

changes are such that they cannot be applied to any specific product unless and until the manufacturer thereof has supplied adequate data as required by section 507 of the Federal Food, Drug, and Cosmetic Act.

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

(Sec. 507, 59 Stat. 463, as amended; 21 U.S.C. 357)

Dated: January 15, 1962.

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

[F.R. Doc. 62-683; Filed, Jan. 19, 1962; 8:47 a.m.]

## Title 32—NATIONAL DEFENSE

### Chapter XIV—The Renegotiation Board

#### SUBCHAPTER B—RENEGOTIATION BOARD REGULATIONS UNDER THE 1951 ACT

### PART 1457—FISCAL YEAR BASIS FOR RENEGOTIATION AND EXCEPTIONS

#### Treatment of Contracts With Price Adjustment Provisions

Section 1457.5(c) *When price revision precedes renegotiation* is amended by deleting "1456.3(b) (2) and (3)" in the second sentence and inserting in lieu thereof "1466.4(c) (2) and (3)".

(Sec. 109, 65 Stat. 22; 50 U.S.C. App. Sup. 1219)

Dated: January 17, 1962.

LAWRENCE E. HARTWIG,  
Chairman.

[F.R. Doc. 62-672; Filed, Jan. 19, 1962; 8:49 a.m.]

### PART 1472—CONDUCT OF RENEGOTIATION

#### Filing of Information and Requests by Contractor

1. Section 1472.6(d) *Place for filing* is amended by deleting the names and addresses of the Regional Boards in subparagraph (1) and inserting in lieu thereof the following:

Eastern Regional Renegotiation Board, 1634 Eye Street NW, Washington 25, D.C.  
Western Regional Renegotiation Board, 5504 Hollywood Boulevard, Los Angeles 28, Calif.

2. Section 1472.6(e) (2) *Hours of business* is amended by deleting the words "Los Angeles Regional Renegotiation Board" and inserting in lieu thereof "Western Regional Renegotiation Board".

(Sec. 109, 65 Stat. 22; 50 U.S.C. App. Sup. 1219)

Dated: January 17, 1962.

LAWRENCE E. HARTWIG,  
Chairman.

[F.R. Doc. 62-673; Filed, Jan. 19, 1962; 8:49 a.m.]

No. 14—3

## Title 33—NAVIGATION AND NAVIGABLE WATERS

### Chapter II—Corps of Engineers, Department of the Army

#### PART 203—BRIDGE REGULATIONS

##### Lewes and Rehoboth Canal, Delaware, and Satilla River, Georgia

1. Pursuant to the provisions of section 5 of the River and Harbor Act of August 18, 1894 (28 Stat. 362; 33 U.S.C. 499), § 203.237a is hereby prescribed to govern the operation of the Delaware State Highway Department bridges across the Lewes and Rehoboth Canal at Rehoboth, Delaware, effective 30 days after publication in the FEDERAL REGISTER, as follows:

##### § 203.237a Lewes and Rehoboth Canal, Del.; Delaware State Highway Department bridges at Rehoboth.

(a) The owner of or agency controlling these bridges will not be required to keep draw tenders in attendance from 5:00 p.m. to 7:00 a.m.

(b) Whenever a vessel unable to pass under the closed bridges desires to pass through the draws from 5:00 p.m. to 7:00 a.m., at least 24 hours' advance notice of the time opening is required must be given to the authorized representative of the owner of or agency controlling the bridges to insure prompt opening thereof at the time required.

(c) On receipt of such advance notice the authorized representative, in compliance therewith, shall arrange for the prompt opening of the draws on signal at approximately the time specified in the notice.

(d) The owner of or agency controlling the bridges shall keep conspicuously posted on both the upstream and downstream sides thereof, in such manner that it can easily be read at any time, a copy of the regulations in this section together with a notice stating exactly how the representatives specified in paragraph (b) of this section may be reached.

(e) The operating machinery of the draws shall be maintained in a serviceable condition, and the draws shall be opened and closed at intervals frequent enough to make certain that the machinery is in proper order for satisfactory operation.

[Regs. Dec. 29, 1961, 285/91 (Lewes and Rehoboth Canal, Del.)-ENGW-ON] (Sec. 5, 28 Stat. 362; 33 U.S.C. 499)

2. Pursuant to the provisions of section 5 of the River and Harbor Act of August 18, 1894 (28 Stat. 362; 33 U.S.C. 499), § 203.245 is hereby amended revoking paragraph (h) (20) governing the operation of the State Highway Department of Georgia bridge across Satilla River near Burnt Fort, Georgia, effective on publication in the FEDERAL REGISTER since the bridge has been removed, as follows:

§ 203.245 Navigable waters discharging into the Atlantic Ocean south of and including Chesapeake Bay and into the Gulf of Mexico, except the Mississippi River and its tributaries and outlets; bridges where constant attendance of draw tenders is not required.

(h) Waterways discharging into Atlantic Ocean south of Charleston. \* \* \*

(20) Satilla River, Ga; State Highway Department of Georgia bridge near Burnt Fort. [Revoked]

[Regs. Dec. 29, 1961, 285/91 (Satilla River, Ga.)-ENGW-ON] (Sec. 5, 28 Stat. 362; 33 U.S.C. 499)

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

[F.R. Doc. 62-637; Filed, Jan. 19, 1962; 8:45 a.m.]

## Title 41—PUBLIC CONTRACTS

### Chapter 1—Federal Procurement Regulations

#### MISCELLANEOUS AMENDMENTS TO CHAPTER

Chapter 1 of Title 41 is amended as set forth below:

##### PART 1—GENERAL

###### Subpart 1—Small Business Concerns

1. Section 1—1.710 of the table of contents is revised as follows:

Sec.

1—1.710 Subcontracting with small business concerns.

1—1.710—1 General.

1—1.710—2 Small business subcontracting program.

1—1.710—3 Required clauses.

1—1.710—4 Review of subcontracting program.

2. Section 1—1.710 is revised to read as follows:

**§ 1—1.710 Subcontracting with small business concerns.**

**§ 1—1.710—1 General.**

(a) It is the policy of the Government to enable small business concerns to be considered fairly as subcontractors and suppliers to contractors performing work or rendering services as prime contractors or subcontractors under Government procurement contracts, and to assure that prime contractors and subcontractors having small business subcontracting programs will consult through the appropriate procuring agency with the Small Business Administration when requested by SBA. However, the Small Business Administration is not authorized to prescribe the extent to which any contractor or subcontractor shall subcontract or specify the concerns to which subcontracts shall be granted, and is not vested with authority respecting the administration of individual prime contracts or subcontracts. (See § 1—1.805 for subcontract-

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ing policies with respect to labor surplus area concerns.)

(b) This § 1-1.710 sets forth the program for furtherance of this policy and, together with Subpart 1-3.9, prescribes the contract clauses and procedures for use in carrying out the small business subcontracting program.

(c) As used in this Subpart 1-1.7, the term subcontractor includes a supplier and applies at any level of performance of the contract; and the term subcontract includes a purchase order.

#### § 1-1.710-2 Small business subcontracting program.

The Government's small business subcontracting program requires Government prime contractors to assume an affirmative obligation with respect to subcontracting with small business concerns. In contracts which range from \$5,000 to \$500,000, the contractor undertakes the obligation of accomplishing the maximum amount of small business subcontracting which is consistent with the efficient performance of the contract. This undertaking is set forth in the contract clause prescribed in § 1-1.710-3(a). In contracts which may exceed \$500,000, the contractor is required, pursuant to the clause set forth in § 1-1.710-3(b), to undertake a number of specific responsibilities designed to assure that small business concerns are considered fairly in the subcontracting role and to impose similar responsibilities on major subcontractors. (The liaison officer required by the latter clause may also serve as liaison officer for labor surplus area matters.)

#### § 1-1.710-3 Required clauses.

(a) The Utilization of Small Business Concerns clause, set forth below, shall be included in all contracts in amounts which may exceed \$5,000 except (1) contracts which, including all subcontracts thereunder, are to be performed entirely outside the United States, its possessions, and Puerto Rico, and (2) contracts for services which are personal in nature:

##### UTILIZATION OF SMALL BUSINESS CONCERN

(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.

[End of Clause]

(b) The Small Business Subcontracting Program clause, set forth below, shall be included in all contracts which may exceed \$500,000, which contain the clause required by § 1-1.710-3(a) and which, in the opinion of the procuring activity, offer substantial subcontracting possibilities. Furthermore, prime contractors who are to be awarded contracts which may not exceed \$500,000, but which, in the opinion of the procuring activity, offer substantial subcontracting possibilities, shall be urged to accept this clause.

##### SMALL BUSINESS SUBCONTRACTING PROGRAM

(a) The Contractor agrees to establish and conduct a small business subcontracting program which will enable small business concerns to be considered fairly as subcontractors and suppliers under this contract. In this connection, the Contractor shall—

(1) Designate a liaison officer who will (i) maintain liaison with the Government on small business matters, (ii) supervise compliance with the Utilization of Small Business Concerns clause, and (iii) administer the Contractor's "Small Business Subcontracting Program."

(2) Provide adequate and timely consideration of the potentialities of small business concerns in all "make-or-buy" decisions.

(3) Assure that small business concerns will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of small business concerns. Where the Contractor's lists of potential small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(4) Maintain records showing (1) whether each prospective subcontractor is a small business concern, (ii) procedures which have been adopted to comply with the policies set forth in this clause, and (iii) with respect to the letting of any subcontract (including purchase orders) exceeding \$10,000, information substantially as follows:

(A) Whether the award went to large or small business.

(B) Whether less than three or more than two small business concerns were solicited.

(C) The reason for non-solicitation of small business if such was the case.

(D) The reason for small business failure to receive the award if such was the case when small business was solicited.

The records maintained in accordance with (iii) above may be in such form as the Contractor may determine, and the information shall be summarized quarterly and submitted by the purchasing department of each individual plant or division to the Contractor's cognizant small business liaison officer. Such quarterly summaries will be considered to be management records only and need not be submitted routinely to the Government; however, records maintained pursuant to this clause will be kept available for review.

(5) Notify the Contracting Officer before soliciting bids or quotations on any subcontract (including purchase orders) in excess of \$10,000 if (i) no small business concern is to be solicited, and (ii) the Contracting Officer's consent to the subcontract (or ratification) is required by a "Subcontracts" clause in this contract. Such notice will state the Contractor's reasons for non-solicitation of small business concerns, and will be given as early in the procurement cycle as possible so that the Contracting Officer may give SBA timely notice to permit SBA a reasonable period to suggest potentially qualified small business concerns through the Contracting Officer. In no case will the procurement action be held up when to do so would, in the Contractor's judgment, delay performance under the contract.

(6) Include the Utilization of Small Business Concerns clause in subcontracts which offer substantial small business subcontracting opportunities.

(7) Cooperate with the Contracting Officer in any studies and surveys of the Contractor's subcontracting procedures and practices that the Contracting Officer may from time to time conduct.

(8) Submit such information on subcontracting to small business concerns as is called for the Contracting Officer.

(b) A "small business concern" is a concern that meets the pertinent criteria established by the Small Business Administration and set forth in § 1-1.701 of the Federal Procurement Regulations.

(c) The Contractor agrees that, in the event he fails to comply with his contractual obligations concerning the small business subcontracting program, this contract may be terminated, in whole or in part, for default.

(d) The Contractor further agrees to insert, in any subcontract hereunder which may exceed \$500,000 and which contains the Utilization of Small Business Concerns clause, provisions which shall conform substantially to the language of this clause, including this paragraph (d), and to notify the Contracting Officer of the names of such subcontractors.

[End of Clause]

#### § 1-1.710-4 Review of subcontracting program.

(a) The adequacy of the contractor's "Small Business Subcontracting Program" shall be reviewed by the procuring agency concerned, and any deficiencies shall be brought to the attention of the contractor's liaison officer with a request for corrective action.

(b) Each procuring agency shall assist the Small Business Administration to obtain such reasonably obtainable information and records concerning the subcontracting of its prime contractors and its subcontractors, having contracts which contain the Small Business Subcontracting Program clause, as the Small Business Administration may deem necessary. Accordingly, the contracting officer may separately or together with a representative of SBA, periodically conduct studies and surveys of the contractor's subcontracting procedures and practices and those of his subcontractors. Such studies and surveys may originate with the procuring agency in order to have available the pertinent data concerning subcontracting by its primes, or, if such data is not currently available, the studies and surveys may originate upon the request of the Small Business Administration for such data. On the basis of the foregoing studies, surveys, and records, the Small Business Administration may make recommendations to the procuring agency regarding methods for increasing small business participation in the contractor's subcontract awards. SBA and the procuring agency will freely interchange, at the operating level, information resulting from these surveys.

(c) Subcontracting records maintained by Government offices shall be made available for review, as requested by SBA.

#### Subpart 1-1.8—Labor Surplus Area Concerns

3. Section 1-1.805 of the table of contents is revised as follows:

Sec.

1-1.805 Subcontracting with labor surplus area concerns.

1-1.805-1 General.

Sec.  
 1-1.805-2 Labor surplus area subcontracting program.  
 1-1.805-3 Required clauses.  
 1-1.805-4 Review of subcontracting program.

4. Section 1-1.805 is revised to read as follows:

**§ 1-1.805 Subcontracting with labor surplus area concerns.**

**§ 1-1.805-1 General.**

(a) In furtherance of the general policy stated in § 1-1.802, procuring agencies shall encourage certain prime contractors to place subcontracts with concerns which will perform a substantial proportion of the production in areas of labor surplus, where this can be done consistent with efficient performance of contracts and at prices no higher than are obtainable elsewhere. (See § 1-1.710 for subcontracting policies with respect to small business concerns.)

(b) As used in this Subpart 1-1.8, the term subcontractor includes a supplier and applies at any level of performance of the contract; and the term subcontract includes a purchase order.

**§ 1-1.805-2 Labor surplus area subcontracting program.**

The Government's labor surplus area subcontracting program requires Government prime contractors to assume an affirmative obligation with respect to subcontracting with labor surplus area concerns. In contracts which range from \$5,000 to \$500,000, the contractor undertakes the obligation of using his best efforts to place his subcontracts with concerns which will perform such subcontracts substantially in areas of labor surplus, where this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. This undertaking is set forth in the contract clause prescribed in § 1-1.805-3(a). In contracts which may exceed \$500,000, the contractor is required, pursuant to the clause set forth in § 1-1.805-3(b), to undertake a number of specific responsibilities designed to assure achievement of the objectives referred to above and to impose similar responsibilities on major subcontractors. (The liaison officer required by the latter clause may also serve as liaison officer for small business matters.)

**§ 1-1.805-3 Required clauses.**

(a) The Utilization of Concerns in Labor Surplus Areas clause, set forth below, shall be inserted in all contracts in amounts which may exceed \$5,000, except—

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

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

(3) Contracts for construction.

**UTILIZATION OF CONCERN IN LABOR SURPLUS AREAS**

It is the policy of the Government to place contracts with concerns which will perform such contracts substantially in areas of persistent or substantial labor surplus, where this can be done consistent with the efficient

performance of the contract and at prices no higher than are obtainable elsewhere. The Contractor agrees to use his best efforts to place his subcontracts in accordance with this policy. In complying with the foregoing and with paragraph (b) of the clause of this contract entitled "Utilization of Small Business Concerns," the Contractor in placing his subcontracts shall observe the following order of preference: (a) persistent labor surplus area concerns which are also small business concerns; (b) other persistent labor surplus area concerns; (c) substantial labor surplus area concerns which are also small business concerns; (d) other substantial labor surplus area concerns; and (e) small business concerns which are not labor surplus area concerns.

[End of Clause]

(b) The Labor Surplus Area Subcontracting Program clause, set forth below, shall be included in all contracts which may exceed \$500,000, which contain the clause required by § 1-1.805-3(a) and which, in the opinion of the procuring activity, offer substantial subcontracting possibilities. Furthermore, prime contractors who are to be awarded contracts which may not exceed \$500,000 but which, in the opinion of the procuring activity, offer substantial subcontracting possibilities, shall be urged to accept this clause.

**LABOR SURPLUS AREA SUBCONTRACTING PROGRAM**

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

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

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

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

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

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

(b) A "labor surplus area concern" is a concern which will perform, or cause to be performed, a substantial proportion of any contract awarded to it in "Areas of Substantial Labor Surplus" (also called "Areas of Substantial Unemployment"), as designated by the Department of Labor. A concern shall be deemed to perform a substantial proportion of a contract in a labor surplus area if the costs that the concern will incur on account of manufacturing or production performed in persistent or substantial labor surplus areas (by itself or its first-tier subcontractors) amount to more than 50 percent of the price of such contract.

(c) The Contractor further agrees to insert, in any subcontract hereunder which may exceed \$500,000 and which contains the Utilization of Concerns in Labor Surplus Areas clause, provisions which shall conform substantially to the language of this clause, including this paragraph (c), and to notify

the Contracting Officer of the names of such subcontractors.

[End of Clause]

**§ 1-1.805-4 Review of subcontracting program.**

The adequacy of the contractor's "Labor Surplus Area Subcontracting Program" shall be reviewed by the procuring agency concerned, and any deficiencies shall be brought to the attention of the contractor's liaison officer with a request for corrective action.

**PART 1-2—PROCUREMENT BY FORMAL ADVERTISING**

**Subpart 1-2.4—Opening of Bids and Award of Contract**

In § 1-2.407-6, paragraph (b) is amended to read as follows:

**§ 1-2.407-6 Equal low bids.**

\* \* \* \* \*

(b) If the application of (a) of this § 1-2.407-6 results in two or more bidders being eligible for award, the award shall be made to the bidder who will make the most extensive use of small business subcontractors. If two or more bidders still remain eligible for award, award shall be made by a drawing by lot limited to such bidders. If time permits, the bidders involved shall be given an opportunity to be present at the drawing by lot. Such drawing shall be witnessed by at least three persons and the contract file shall contain the names and addresses of those witnesses.

**PART 1-3—PROCUREMENT BY NEGOTIATION**

1. In § 1-3.000, paragraph (b) is amended by deleting subparagraphs (6) through (8) and including a new subparagraph (6). As so amended, paragraph (b) reads as follows:

**§ 1-3.000 Scope of part.**

\* \* \* \* \*

(b) This part sets forth the following policies and procedures:

(1) The basic requirements for the procurement of property and services by means of negotiation;

(2) The different circumstances under which negotiation is permitted;

(3) Determinations and findings that may be required before a contract is entered into by negotiation;

(4) Types of negotiated contracts and their use;

(5) Price negotiation policies and techniques; and

(6) Subcontracting policies and procedures.

**Subpart 1-3.1—Use of Negotiation**

2. In § 1-3.102, paragraph (n) is amended to read as follows:

**§ 1-3.102 Factors to be considered in negotiated contracts.**

\* \* \* \* \*

(n) Consideration of subcontracting, with the extensive use of small business subcontractors being considered a favorable factor.

3. The table of contents is amended to include new Subpart 1-3.9 as follows:

**Subpart 1-3.9—Subcontracting Policies and Procedures**

Sec.	
1-3.900	Scope of subpart.
1-3.901	General.
1-3.902	"Make-or-buy" programs.
1-3.902-1	Review of program.
1-3.902-2	Approval of programs.
1-3.902-3	Contract clause.
1-3.902-4	Administration of program.
1-3.903	Review and approval of contractor's purchasing system and subcontracts. [Reserved]

**AUTHORITY:** §§ 1-3.900 to 1-3.903 issued under sec. 205(c), 63 Stat. 390; 40 U.S.C. 486(c); sec. 8, 72 Stat. 389, 15 U.S.C. 637, sec. 7, Public Law 87-305.

4. Subpart 1-3.9 is added to read as follows:

**Subpart 1-3.9—Subcontracting Policies and Procedures**

**§ 1-3.900 Scope of subpart.**

This subpart sets forth policies and procedures for the evaluation, review, and approval of a contractor's "make-or-buy" program, purchasing system, and proposed subcontracts.

**§ 1-3.901 General.**

(a) Information as to the contractor's "make-or-buy" program, purchasing system, and proposed subcontracts may be important to (1) negotiation of reasonable contract prices (see § 1-3.808-5), (2) assurance of satisfactory contract performance, or (3) carrying out Government policies regarding small business (see § 1-1.710-1), labor surplus areas (see § 1-1.805-1), acquisition and use of Government facilities, maintenance of mobilization base, or other policies which may be appropriate to the particular procurement. Therefore, Government surveillance of a contractor's "make-or-buy" program, purchasing system, and proposed subcontracts is required as set forth in this Subpart 1-3.9. Where "make-or-buy" decisions and subcontracting will have a substantial impact on any of the above mentioned factors, the contractor's "make-or-buy" program and subcontracting should, to the extent practicable, be evaluated and agreed on during negotiations.

(b) The subcontracting policies and procedures in this Subpart 1-3.9 should generally be applied to procurement where (1) the item, system, or work is complex, the dollar value is substantial, or competition is restricted, and (2) either (i) cost-reimbursement, price redetermination, or incentive-type contracts are to be used, or (ii) make-or-buy decisions are expected to have a substantial impact on negotiations leading to a firm fixed-price contract.

**§ 1-3.902 "Make-or-buy" programs.**

**§ 1-3.902-1 Review of program.**

(a) A "make-or-buy" program is that part of a contractor's written plan for the development or production of an end item which outlines the major components, assemblies, subassemblies, and parts to be manufactured (including testing, treating, and assembling) in his own facilities, and those which will be

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obtained elsewhere by subcontract. A "make" item is any item produced, or work performed, by the contractor or his affiliate, subsidiary, or division.

(b) (1) Where the nature of the procurement is such that, in view of the factors referred to in § 1-3.901(b), review of the "make-or-buy" program is appropriate or is otherwise considered essential, the prospective contractor shall be required to submit his proposed "make-or-buy" program, together with sufficient related data, to the contracting officer for evaluation of such factors in (e) of this § 1-3.902-1 as are pertinent.

(2) At the time a request for proposals is issued, the procuring agency shall request potential suppliers to furnish a "make-or-buy" program on all negotiated procurements except as otherwise provided in (3), (4), or (5) of this § 1-3.902-1(b).

(3) A "make-or-buy" program will not be required when a proposed contract has a total estimated value of less than \$1,000,000 unless the contracting officer specifically determines that a "make-or-buy" program is appropriate.

(4) Research and development contracts are exempt from the provisions of this § 1-3.902 unless it can reasonably be anticipated that follow-on quantities of the product will be procured.

(5) A "make-or-buy" program will not be required if the contracting officer determines that none of the factors in § 1-3.901(b) are applicable.

(c) The contractor will be informed that the program he submits should be confined to important items which, because of their complexity, quantity, cost or requirement for additional Government facilities, normally would require company management review of the make-or-buy decision. "Detail parts" or "off-the-shelf" items will not be incorporated in a "make-or-buy" program unless their potential impact on such program or production schedule makes their inclusion necessary. If the design status of the end item being procured is not sufficiently advanced to permit accurate precontract identification of all items that may be subject to "make-or-buy" decisions, the contractor shall be notified that such items must be submitted, when identifiable under the terms of the Changes to Make-or-Buy Program clause (see § 1-3.902-3).

(d) The contractor shall be required to submit, with his proposal, a "make-or-buy" program of important items including in addition to information required by § 1-3.902-1(b), (1) a description by which each such item can be readily identified, (2) a recommendation to make or buy the item or defer the decision, (3) when feasible, the names of proposed subcontractors, and (4) the important items to be made by the contractor, including a designation of the plant and division in which the contractor proposes to perform the work.

(e) "Make-or-buy" programs shall be evaluated and agreed upon by the contractor and the procuring activity at the earliest practicable time during negotiations. In reviewing the "make-or-buy" program during the negotiations, the effect of the following factors on the

interests of the Government shall be considered:

(1) The effect of the contractor's plan to make-or-buy, as the case may be, on price, quality, delivery, and performance.

(2) Whether the contractor plans to broaden his base of subcontractors through competition.

(3) Whether the contractor has properly considered the competence, abilities, experience, and capacities available within other firms.

(4) Whether small business concerns can produce the item or perform the work in question and at what price.

(5) Whether the contractor or major subcontractors propose to do work in plant, the nature of which differs significantly from their normal in-plant operations or for which they are not historically suited.

(6) Whether production of the item or performance of the work will create a requirement, either directly or indirectly, for additional facilities to be furnished by the Government, or the continued use of Government-owned facilities, by the contractor or by subcontractors.

(7) Whether the contractor proposed to ask the Government to furnish additional facilities to do the work in plant for which there is capacity elsewhere which is competitive in quality, delivery, and overall cost, and is acceptable as a source to the contractor.

(8) Whether the item or work has been subcontracted on this or previous contracts.

(9) Other factors, such as the nature of the item, experience with similar items, future requirements, engineering, tooling, starting load costs, market conditions, and the availability of personnel and material.

(f) The procuring agency will review the "make-or-buy" program to determine if all appropriate items are included or if it contains items that should be deleted because of their relatively minor importance. In all considerations relative to a "make-or-buy" program, the procuring agency will obtain the advice and assistance of all appropriate personnel whose knowledge would contribute to the adequacy of the review.

(g) Before agreeing to a "make-or-buy" program (or consenting to any change therein which, in the opinion of the contracting officer, would reduce the anticipated participation of small business), the procuring activity shall invite the advice and counsel of the SBA by permitting SBA representatives (regularly assigned to the activity) to review all pertinent facts and make recommendations thereon. Such review by SBA should be concurrent with the review by the procuring activity (or, in the case of changes, the contracting officer). Where urgent circumstances do not permit such a concurrent review, or where SBA fails to respond on a timely basis, the contracting officer shall include an explanatory statement in the contract file and shall transmit a copy to the SBA representative.

(h) After agreement on the program is reached, the contracting officer shall

notify the contractor as to the Government's approval of the program and shall inform the contractor as to any requirement for further review during performance of the contract. For example, if follow-on procurements occur, the procuring activity and the contractor will review the existing "make-or-buy" program to determine whether it should be revised.

#### § 1-3.902-2 Approval of programs.

(a) Proposed "make" items shall not be agreed to when the products or services under consideration:

(1) Are not regularly manufactured or provided by the contractor, and are available—quality, quantity, delivery, and other essential factors considered—from other firms at prices no higher than if the contractor makes or provides the product or service; or

(2) Are regularly manufactured or provided by the contractor, and are available—quality, quantity, delivery, and other essential factors considered—from other firms at prices lower than if the contractor makes or provides the product or service;

*Provided*, That such items may be agreed to, notwithstanding (1) and (2), if in the opinion of the contracting officer the overall cost of the contract to the Government would be increased if the items were "bought".

(b) Approval of the contractor's purchasing system shall not constitute approval of the "make-or-buy" program.

#### § 1-3.902-3 Contract clause.

The following clause shall be incorporated in all cost-reimbursement, price redetermination, or incentive type contracts as to which a "make-or-buy" program has been agreed upon:

##### CHANGES TO MAKE-OR-BUY PROGRAM

The Contractor agrees to perform this contract in accordance with the "make-or-buy" program attached to this contract, except as hereinafter provided. If the Contractor desires to change the "make-or-buy" program, he shall notify the Contracting Officer in writing of the proposed change reasonably in advance and shall submit justification in sufficient detail to permit evaluation of the proposed change. Changes in the place of performance of work on any "make" item in the "make-or-buy" program are subject to this requirement. With respect to items deferred at the time of negotiation of this contract for later addition to the "make-or-buy" program, the Contractor shall notify the Contracting Officer of each proposed addition at the earliest possible time, together with justification in sufficient detail to permit evaluation. The Contractor shall not, without the written consent of the Contracting Officer, make changes or additions to the program. However, in his discretion, the Contracting Officer may ratify in writing any changes or additions. The "make-or-buy" program attached to this contract shall be deemed to be modified in accordance with the written consent or ratification by the Contracting Officer.

[End of Clause]

#### § 1-3.902-4 Administration of program.

(a) On applicable contracts, the cognizant contract administration office will establish a procedure with the contractor to assure timely compliance with

the terms of the contract clause. This procedure will include provisions for processing changes to the established "make-or-buy" program and for obtaining "make-or-buy" decisions for items reserved for deferred decisions or unidentified at the time of contract negotiations.

(b) When a "make-or-buy" program is agreed upon with a contractor, or there are changes or additions to a "make-or-buy" program, the consideration given each item on such program will be documented in the contract file. If a contract (including supplemental agreements for new procurement) except one specifically exempted by § 1-3.902-1(b), does not include the Changes to Make-or-Buy Program clause, the contracting officer will document the contract file with a written statement of facts to sustain and make clear the appropriateness of the determination not to include the clause. Such determination will be based on one of the following: (1) the contract is on a firm fixed-price basis; (2) the contract is not exempt but there are no items which can be identified as requiring a "make-or-buy" program as defined in § 1-3.902-1(a); or (3) a deviation has been approved.

#### § 1-3.903 Review and approval of contractor's purchasing system and subcontracts. [Reserved]

### PART 1-7—CONTRACT CLAUSES

#### Subpart 1-7.1—Fixed-Price Supply Contracts

1. The table of contents is amended to revise the caption for § 1-7.101-26 and include a new § 1-7.101-27 as follows:

Sec.

1-7.101-26 Small business subcontracting program.

1-7.101-27 Labor surplus area subcontracting program.

2. Section 1-7.101 is amended by revising §§ 1-7.101-21, 1-7.101-25, and 1-7.101-26, and adding § 1-7.101-27, to read as follows:

##### § 1-7.101 Clauses.

\* \* \* \* \*

#### § 1-7.101-21 Utilization of small business concerns.

Insert the clause set forth in § 1-1.710-3(a) under the conditions and in the manner prescribed therein.

\* \* \* \* \*

#### § 1-7.101-25 Utilization of concerns in labor surplus areas.

Insert the clause set forth in § 1-1.805-3(a) under the conditions and in the manner prescribed therein.

#### § 1-7.101-26 Small business subcontracting program.

Insert the clause set forth in § 1-1.710-3(b) under the conditions and in the manner prescribed therein.

#### § 1-7.101-27 Labor surplus area subcontracting program.

Insert the clause set forth in § 1-1.805-3(b) under the conditions and in the manner prescribed therein.

(Sec. 205(c), 63 Stat. 390; 40 U.S.C. 486(c); sec. 8, 72 Stat. 389, 15 U.S.C. 637, sec 7, P.L. 87-305)

*Effective date.* These regulations are effective immediately.

Dated: January 17, 1962.

BERNARD L. BOUTIN,  
Administrator of General Services.

Approved: January 9, 1962.

JOHN E. HORNE,  
Administrator, Small Business  
Administration.

[F.R. Doc. 62-744; Filed, Jan. 19, 1962;  
9:36 a.m.]

## Title 43—PUBLIC LANDS: INTERIOR

### Chapter I—Bureau of Land Management, Department of the Interior

#### APPENDIX—PUBLIC LAND ORDERS

[Public Land Order 2587]

[1878190]

#### ALASKA

#### Partly Revoking Executive Order No. 8877 of August 29, 1941

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:

1. Executive Order No. 8877 of August 29, 1941, as amended by Public Land Order No. 1404 of April 3, 1957, and which withdrew public lands and water areas below mean high tide, described by metes and bounds, for use of the War Department for military purposes, is hereby revoked so far as it affects the following areas:

##### VICINITY OF Seward

- (1) Rocky Point Area, approximately 4,650 acres.
- (2) Resurrection Peninsula Area, approximately 900 acres.
- (5) Rugged Island Area, approximately 1,020 acres.

##### VICINITY OF KODIAK

- (1) North Cape, Spruce Island Area, approximately 520 acres.
- (2) South Point and East Cape, Spruce Island Area, approximately 1,980 acres.

The areas described total in the aggregate approximately 9,070 acres, of which approximately 3,200 acres are withdrawn for other purposes.

2. Until 10:00 a.m. on April 16, 1962, the State of Alaska shall have a preferred right to select the lands released from withdrawal by this order in accordance with and subject to the limitations and requirements of the act of July 28, 1956 (76 Stat. 709; 48 U.S.C. 46-3b), section 6(g) of the Alaska Statehood Act of July 7, 1958 (72 Stat. 339), and the regulations in 43 CFR Part 76.

3. Beginning at 10:00 a.m. on April 16, 1962, the lands shall be subject to operation of the public land laws generally, including the mining laws, subject to valid existing rights and equitable claims, the provisions of existing with-

drawals, and the requirements of applicable law, rules, and regulations.

Inquiries concerning the lands should be addressed to the Manager, Land Office, Bureau of Land Management, Anchorage, Alaska.

JOHN A. CARVER, Jr.,  
Assistant Secretary of the Interior.

JANUARY 15, 1962.

[F.R. Doc. 62-649; Filed, Jan. 19, 1962;  
8:45 a.m.]

[Public Land Order 2588]

[Idaho 08932]

### IDAHO

#### Withdrawing Lands for Reclamation Purposes; Snake River Project

By virtue of the authority contained in section 3 of the act of June 17, 1902 (32 Stat. 388; 43 U.S.C. 416), it is ordered as follows:

1. The following described public lands are hereby withdrawn in the first form from all forms of appropriation under the public land laws, including the mining but not the mineral leasing laws, and reserved for use of the Bureau of Reclamation in connection with the Mountain Home Division, Snake River Project:

#### BOISE MERIDIAN

T. 4 S., R. 2 E.,  
Sec. 25, NW $\frac{1}{4}$ SW $\frac{1}{4}$ .  
T. 1 S., R. 3 E.,  
Sec. 25, SE $\frac{1}{4}$ SW $\frac{1}{4}$  and S $\frac{1}{2}$ SE $\frac{1}{4}$ .  
T. 1 S., R. 4 E.,  
Sec. 13, lot 3, SW $\frac{1}{4}$ NE $\frac{1}{4}$ , and NE $\frac{1}{4}$ NW $\frac{1}{4}$ ; Sec. 31, lots 3, 4, and E $\frac{1}{2}$ SW $\frac{1}{4}$ .  
T. 2 S., R. 4 E.,  
Sec. 2, S $\frac{1}{2}$ ;  
Sec. 3, lots 2, 3, 4, SW $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ ;  
Sec. 5, lots 3, 4, S $\frac{1}{2}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ ;  
Sec. 6, lots 1, 2, 3, 4, 5, 6, 7, S $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ ;  
Sec. 7, lots 1, 2, E $\frac{1}{2}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SE $\frac{1}{4}$ ;  
Sec. 8, SW $\frac{1}{4}$ ;  
Sec. 17, N $\frac{1}{2}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
Sec. 20, N $\frac{1}{2}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ ;  
Sec. 25, NE $\frac{1}{4}$ ;  
Sec. 29, SW $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$ ;  
Sec. 33, W $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ .  
T. 3 S., R. 4 E.,  
Sec. 3, SW $\frac{1}{4}$ .  
T. 5 S., R. 4 E.,  
Sec. 1, lots 2, 3, 4, SW $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ ;  
Sec. 11, N $\frac{1}{2}$ SW $\frac{1}{4}$ .  
T. 1 S., R. 5 E.,  
Sec. 15, S $\frac{1}{2}$ SE $\frac{1}{4}$ ;  
Sec. 17, S $\frac{1}{2}$ SW $\frac{1}{4}$ ;  
Sec. 18, N $\frac{1}{2}$ SE $\frac{1}{4}$ ;  
Sec. 21, S $\frac{1}{2}$ ;  
Sec. 30, lot 1, NW $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$ .  
T. 2 S., R. 5 E.,  
Sec. 4, lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$ ;  
Sec. 9, SW $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$ ;  
Sec. 17, E $\frac{1}{2}$ SE $\frac{1}{4}$ ;  
Sec. 21, E $\frac{1}{2}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$ ;  
Sec. 22, N $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
Sec. 23, W $\frac{1}{2}$ SE $\frac{1}{4}$ , SW $\frac{1}{4}$ ;  
Sec. 25, SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ ;  
Sec. 26, N $\frac{1}{2}$ N $\frac{1}{2}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ ;  
Sec. 29, E $\frac{1}{2}$ SW $\frac{1}{4}$ , NE $\frac{1}{4}$ ;  
Sec. 30, NW $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ ;  
Sec. 32, NE $\frac{1}{4}$ NW $\frac{1}{4}$ ;  
Sec. 35, E $\frac{1}{2}$ NE $\frac{1}{4}$ .  
T. 3 S., R. 5 E.,  
Sec. 1, lots 3, 4, S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ ;  
Sec. 2, lots 1, 2, S $\frac{1}{2}$ NE $\frac{1}{4}$ ;  
Sec. 5, E $\frac{1}{2}$ SE $\frac{1}{4}$ ;  
Sec. 11, E $\frac{1}{2}$ SE $\frac{1}{4}$ :

### RULES AND REGULATIONS

Sec. 12, W $\frac{1}{2}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$ ;  
Sec. 15, S $\frac{1}{2}$ S $\frac{1}{2}$ .  
T. 4 S., R. 5 E.,  
Sec. 30, lots 1, 2, 3, 4, 5, 6, 7, 8, E $\frac{1}{2}$ W $\frac{1}{2}$ ;  
T. 5 S., R. 5 E.,  
Sec. 13, S $\frac{1}{2}$ S $\frac{1}{2}$ ;  
Sec. 23, NW $\frac{1}{4}$ NE $\frac{1}{4}$ ;  
Sec. 24, N $\frac{1}{2}$ .  
T. 2 S., R. 6 E.,  
Sec. 10, SE $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
Sec. 11, N $\frac{1}{2}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , and SW $\frac{1}{4}$ ;  
Sec. 12, NW $\frac{1}{4}$ NW $\frac{1}{4}$ ;  
Sec. 14, W $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
Sec. 15, E $\frac{1}{2}$ NE $\frac{1}{4}$ ;  
Sec. 23, W $\frac{1}{2}$ W $\frac{1}{2}$ ;  
Sec. 26, NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
Sec. 27, NE $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ , and SE $\frac{1}{4}$ NE $\frac{1}{4}$ ;  
Sec. 34, NW $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ .  
T. 3 S., R. 6 E.,  
Sec. 17, N $\frac{1}{2}$ NE $\frac{1}{4}$ ;  
Sec. 21, NE $\frac{1}{4}$ NE $\frac{1}{4}$ .  
T. 4 S., R. 6 E.,  
Sec. 28, SW $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , and SE $\frac{1}{4}$ ;  
Sec. 29, S $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ , and SW $\frac{1}{4}$ ;  
Sec. 30, SE $\frac{1}{4}$ ;  
Sec. 32, E $\frac{1}{2}$ ;  
Sec. 33, NW $\frac{1}{4}$ .  
T. 5 S., R. 6 E.,  
Sec. 1, lots 3, 4;  
Sec. 7, lots 3, 4, E $\frac{1}{2}$ SW $\frac{1}{4}$ ;  
Sec. 17, SE $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
Sec. 19, lots 1, 2, 3, 4, S $\frac{1}{2}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , and SE $\frac{1}{4}$ ;  
Sec. 20, NE $\frac{1}{4}$ , S $\frac{1}{2}$ ;  
Sec. 21, NE $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
Sec. 28, All;  
Sec. 29, N $\frac{1}{2}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , and SE $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
Sec. 30, lot 4, NE $\frac{1}{4}$ NE $\frac{1}{4}$ ;  
Sec. 34, NE $\frac{1}{4}$ NE $\frac{1}{4}$ .  
T. 5 S., R. 7 E.,  
Sec. 30, NE $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
Sec. 34, lot 3, SE $\frac{1}{4}$ NE $\frac{1}{4}$ ;  
Sec. 35, SW $\frac{1}{4}$ NW $\frac{1}{4}$ .  
T. 1 S., R. 8 E.,  
Sec. 18, NE $\frac{1}{4}$ SE $\frac{1}{4}$ .  
T. 1 S., R. 2 W.,  
Sec. 3, lot 4;  
Sec. 4, lots 3, 4, S $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , and NW $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
Sec. 5, lot 1;  
Sec. 19, lot 3, SE $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , and NE $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
Sec. 29, SE $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$ .  
T. 1 S., R. 3 W.,  
Sec. 13, W $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
Sec. 24, NE $\frac{1}{4}$ SE $\frac{1}{4}$ .  
T. 1 N., R. 2 W.,  
Sec. 21, SE $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ ;  
Sec. 28, W $\frac{1}{2}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ ;  
Sec. 29, S $\frac{1}{2}$ NE $\frac{1}{4}$ ;  
Sec. 32, S $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ ;  
Sec. 33, W $\frac{1}{2}$ SW $\frac{1}{4}$ .  
T. 2 N., R. 2 W.,  
Sec. 31, lots 1, 3, SW $\frac{1}{4}$ NE $\frac{1}{4}$ .  
T. 1 N., R. 3 W.,  
Sec. 4, S $\frac{1}{2}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ ;  
Sec. 5, lots 2, 3, 4, S $\frac{1}{2}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , and SE $\frac{1}{4}$ ;  
Sec. 8, N $\frac{1}{2}$ NE $\frac{1}{4}$ ;  
Sec. 9, N $\frac{1}{2}$ NW $\frac{1}{4}$ ;  
Sec. 10, NE $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$ ;  
Sec. 15, N $\frac{1}{2}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$ ;  
Sec. 18, SE $\frac{1}{4}$ NE $\frac{1}{4}$ ;  
Sec. 22, NE $\frac{1}{4}$ NW $\frac{1}{4}$ ;  
Sec. 25, SW $\frac{1}{4}$ NW $\frac{1}{4}$ ;  
Sec. 26, NW $\frac{1}{4}$ NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ NE $\frac{1}{4}$ , and NE $\frac{1}{4}$ NW $\frac{1}{4}$ ;  
Sec. 27, SE $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
Sec. 28, E $\frac{1}{2}$ SE $\frac{1}{4}$ ;  
Sec. 35, NE $\frac{1}{4}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ .  
T. 2 N., R. 3 W.,  
Sec. 10, NE $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
Sec. 11, SW $\frac{1}{4}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
Sec. 17, N $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ ;  
Sec. 19, lot 3, NE $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
Sec. 21, W $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , and NE $\frac{1}{4}$ SW $\frac{1}{4}$ .  
T. 4 S., R. 7 W.,  
Sec. 13, S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
Sec. 24, N $\frac{1}{2}$ N $\frac{1}{2}$ .  
SIXTH PRINCIPAL MERIDIAN  
PIKE NATIONAL FOREST  
Spruce Grove Campground  
T. 10 S., R. 72 W.,  
Sec. 32, E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ , W $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ , and S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ .  
Falls Hill Picnic Ground and Campground  
T. 6 S., R. 74 W.,  
Sec. 19, SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ , and SE $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
Sec. 29, NW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ , and SW $\frac{1}{4}$ NW $\frac{1}{4}$  less 12.85 acres lying in H.E.S. No. 51;  
Sec. 30, NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ .  
SIXTH PRINCIPAL MERIDIAN  
ARAPAHO NATIONAL FOREST  
North Rock Creek Recreation Area  
T. 4 S., R. 78 W.,  
Sec. 7, S $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ , and E $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
Sec. 8, S $\frac{1}{2}$ S $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ S $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , and N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
Sec. 18, Lots 2, 3, 4, NW $\frac{1}{4}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , and NE $\frac{1}{4}$ SW $\frac{1}{4}$ .  
T. 4 S., R. 79 W.,  
Sec. 13, S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
Sec. 24, N $\frac{1}{2}$ N $\frac{1}{2}$ .  
SIXTH PRINCIPAL MERIDIAN  
ROUTT NATIONAL FOREST  
Lower Bear River Recreation Area  
T. 1 N., R. 86 W.,  
Sec. 1, S $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ , and S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ :

Sec. 25, NW $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
Sec. 27, W $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ ;  
Sec. 28, N $\frac{1}{2}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
Sec. 29, NE $\frac{1}{4}$ NW $\frac{1}{4}$ ;  
Sec. 30, N $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
Sec. 31, SW $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , and SE $\frac{1}{4}$ ;  
Sec. 32, SW $\frac{1}{4}$ .  
T. 2 N., R. 4 W.,  
Sec. 35, N $\frac{1}{2}$ SE $\frac{1}{4}$ .

The areas described aggregate approximately 20,300 acres.

JOHN A. CARVER, Jr.,  
Assistant Secretary of the Interior.

JANUARY 15, 1962.

[F.R. Doc. 62-650; Filed, Jan. 19, 1962;  
8:45 a.m.]

[Public Land Order 2589]

[Colorado 048805]

### COLORADO

#### Withdrawing Lands for Use of Forest Service as Recreation Areas and Campgrounds

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:

1. Subject to valid existing rights, the following-described lands in the Arapaho, Pike, and Routt National Forests, are hereby withdrawn from prospecting, location, entry, and purchase under the mining laws of the United States for use of the Forest Service, Department of Agriculture, as recreation areas and campgrounds as indicated:

#### SIXTH PRINCIPAL MERIDIAN

#### ARAPAHO NATIONAL FOREST

#### Spruce Grove Campground

T. 10 S., R. 72 W.,  
Sec. 32, E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ , W $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ , and S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ .

Falls Hill Picnic Ground and Campground  
T. 6 S., R. 74 W.,  
Sec. 19, SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ , and SE $\frac{1}{4}$ SE $\frac{1}{4}$ ;

Sec. 29, NW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ , and SW $\frac{1}{4}$ NW $\frac{1}{4}$  less 12.85 acres lying in H.E.S. No. 51;

Sec. 30, NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ .

#### SIXTH PRINCIPAL MERIDIAN

#### ARAPAHO NATIONAL FOREST

#### North Rock Creek Recreation Area

T. 1 N., R. 86 W.,  
Sec. 1, S $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ , and S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ :