and procedure, and the regulations under the Natural Gas Act (18 CFR Ch. I), a public hearing be held upon a date to be fixed by notice from the Secretary concerning the lawfulness of the rates, charges, classifications, and services contained in South Georgia's FPC Gas Tariff Original Volume No. 1, as proposed to be amended by Third Revised Sheet No. 5 and Second Revised Sheet No. 6.

(B) Pending such hearing, and decision thereon, Third Revised Sheet No. 5 and Second Revised Sheet No. 6 to South Georgia's FPC Gas Tariff Original Volume No. 1, be suspended and the use thereof deferred until November 1, 1959, and until such further time as they may be made effective in the manner prescribed by the Natural Gas Act.

(C) Interested State commissions may participate as provided by §§ 1.8 and 1.37(f) of the Commission's rules of practice and procedure (18 CFR 1.8 and 1.37(f)).

By the Commission.

JOSEPH H. GUTRIDE,
Secretary.

[F.R. Doc. 59-4573; Filed, June 1, 1959; 8:48 a.m.]

[Docket No. G-18566]

CONTINENTAL OIL CO.

Order for Hearing and Suspending Proposed Change in Rate

MAY 27, 1959.

In the matter of Continental Oil Company (Operator) et al., Docket No. G-18566.

Continental Oil Company (Operator) et al. (Continental) on April 27, 1959, tendered for filing a proposed change in a presently effective rate schedule for its sales of natural gas subject to the jurisdiction of the Commission. The proposed change, which constitutes an increased rate and charge, is contained in the following designated filing:

Description: Notice of change, dated April 24, 1959.

Purchaser: El Paso Natural Gas Company.

Rate schedule designation: Supplement No. 3 to Continental's FPC Gas Rate Schedule No. 145.

Effective date: May 28, 1959 (stated effective date is the first day after expiration of the required thirty days' notice).

In support of the proposed increase, Continental cites the favored-nation clause in its contract and a triggering increase paid by the purchaser for sales in the same area as those in question. That increase is in effect subject to refund in Phillips Petroleum Company (Operator), Docket No. G-14115. By letter of July 11, 1958, the purchaser notified Continental that under the favored-nation provision, Continental was entitled to the increased rate of 10.1699 cents. But Continental has proposed a 10.8054 cents rate, interpreting this as justified by its contract and by the price and conditions of the triggering increase.

The increased rate and charge so proposed has not been shown to be justified, and may be unjust, unreasonable, unduly discriminatory, or preferential, or otherwise unlawful.

The Commission finds: It is necessary and proper in the public interest and to aid in the enforcement of the provisions of the Natural Gas Act that the Commission enter upon a hearing concerning the lawfulness of the proposed change and that Supplement No. 3 to Continental's FPC Gas Rate Schedule No. 145 be suspended and the use thereof deferred as hereinafter ordered.

The Commission orders:

(A) Pursuant to the authority of the Natural Gas Act, particularly sections 4 and 15 thereof, the Commission's rules of practice and procedure, and the regulations under the Natural Gas Act (18 CFR Ch. I), a public hearing shall be held upon a date to be fixed by notice from the Secretary concerning the lawfulness of the proposed increased rate and charge contained in Supplement No. 3 to Continental's FPC Gas Rate Schedule No. 145.

(B) Pending the hearing and decision thereon, the supplement is hereby suspended and the use thereof deferred until October 28, 1959, and until such further time as it is made effective in the manner prescribed by the Natural Gas Act.

(C) Neither the supplement hereby suspended nor the rate schedule sought to be altered thereby shall be changed until this proceeding has been disposed of or until the period of suspension has expired, unless otherwise ordered by the Commission.

(D) Interested State commissions may participate as provided by §§ 1.8 and 1.37(f) of the Commission's rules of practice and procedure (18 CFR 1.8 and 1.37(f)).

JOSEPH H. GUTRIDE,
Secretary.

[F.R. Doc. 59-4574; Filed, June 1, 1959; 8:48 a.m.]

[Docket No. G-18559]

PAULEY PETROLEUM, INC.

Order for Hearing and Suspending Proposed Change in Rate

MAY 27, 1959.

In the matter of Pauley Petroleum, Inc. (Operator) et al., Docket No. G-18559.

Pauley Petroleum, Inc. (Operator) et al. (Pauley) on April 27, 1959, tendered for filing a proposed change in its presently effective rate schedule [1] for the sale of natural gas subject to the jurisdiction of the Commission. The proposed change, which constitutes an increased rate and charge, is contained in the following designated filing:

Description: Notice of change, dated April 24, 1959.

Purchaser: Texas Eastern Transmission Corporation.

[1] Increase suspended in Docket No. G-14320 has not been made effective subject to refund.

Rate schedule designation: Supplement No. 6 to Pauley's FPC Gas Rate Schedule No. 1.

Effective date: June 1, 1959 (stated effective date is that proposed by Pauley).

In support of the proposed two-step periodic rate increase, Pauley cites the contract provisions and states that such provisions are common in long-term contracts and are beneficial to both buyer and seller in providing a low price during the time the buyer's unauthorized capital investment is high and enables the seller to receive progressively higher returns contemporaneously with increases in costs.

The increased rate and charge so proposed has not been shown to be justified, and may be unjust, unreasonable, unduly discriminatory, or preferential, or otherwise unlawful.

The Commission finds: It is necessary and proper in the public interest and to aid in the enforcement of the provisions of the Natural Gas Act that the Commission enter upon a hearing concerning the lawfulness of the said proposed change, and that Supplement No. 6 to Pauley's FPC Gas Rate Schedule No. 1 be suspended and the use thereof deferred as hereinafter ordered.

The Commission orders:

(A) Pursuant to the authority of the Natural Gas Act, particularly sections 4 and 15 thereof, the Commission's rules of practice and procedure, and the regulations under the Natural Gas Act (18 CFR Ch. I), a public hearing be held upon a date to be fixed by notice from the Secretary concerning the lawfulness of the proposed increased rate and charge contained in Supplement No. 6 to Pauley's FPC Gas Rate Schedule No. 1.

(B) Pending such hearing and decision thereon, said supplement be and it hereby is suspended and the use thereof deferred until November 1, 1959, and until such further time as it is made effective in the manner prescribed by the Natural Gas Act.

(C) Neither the supplement hereby suspended nor the rate schedule sought to be altered thereby shall be changed until this proceeding has been disposed of or until the period of suspension has expired, unless otherwise ordered by the Commission.

(D) Interested State commissions may participate as provided by §§ 1.8 and 1.37(f) of the Commission's rules of practice and procedure (18 CFR 1.8 and 1.37(f)).

By the Commission.

JOSEPH H. GUTRIDE,
Secretary.

[F.R. Doc. 59-4575; Filed, June 1, 1959; 8:48 a.m.]

[Docket No. G-18625]

KENTUCKY WEST VIRGINIA GAS CO.

Order Providing for Hearing and Suspending Proposed Revised Tariff Sheets

MAY 27, 1959.

The Kentucky West Virginia Gas Company (Kentucky Gas), on April 27, 1959, tendered for filing Sixth Revised Sheet No. 4 and Third Revised Sheet No. 5 to its FPC Gas Tariff, Original Volume No. 1, proposing an annual increase in its rates and charges for sales subject to the jurisdiction of the Commission of $1,820,703, or 35.8 percent based on restated and adjusted sales for the calendar year 1958. The jurisdictional purchasers of natural gas from Kentucky Gas are Louisville Gas and Electric Company and Equitable Gas Company, the latter being the parent company of its wholly owned subsidiary, Kentucky Gas. An effective date of May 29, 1959 is requested by Kentucky Gas.

In support of its proposed increase, Kentucky Gas states that its present rates are inadequate to (1) permit it to service its debt, attract capital and pay reasonable dividends, and (2) finance a drilling program adequate to maintain deliveries at their test year level.

The supporting data submitted by Kentucky Gas are: (1) a revenue requirements study, (2) the market price of competitive fuels, oil and coal, the market price of locally produced gas, and the market price of gas delivered from Texas and Louisiana, and (3) Kentucky Gas' cost of service including a 9 percent rate of return on year-end rate base for the test year. Alternate studies are presented showing claimed costs reflecting (1) actual income tax paid, and (2) taxes designed to retain statutory benefits of depletion and intangible well drilling costs.

The proposed increased rates and charges have not been fully supported in several respects, including, but not limited to, the rate of return claimed; income taxes; depreciation expense; test year sales; and whether Kentucky Gas as a wholly owned subsidiary of its purchaser Equitable Gas Company is an independent producer within the meaning of the Natural Gas Act and thus may be entitled to a rate of return greater than that allowed pipelines.

The proposed changes in rates, charges, classifications, or services, provided for in the tariff sheets tendered by Kentucky Gas on April 27, 1959, have not been shown to the justified, and may be unjust, unreasonable, unduly discriminatory, or preferential, or otherwise unlawful.

The Commission finds: It is necessary and proper in the public interest, and to aid in the enforcement of the provisions of the Natural Gas Act, that the Commission enter upon a hearing concerning the lawfulness of the rates, charges, classifications, and services contained in Kentucky Gas' FPC Gas Tariff, Original Volume No. 1, as proposed to be amended by its Sixth Revised Sheet No. 4 and Third Revised Sheet No. 5, and that the Above-Designated tariff sheets and the rates proposed therein be suspended and the use thereof deferred as hereinafter ordered.

The Commission orders:

(A) Pursuant to the authority of the Natural Gas Act, particularly sections 4 and 15 thereof, the Commission's rules of practice and procedure, and the regulations under the Natural Gas Act (18 CFR Ch. I), a public hearing be held upon a date to be fixed by notice from the Secretary concerning the lawfulness of the rates, charges, classifications, and services contained in Kentucky Gas' FPC Gas Tariff, Original Volume No. 1, as proposed to be amended by its Sixth Revised Sheet No. 4 and Third Revised Sheet No. 5.

(B) Pending such hearing, and decision thereon, the above-designated tariff sheets and the rates proposed therein are suspended and the use thereof deferred until October 29, 1959, and until such further time as they are made effective in the manner prescribed by the Natural Gas Act.

(C) Interested State commissions may participate as provided by §§ 1.8 and 1.37(f) of the Commission's rules of practice and procedure (18 CFR 1.8 and 1.37(f)).

By the Commission.

JOSEPH H. GUTRIDE,
Secretary.

[F.R. Doc. 59-4576; Filed, June 1, 1959; 8:48 a.m.]

[Docket No. G-18180]

HOPE NATURAL GAS CO.

Notice of Application and Date of Hearing

MAY 27, 1959.

Take notice that on March 27, 1959, supplemented on April 14, 1959, Hope Natural Gas Company (Applicant) filed in Docket No. G-18180 an application, pursuant to section 7 of the Natural Gas Act, for a certificate of public convenience and necessity authorizing the installation of certain new compressor engine units and for permission to remove and dispose of certain units to be replaced by the new ones, all as more fully set forth in the application and supplement, which are on file with the Commission and open to public inspection.

The proposed removal and replacement of facilities are as follows:

Compressor station	Present horsepower	To be removed or replaced		To be installed		Resulting station horsepower
		Number of units	Total horsepower	Number of units	Total horsepower	
Cornwell	17,400	1	1,000			16,400
Davis	1,000	2	1,000	1	1,000	1,000
Craig	2,350	5	2,350	2	2,000	2,000

The total estimated cost of the proposed new facilities is $441,000. The estimated cost of removing the 8 engine units and appurtenant equipment is $15,450. Applicant will defray these costs from cash on hand.

The purpose of the subject application is to improve the efficiency and economy of operation of the compressor stations involved by replacing obsolete and inefficient equipment.

This matter is one that should be disposed of as promptly as possible under the applicable rules and regulations and to that end:

Take further notice that, pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Power Commission by sections 7 and 15 of the Natural Gas Act, and the Commission's rules of practice and procedure, a hearing will be held on June 30, 1959, at 9:30 a.m., e.d.s.t., in a Hearing Room of the Federal Power Commission, 441 G Street NW., Washington, D.C., concerning the matters involved in and the issues presented by such application: *Provided, however*, That the Commission may, after a non-contested hearing, dispose of the proceedings pursuant to the provisions of § 1.30(c) (1) or (2) of the Commission's rules of practice and procedure. Under the procedure herein provided for, unless otherwise advised, it will be unnecessary for Applicant to appear or be represented at the hearing.

Protests or petitions to intervene may be filed with the Federal Power Commission, Washington 25, D.C., in accordance with the rules of practice and procedure (18 CFR 1.8 or 1.10) on or before June 19, 1959. Failure of any party to appear at and participate in the hearing shall be construed as waiver of and concurrence in omission herein of the intermediate decision procedure in cases where a request therefor is made.

JOSEPH H. GUTRIDE,
Secretary.

[F.R. Doc. 59-4577; Filed, June 1, 1959; 8:48 a.m.]

INTERSTATE COMMERCE COMMISSION

FOURTH SECTION APPLICATIONS FOR RELIEF

MAY 28, 1959.

Protests to the granting of an application must be prepared in accordance with Rule 40 of the general rules of practice (49 CFR 1.40) and filed within 15 days from the date of publication of this notice in the FEDERAL REGISTER.

LONG-AND-SHORT HAUL

FSA No. 35458: *Substituted service—P.R.R. for Midwest Haulers, Inc.* Filed by Midwest Haulers, Inc., Agent (No. 13), for The Pennsylvania Railroad Company and interested motor carriers. Rates on property loaded in trailers and transported on railroad flat cars between Baltimore, Md., on the one hand, and Chicago or East St. Louis, Ill., Cincinnati, Cleveland or Toledo, Ohio, Detroit, Mich., or Indianapolis, Ind., or Louisville, Ky., on the other, on traffic originating at or destined to points in territories described in the application.

Grounds for relief: Motor truck competition.

Tariff: Supplement 40 to Midwest Haulers, Inc., tariff MF-I.C.C. 21.

FSA No. 35459: *Substituted service—C. & O. Ry. for Midwest Haulers, Inc.* Filed by Midwest Haulers, Inc., Agent (No. 14), for itself, The Chesapeake and Ohio Railway Company and interested motor carriers. Rates on property loaded in trailers and transported on railroad flat cars between Chicago, Ill., on the one hand, and Cincinnati, Ohio, or Detroit, Mich., on the other, on traffic originating at or destined to points in territories described in the application.

Grounds for relief: Motor truck competition.

Tariff: Supplement 40 to Midwest Haulers, Inc., tariff MF-I.C.C. 21.

FSA No. 35460: *Scrap iron or steel—Muskegon, Mich., to Hamilton, Ont.* Filed by O. E. Schultz, Agent (ER No. 2497), for interested rail carriers. Rates on scrap iron or steel (not copper clad) carloads as described in the application, from Muskegon, Mich., to Hamilton, Ont., Canada.

Grounds for relief: Competition of carriers by water.

Tariff: Supplement 38 to Grand Trunk Western Railroad Company's tariff I.C.C. A-100.

By the Commission.

[SEAL] HAROLD D. MCCOY,
Secretary.

[F.R. Doc. 59-4561; Filed, June 1, 1959; 8:47 a.m.]

[Notice 130]

MOTOR CARRIER TRANSFER PROCEEDINGS

MAY 27, 1959.

Synopses of orders entered pursuant to section 212(b) of the Interstate Commerce Act, and rules and regulations prescribed thereunder (49 CFR Part 179), appear below:

As provided in the Commission's special rules of practice any interested person may file a petition seeking reconsideration of the following numbered proceedings within 20 days from the date of publication of this notice. Pursuant to section 17(8) of the Interstate Commerce Act, the filing of such a petition will postpone the effective date of the order in that proceeding pending its disposition. The matters relied upon by petitioners must be specified in their petitions with particularity.

No. MC-FC 61575. By order of May 20, 1959, the Transfer Board approved the transfer to Gene Marsh, Wendell McNees and Gene McMillan, doing business as Mar-Mac Oil Field Trucking Company, El Dorado, Kans., of Certificate No. MC 96443, issued August 20, 1947, to N. O. Ellis, El Dorado, Kans., authorizing the transportation of: Machinery, equipment materials and supplies used in, or in connection with, the discovery, development, production, refining, manufacture, processing, storage, transmission, and distribution of natural gas and petroleum and their products and by-products, and machinery, equipment, materials and supplies used in, or in connection with, the construction, operation, repair, servicing, maintenance, and dismantling of pipelines, including the stringing and picking up thereof, between points in Kansas and Oklahoma. Erle W. Francis, Veterans of Foreign Wars Building, Topeka, Kansas, for applicants.

No. MC-FC 61901. By order of May 20, 1959, the Transfer Board approved the transfer to Glenn Vanden Bosch, Edgerton, Minnesota, of a certificate in No. MC 96018, issued October 2, 1950, to John Gruys, Edgerton, Minnesota, and subsequently acquired by John Gruys, Dean C. Gruys, Administrator, authorizing the transportation of livestock, over irregular routes, between Kenneth, Minn., and points in Minnesota within 15 miles of Kenneth, on the one hand, and, on the other, Sioux Falls, S. Dak., and Sioux City, Iowa, and farm machinery, feed, and twine, over irregular routes, from Sioux Falls, S. Dak., to Kenneth, Minn., and points in Minnesota within 15 miles of Kenneth. Benjamin Vander Kooi, 112 South McKenzie, Luverne, Minnesota.

No. MC-FC 61999. By order of May 20, 1959 the transfer Board approved the transfer to A. E. Noble, Inc., 64 Linden Street, Dorchester 22, Mass., of certificate in No. MC 38929 issued February 21, 1955, to Agnes E. Noble, doing business as A. E. Noble, 64 Linden Street, Dorchester 22, Mass., authorizing the transportation of: *Household goods*, between Boston, Mass., and points within 35 miles of Boston, on the one hand, and, on the other, points in Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Delaware, Maryland, and the District of Columbia: and *Second hand department store stock*, from specified points in Rhode Island, Maine, and New Hampshire, to Boston and Cambridge, Mass.

No. MC-FC 62029. By order of May 20, 1959, the Transfer Board approved the transfer to Samuel F. O'Brien, doing business as O'Brien Moving & Storage, Charlestown Road, Claremont, N.J., of certificate in No. MC 9510 Sub 1, issued September 9, 1958, to William P. Hoyt, doing business as Bill Hoyt Trucking Co., 84 South Main Street, Newport, New Hampshire, authorizing the transportation of: *Household goods* between specified points in New Hampshire on the one hand, and, on the other, points in Connecticut, Maine, Massachusetts, New York, Rhode Island, Vermont, New Hampshire, and New Jersey.

No. MC-FC 62052. By order of May 21, 1959, the Transfer Board approved the transfer to Wilcox Trucking Company, Inc., Cassadaga, N.Y., of certificate in No. MC 59585, issued February 24, 1941, to Lyman Wilcox and James Wilcox, a partnership, doing business as Wilcox Brothers, Cassadaga, N.Y., authorizing the transportation of: *Coal*, from points in Clarion County, Pa., to points in Chautauqua County, N.Y. Mary J. Schober, 625 Central Avenue, Dunkirk, N.Y., for applicants.

No. MC-FC 62082. By order of May 20, 1959, the Transfer Board approved

the transfer to Suburban Moving & Transportation Co., Inc., Orange, N.J., of certificate in No. MC 9949, issued November 25, 1940, to Willis Hennion, doing business as Hennion's Storage Warehouse, Caldwell, N.J., authorizing the transportation of *Household goods*, between points in Bergen, Passaic, Morris, Essex, and Hudson Counties, N.J., on the one hand, and, on the other, points in New Jersey, New York, Pennsylvania, Connecticut, Rhode Island, Massachusetts, Delaware, Maryland, and the District of Columbia. Herman B. J. Weckstein, 1060 Broad Street, Newark 2, N.J., for applicants.

No. MC–FC 62090. By order of May 21, 1959, the Transfer Board approved the transfer to Ginsimore Trucking, Inc., Tyrone, Pa., of certificate in No. MC 115391, issued July 27, 1956, to Mae Ginsimore, Tyrone, Pa., authorizing the transportation of: *Lime, Limestone,* and *lime and limestone products,* from Bellefonte, Pa., to points in Connecticut, Delaware, Maryland, Massachusetts, New Jersey, New York, Ohio, Virginia, West Virginia, and the District of Columbia. John W. Newlin, Jones & Newlin, Tyrone, Pa., for applicants.

No. MC–FC 62131. By order of May 21, 1959, the Transfer Board approved the transfer to Willis E. Baker, doing business as Baker Truck Line, Yates Center, Kans., of Certificate No. MC 88753, issued August 15, 1957, to E. S. Baker, doing business as Baker Truck Line, Yates Center, Kans., authorizing the transportation of: livestock, hay, and grain; general commodities, except explosives, inflammables, and articles of extremely high value; general commodities, excluding household goods, commodities in bulk, and other specified commodities; and general commodities, excluding commodities in bulk, and other specified commodities, over regular routes, from and to, and between specified points in Kansas, and Kansas City, Mo., and the off-route point of North Kansas City, Mo.; and agricultural implements and parts, farm machinery, cheese, empty cheese boxes, feed, fertilizer, building materials, machinery and parts, livestock, processed mill feeds, and emigrant movables, over irregular routes, from and to, and between, points as specified in Missouri, Kansas, Texas, Arkansas, Colorado, Nebraska, and Oklahoma. Neil L. Toedman, 1101 Topeka Boulevard, Topeka, Kans., for applicants.

[SEAL] HAROLD D. McCOY,
Secretary.

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