

equipment was either tested or synchronized on the line to the end of the test period.

B. This order is effective on March 1, 1973.

C. The Secretary shall cause prompt publication of this order to be made in the FEDERAL REGISTER.

By the Commission.

[SEAL] KENNETH F. PLUMB,
Secretary.

[FR Doc. 73-4628 Filed 3-9-73; 8:45 am]

Title 21—Food and Drugs

CHAPTER 1—FOOD AND DRUG ADMINISTRATION, DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE

PART 2—ADMINISTRATIVE FUNCTIONS, PRACTICES, AND PROCEDURES

Subpart H—Delegations of Authority

COMMISSIONER OF FOOD AND DRUGS

Under authority vested in the Secretary of Health, Education, and Welfare by the Federal Food, Drug, and Cosmetic Act (sec. 701(a), 52 Stat. 1055; 21 U.S.C. 371(a)) and under authority delegated to the Commissioner of Food and Drugs (21 CFR 2.120), § 2.120(a) is revised to reflect the revised delegations of authority to the Commissioner of Food and Drugs by the Assistant Secretary for Health (35 FR 606, 3000; 36 FR 8893, 11433, 11770, 12803; 37 FR 27646).

§ 2.120 Delegations from the Secretary and Assistant Secretary.

(a) The Assistant Secretary for Health has redelegated to the Commissioner of Food and Drugs with authority to redelegate (35 FR 606 as amended) all authority delegated to him by the Secretary of Health, Education, and Welfare as follows.

(1) Functions vested in the Secretary under the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 301 et seq.), the Filled Milk Act (21 U.S.C. 61-63), the Federal Import Milk Act (21 U.S.C. 141 et seq.), the Tea Importation Act (21 U.S.C. 41 et seq.), the Federal Cautious Poison Act (44 Stat. 1406), the Federal Hazardous Substances Act (15 U.S.C. 1261 et seq.), The Fair Packaging and Labeling Act (15 U.S.C. 1451 et seq.), the Flammable Fabrics Act (15 U.S.C. 1201(a)), and sections 3, 4, 5, 7, 8, and 9 of the Poison Prevention Packaging Act of 1970 (15 U.S.C. 1471 et seq.), pursuant to section 12 of Reorganization Plan No. IV and Reorganization Plan No. 1 of 1953, including authority to administer oaths vested in the Secretary of Agriculture by 7 U.S.C. 2217.

(2) Functions vested in the Secretary under section 301. (Research and investigations); section 308. (International cooperation); section 311. (Federal-State cooperation); section 314(f). (Interchange of personnel with States); and section 315. (Health education and information) of the Public Health Service Act (42 U.S.C. 241, 242f, 243, 246(f), and 247) which relate to the functions of the Food and Drug Administration.

(3) Functions vested in the Secretary under sections 354 through 360F of the Public Health Service Act (42 U.S.C. 263b through 263n) which relate to electronic product radiation control.

(4) Functions vested in the Secretary under section 361 of the Public Health Service Act (42 U.S.C. 264) which relate to interstate travel sanitation (except interstate transportation of etiological agents under 42 CFR 72.25), milk and food service sanitation, and shellfish sanitation.

(5) Functions vested in the Secretary pertaining to section 351 of the Public Health Service Act (42 U.S.C. 262) which relate to the regulation of biological products.

(6) Functions vested in the Secretary pertaining to section 302(a) of the Public Health Service Act (42 U.S.C. 242(a)) which relate to the determination and reporting requirements with respect to the medicinal and scientific requirements of the United States for controlled substances.

(7) Functions vested in the Secretary pertaining to section 303 of the Public Health Service Act (42 U.S.C. 242a) which relate to the authorization of persons engaged in research on the use and effect of drugs to protect the identity of their research subjects with respect to drugs scheduled under Public Law 91-513 for which a notice of claimed exemption for an investigational new drug is filed with the Food and Drug Administration and with respect to all drugs not scheduled under Public Law 91-513.

(8) Functions vested in the Secretary pertaining to section 4 of the Comprehensive Drug Abuse Prevention and Control Act of 1970 (84 Stat. 1241) which relate to the determination of the safety and effectiveness of drugs or to approve new drugs to be used in the treatment of narcotic addicts.

(9) Functions vested in the Secretary pertaining to section 303(f) of the Controlled Substances Act (21 U.S.C. 823(f)) which relate to the determination of the qualifications and competency of practitioners wishing to conduct research with controlled substances listed in Schedule I of the Act, and the merits of the research protocol.

(10) Functions vested in the Secretary pertaining to provisions of the Controlled Substances Act (21 U.S.C. 801 et seq.) which relate to administration of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 301 et seq.).

(11) Functions vested in the Secretary under section 409(b) of the Federal Meat Inspection Act (21 U.S.C. 679(b)) which relate to the detention of any carcass, part thereof, meat, or meat product of cattle, sheep, swine, goats, or equines.

(12) Functions vested in the Secretary under section 24(b) of the Poultry Products Inspection Act (21 U.S.C. 467f(b)) which relate to the detention of any poultry carcass, part thereof, or poultry product.

(13) Functions vested in the Secretary under the Egg Products Inspection Act (21 U.S.C. 1031 et seq.).

(14) Functions vested in the Secretary by amendments to the foregoing statutes

subsequent to Reorganization Plan No. 1 of 1953.

(15) Functions vested in the Secretary regarding the issuance of all regulations pursuant to authorities cited in paragraphs (1) through (14) of this section. The reservation of authority contained in Chapter 1A of the Department Organization Manual shall not apply.

(16) Functions vested in the Secretary under Executive Order 11490, section 1103(5), and those portions of sections 1103(1), 1103(3), 1103(4), 3001(2), 3001(3), 3002(1), 3002(2), 3002(3), 3004, and 3009 which relate to food, drugs, and biologicals. In the performance of these emergency functions the Commissioner shall coordinate his activities with the Administrator, Health Services and Mental Health Administration, in order that preemergency plans shall be developed in consonance with postattack organization plans and structure of the Department for the Emergency Health Service.

(17) Function vested in the Secretary of authorizing and approving miscellaneous and emergency expenses of enforcement activities.

(18) Function vested in the Secretary under the Federal Advisory Committee Act, Public Law 92-463, to make determinations that advisory committee meetings are concerned with matters listed in section 552(b) of title 5, U.S.C. and therefore may be closed to the public for those committees under the administrative jurisdiction of the Commissioner of Food and Drugs. This authority may not be redelegated. This authority is to be exercised in accordance with the requirements of the Act and only with respect to the following:

(i) Meetings, to the extent that they directly involve review, discussion or consideration of records of the Department which are exempt from disclosure under 5 U.S.C. 552(b) (4), (6), and (7), namely, (a) records containing trade secrets and commercial or financial information obtained from a person and privileged or confidential; (b) personnel, medical and similar files the disclosure of which would constitute a clearly unwarranted invasion of personal privacy; and (c) investigatory files compiled for law enforcement purposes;

(ii) Meetings to the extent that they involve the review, discussion, and evaluation of specific drugs and devices regulated by FDA which are intended to result in recommendations for regulatory decisions under the Federal Food, Drug, and Cosmetic Act and which are concerned with matters listed in 5 U.S.C. 552(b) (4), (5), and (7);

(iii) Meetings held for the sole purpose of considering and formulating advice which the committee will give or any final report it will render. *Provided:*

(a) The meetings will involve solely the internal expression of views and judgments of the members and it is essential to close the meeting or portions thereof to protect the free exchange of such views and avoid undue interference with agency or committee operations, and such views if reduced to writing would be protected from mandatory disclosure under section 552(b) (5) of title 5 U.S.C.;

(b) The meeting is closed for the shortest time necessary, summarizing the work of the committee during the closed session, and a report, prepared by the executive secretary will be made available promptly to the public.

(c) When feasible, the public is given a timely opportunity to present relevant information and views to the committee; and

(d) Concurrence for closing the meetings for such purpose is obtained from the Office of the General Counsel and the Office of Public Affairs.

Effective date. This order shall be effective on March 12, 1973.

(Sec. 701(a), 52 Stat. 1055; 21 U.S.C. 371(a))

Dated: March 5, 1973.

SAM D. FINE,
Associate Commissioner
for Compliance.

[FR Doc. 73-4666 Filed 3-9-73; 8:45 am]

PART 2—ADMINISTRATIVE FUNCTIONS, PRACTICES, AND PROCEDURES

Subpart H—Delegations of Authority

AUTHORITY RELATING TO MEAT, POULTRY, EGGS, AND RELATED PRODUCTS

Pursuant to provisions of the Federal Food, Drug, and Cosmetic Act (sec. 701(a), 52 Stat. 1055; 21 U.S.C. 371(a)) and under authority delegated to the Commissioner of Food and Drugs (21 CFR 2.120), Part 2 is amended to delegate authority regarding detention of meat, poultry, eggs, and related products.

Accordingly, § 2.121 is amended by adding paragraph (v), as follows:

§ 2.121 Redelegations of authority from the Commissioner to other officers of the Administration.

(v) *Delegations regarding detention of meat, poultry, eggs, and related products.* The Regional Food and Drug Directors and Deputy Regional Food and Drug Directors are authorized to perform and to designate other officials to perform all the functions of the Commissioner of Food and Drugs under:

(1) Section 409(b) of the Federal Meat Inspection Act (21 U.S.C. 679(b)) which relate to the detention of any carcass, part thereof, meat, or meat product of cattle, sheep, swine, goats, or equines.

(2) Section 24(b) of the Poultry Products Inspection Act (21 U.S.C. 467(b)) which relate to the detention of any poultry carcass, part thereof, or poultry product.

(3) The Egg Products Inspection Act (21 U.S.C. 1031 et seq.).

Effective date. This order shall be effective on March 12, 1973.

(Sec. 701(a), 52 Stat. 1055; 21 U.S.C. 371(a))

Dated: March 5, 1973.

SAM D. FINE,
Associate Commissioner
for Compliance.

[FR Doc. 73-4667 Filed 3-9-73; 8:45 am]

PART 135b—NEW ANIMAL DRUGS FOR IMPLANTATION OR INJECTION

Xylazine Hydrochloride

The Commissioner of Food and Drugs has evaluated a supplemental new animal drug application (47-955V) filed by Chemagro, Division of Baychem Corp., Post Office Box 4913, Kansas City, MO 64120, proposing revised labeling regarding the use of the drug xylazine hydrochloride for subcutaneous and intramuscular use in dogs and cats. The supplemental application is approved.

Therefore, pursuant to provisions of the Federal Food, Drug, and Cosmetic Act (sec. 512(i), 82 Stat. 347; 21 U.S.C. 360b(i)) and under authority delegated to the Commissioner (21 CFR 2.120), § 135b.58 is amended in paragraph (c) (2) as follows:

§ 135b.58 Xylazine hydrochloride injection.

(c) * * *

(2) It is administered as follows:

(i) To horses from a solution containing 100 milligrams of xylazine hydrochloride per milliliter intravenously at 0.5 mg. per 100 pounds of body weight or intramuscularly at 1.0 mg. per 100 pounds of body weight.

(ii) To dogs and cats from a solution containing 20 milligrams of xylazine hydrochloride per milliliter intravenously at 0.5 mg. per pound of body weight or intramuscularly or subcutaneously at 1.0 mg. per pound of body weight. In dogs over 50 pounds, a dosage of 0.5 mg. per pound administered intramuscularly may provide sufficient sedation and/or analgesia for most procedures.

Effective date. This order shall be effective on March 12, 1973.

(Sec. 512(i), 82 Stat. 347; 21 U.S.C. 360b(i))

Dated: March 6, 1973.

C. D. VAN HOUWELING,
Director,
Bureau of Veterinary Medicine.

[FR Doc. 73-4665 Filed 3-9-73; 8:45 am]

SUBCHAPTER C—DRUGS

PART 135b—NEW ANIMAL DRUGS FOR IMPLANTATION OR INJECTION

Pyrimamine Maleate

The Commissioner of Food and Drugs has evaluated a supplemental new animal drug application (7-404V) filed by Norden Laboratories, Inc., Lincoln, Nebr. 68501, proposing revised labeling for the safe and effective use of pyrimamine maleate as an antihistamine for treating horses. The supplemental application is approved.

Therefore, pursuant to provisions of the Federal Food, Drug, and Cosmetic Act (sec. 512(i), 82 Stat. 347; 21 U.S.C. 360b(i)) and under authority delegated to the Commissioner (21 CFR 2.120), Part 135b is amended by adding a new section as follows:

§ 135b.75 Pyrimamine maleate injection.

(a) *Specifications.* The drug is a sterile aqueous solution with each milliliter containing 20 milligrams of pyrimamine maleate.

(b) *Sponsor.* See code No. 026 in § 135.501(c) of this chapter.

(c) *Conditions of use.* (1) It is intended for treating horses in conditions in which antihistaminic therapy may be expected to lead to alleviation of some signs of disease, such as equine laminitis or insect stings.

(2) It is administered intramuscularly, subcutaneously, or intravenously. Local injection at the site of insect bites may be indicated in severe cases. Intravenous injections must be given slowly to avoid symptoms of overdosage. Dosage may be repeated every 6-12 hours whenever necessary. Horses, 40-60 milligrams per 100 pounds body weight; foals, 20 milligrams per 100 pounds body weight.

(3) Do not use in horses intended for food purposes.

(4) Federal law restricts this drug to use by or on the order of a licensed veterinarian.

Effective date. This order shall be effective on March 12, 1973.

(Sec. 512(i), 82 Stat. 347; 21 U.S.C. 360b(i))

Dated: March 6, 1973.

C. D. VAN HOUWELING,
Director,
Bureau of Veterinary Medicine.

[FR Doc. 73-4664 Filed 3-9-73; 8:45 am]

Title 41—Public Contracts and Property Management

CHAPTER I—FEDERAL PROCUREMENT REGULATIONS

SUPPLY CONTRACT CLAUSES

This amendment of the Federal Procurement Regulations amends Part 1-7, Contract Clauses, by revising Subpart 1-7.1, Fixed-Price Supply Contracts, as follows: (1) Categorizes the clauses into three groupings: Required clauses, clauses to be used when applicable, and additional clauses to be used when it is desirable to cover the subject matter; (2) provides references to clauses appearing in other subparts which have not previously been referenced in Subpart 1-7.1; and (3) incorporates new and revised references pertaining to minority business enterprises and contract work hours and safety standards. Miscellaneous changes are included in Subpart 1-12.3 to provide necessary revisions of captions, titles, and citations pertaining to the Contract Work Hours and Safety Standards Act. The amendment also includes necessary revisions of cross-references.

PART 1-3—PROCUREMENT BY NEGOTIATION

Subpart 1-3.3—Determinations, Findings, and Authorities

Section 1-3.302(f) is revised, as follows:

§ 1-3.302 Determinations and findings required.

(f) The determinations required by section 304(c) of the Act (41 U.S.C. 254(c)) and Subpart 1-6.10 with respect to omitting the clause specified in § 1-7.103-3 or § 1-7.602-7 from contracts with foreign contractors or subcontractors regarding the right of the Comptroller General of the United States to examine the contractor's records when it is determined (1) that the omission will serve the best interests of the United States, or (2) that the public interest will best be served by the omission.

Subpart 1-3.8—Price Negotiation Policies and Techniques

Section 1-3.814-2(e) is revised, as follows:

§ 1-3.814-2 Audit and records.

(e) Except as otherwise provided in Subpart 1-6.10 of this chapter, or when independent authority exists for the omission of such clause, the clause in §§ 1-7.103-3 and 1-7.602-7 of this chapter shall be inserted in all negotiated fixed-price contracts in excess of \$2,500, including contracts awarded under a total setaside (small business restricted advertising, as defined in § 1-1.701-9 of this chapter) or a partial setaside (see §§ 1-1.706 and 1-1.804 of this chapter), and a clause containing substantially the same provisions shall be included in all other negotiated contracts in excess of \$2,500 (the clause prescribed by § 1-7.103-3 of this chapter satisfies this requirement). In addition, the right of the contracting agency to inspect the plant and to audit the books and records of any prime contractor engaged in the performance of a cost-type contract shall be expressly reserved in any such contract.

PART 1-4—SPECIAL TYPES AND METHODS OF PROCUREMENT

Subpart 1-4.4—Public Utilities

Section 1-4.410-5(a) is revised, as follows:

§ 1-4.410-5 Uniform clauses for utility service contracts.

(a) The following uniform clauses, as prescribed in the FPR sections referenced or set forth verbatim in this § 1-4.410-5, shall be mandatory for utility service contracts. The clauses shall be inserted in all such contracts, expressly or through incorporation by reference:

- (1) *Definitions.* Section 1-7.102-1.
- (2) *Examination of records by Comptroller General.* Section 1-7.103-3.
- (3) *Equal opportunity.* Section 1-12.803-2.
- (4) *Officials not to benefit.* Section 1-7.102-17.
- (5) *Covenant against contingent fees.* Section 1-1.503.
- (6) *Convict labor.* Section 1-12.203.
- (7) *Contract Work Hours and Safety Standards Act—overtime compensation.* Section 1-12.303.

- (8) *Disputes.* Section 1-7.102-12.
- (9) *Certificate of independent price determination.* Section 1-1.317.
- (10) *Conflicts.*

CONFLICTS

To the extent of any inconsistency between the provisions of this contract, and any schedule, rider, or exhibit incorporated in this contract by reference or otherwise, or any of the Contractor's rules and regulations, the provisions of this contract shall control.

PART 1-6—FOREIGN PURCHASES

Subpart 1-6.1—Buy American Act—Supply and Service Contracts

Section 1-6.104-5(b) is revised, as follows:

§ 1-6.104-5 Contract clause.

(b) Where the term "secretary" is inapplicable to the agency, the term "head of the agency" may be substituted in the clause prescribed in § 1-6.104-5(a) when the contract does not contain the clause in § 1-7.102-1.

Subpart 1-6.10—Omission of the Examination of Records Clause From Contracts With Foreign Contractors

Section 1-6.1001(a) is revised, as follows:

§ 1-6.1001 Statutory requirements.

(a) In accordance with section 304(c) of the Federal Property and Administrative Services Act of 1949, as amended (41 U.S.C. 254(c)), the Examination of Records by Comptroller General clause (see §§ 1-7.103-3 and 1-7.602-7) may be omitted from negotiated contracts and subcontracts with foreign contractors and foreign subcontractors.

PART 1-7—CONTRACT CLAUSES

The table of contents for Part 1-7 is amended to provide revised and new entries for Subpart 1-7.1, as follows:

Subpart 1-7.1—Fixed-Price Supply Contracts

Sec.	
1-7.100	Scope of subpart.
1-7.101	Applicability.
1-7.102	Required clauses.
1-7.102-1	Definitions.
1-7.102-2	Changes.
1-7.102-3	Extras.
1-7.102-4	Variation in quantity.
1-7.102-5	Inspection.
1-7.102-6	Responsibility for supplies.
1-7.102-7	Payments.
1-7.102-8	Assignment of claims.
1-7.102-9	[Reserved].
1-7.102-10	Federal, State, and local taxes.
1-7.102-11	Default.
1-7.102-12	Disputes.
1-7.102-13	[Reserved].
1-7.102-14	Buy American Act.
1-7.102-15	Contract Work Hours and Safety Standards Act—overtime compensation.
1-7.102-16	Equal opportunity.
1-7.102-17	Officials not to benefit.
1-7.102-18	Covenant against contingent fees.
1-7.102-19	Termination for convenience of the Government.

Sec.	
1-7.102-20	Pricing of adjustments.
1-7.103	Clauses to be used when applicable.
1-7.103-1	Clauses for fixed-price supply contracts involving construction.
1-7.103-2	Additional bond security.
1-7.103-3	Examination of records by Comptroller General.
1-7.103-4	Notice and assistance regarding patent and copyright infringement.
1-7.103-5	Convict labor.
1-7.103-6	Walsh-Healey Public Contracts Act.
1-7.103-7	Utilization of small business concerns.
1-7.103-8	Small business subcontracting program.
1-7.103-9	Utilization of labor surplus area concerns.
1-7.103-10	Labor surplus area subcontracting program.
1-7.103-11	Utilization of minority business enterprises.
1-7.103-12	Minority business enterprises subcontracting program.
1-7.103-13	Humane slaughter of livestock.
1-7.103-14	Required source for jewel bearings.
1-7.103-15	Use of excess aluminum.
1-7.103-16	Listing of employment openings.
1-7.103-17	Price reduction for defective cost or pricing data.
1-7.103-18	Audit and records.
1-7.103-19	Subcontractor cost and pricing data.
1-7.103-20	Advance payments.
1-7.103-21	Progress payments.
1-7.103-22	Workmen's compensation insurance (Defense Base Act).
1-7.103-23	Late offers and modifications or withdrawals.
1-7.103-24	Contracts with the Small Business Administration.
1-7.103-25	Supplementary tax clauses.
1-7.104	Additional clauses.
1-7.104-1	Liquidated damages provisions.
1-7.104-2	Changes to "make-or-buy" program.

Subpart 1-7.1, Fixed-Price Supply Contracts, is revised, as follows:

§ 1-7.100 Scope of subpart.

This subpart sets forth contract clauses for use in fixed-price supply contracts.

§ 1-7.101 Applicability.

The clauses set forth in this subpart shall be used in fixed-price supply contracts entered into either by formal advertising or by negotiation (other than for small purchases as defined in Subpart 1-3.6).

§ 1-7.102 Required clauses.

The clauses set forth in this § 1-7.102 shall be inserted in all fixed-price supply contracts.

§ 1-7.102-1 Definitions.

DEFINITIONS

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

(a) The term "head of the agency" or "Secretary" as used herein means the Secretary, the Under Secretary, any Assistant Secretary, or any other head or assistant head of the executive or military department or other 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 head of the agency or 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.

Additional definitions may be included provided they are not inconsistent with the clause or the provisions of these regulations.

§ 1-7.102-2 Changes.

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.

§ 1-7.102-3 Extras.

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.

§ 1-7.102-4 Variation in quantity.

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.

§ 1-7.102-5 Inspection.

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 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 the 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.

§ 1-7.102-6 Responsibility for supplies.

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.

§ 1-7.102-7 Payments.

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.

§ 1-7.102-8 Assignment of claims.

Insert the clause set forth in § 1-30.703 under the conditions contained therein.

§ 1-7.102-9 [Reserved]

§ 1-7.102-10 Federal, State, and local taxes.

Insert either the clause in § 1.11.401-1 or the clause in § 1-11.401-2 and, when appropriate, insert the supplementary clause in § 1-11.401-3(a), in accordance with the conditions contained in those sections.

§ 1-7.102-11 Default.

Insert the clause set forth in § 1-8.707 under the conditions prescribed in § 1-8.700-2(b)(1).

§ 1-7.102-12 Disputes.

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.

§ 1-7.102-13 [Reserved]

§ 1-7.102-14 Buy American Act.

Insert the clause set forth in § 1-6.104-5 under the conditions contained therein.

§ 1-7.102-15 Contract Work Hours and Safety Standards Act—overtime compensation.

Insert the clause set forth in § 1-12.303 under the conditions contained in § 1-12.302.

§ 1-7.102-16 Equal opportunity.

Insert the clause set forth in § 1-12.803-2 under the conditions contained in § 1-12.803-1.

§ 1-7.102-17 Officials not to benefit.

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.

§ 1-7.102-18 Covenant against contingent fees.

Insert the clause set forth in § 1-1.503 under the conditions contained in § 1-1.501.

§ 1-7.102-19 Termination for convenience of the Government.

Insert the clause set forth in § 1-8.701 in fixed-priced supply contracts in excess of \$2,500 except as permitted by § 1-8.700-2(a)(2) for contracts not in excess of \$100,000.

§ 1-7.102-20 Pricing of adjustments.

The following clause shall be included in all formally advertised or negotiated contracts other than cost-type contracts:

PRICING OF ADJUSTMENTS

When costs are a factor in any determination of a contract price adjustment pursuant to the "Changes" clause or any other provision of this contract, such costs shall be in accordance with the contract cost principles and procedures in Part 1-15 of the Federal Procurement Regulations (41 CFR 1-15) or section XV of the Armed Services Procurement Regulation in effect on the date of this contract.

§ 1-7.103 Clauses to be used when applicable.

§ 1-7.103-1 Clauses for fixed-price supply contracts involving construction.

(a) Insert the clauses set forth in § 1-12.403-1 in fixed-price supply contracts under the conditions contained in § 1-12.402-2. The clauses set forth in § 1-12.403-1 are:

Davis-Bacon Act.
Contract Work Hours and Safety Standards Act—overtime compensation.

Apprentices.
Payrolls and basic records.
Compliance with Copeland regulations.

Withholding of funds.
Subcontracts.
Contract termination—debarment.

(b) Insert the clause set forth in § 1-18.605 in fixed-price supply contracts under the conditions contained in Subpart 1-18.6.

§ 1-7.103-2 Additional bond security.

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.

§ 1-7.103-3 Examination of records by Comptroller General.

(a) The following clause shall be included in fixed-price negotiated contracts and may be included in other than fixed-price negotiated contracts, as provided in § 1-3.814-2(c) of this chapter. When contracts involve the use of Standard Forms 2-A and 2-B, or 253, the forms may be amended to provide for the use of the term "lessor" or "architect-engineer," respectively, in lieu of the term "contractor."

EXAMINATION OF RECORDS BY COMPTROLLER GENERAL

(a) This clause is applicable if the amount of this contract exceeds \$2,500 and was entered into by means of negotiation, including small business restricted advertising, but is not applicable if this contract was entered into by means of formal advertising.

(b) The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this contract or such lesser time specified in either Appendix M of the Armed Services Procurement Regulation or the Federal Procurement Regulations Part 1-20, as appropriate, 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.

(c) 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 3 years after final payment under the subcontract or such lesser time specified in either Appendix M of the Armed Services Procurement Regulation or the Federal Procurement Regulations Part 1-20, as appropriate, 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 (1) purchase orders not exceeding \$2,500 and (2) subcontractors or purchase orders for public utility services at rates established for uniform applicability to the general public.

(d) The periods of access and examination described in (b) and (c), above, for records which relate to (1) appeals under the "Disputes" clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been disposed of.

§ 1-7.103-4 Notice and assistance regarding patent and copyright infringement.

The following clause shall be included in all contracts which exceed \$10,000:

NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

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

(b) In the event of any claim or suit against the Government, on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the contractor shall furnish to the Government, when requested by the contracting officer, all evidence and information in possession of the contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the contractor has agreed to indemnify the Government.

§ 1-7.103-5 Convict labor.

Insert the clause set forth in § 1-13.203 under the conditions contained in § 1-12.202.

§ 1-7.103-6 Walsh-Healey Public Contracts Act.

Insert the clause set forth in § 1-12.605 under the conditions contained in § 1-12.602.

§ 1-7.103-7 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.

§ 1-7.103-8 Small business subcontracting program.

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

§ 1-7.103-9 Utilization of labor surplus area concerns.

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

§ 1-7.103-10 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.

§ 1-7.103-11 Utilization of minority business enterprises.

Insert the clause set forth in § 1-1.1310-2(a) under the conditions and in the manner prescribed therein.

§ 1-7.103-12 Minority business enterprises subcontracting program.

Insert the clause set forth in § 1-1.1310-2(b) under the conditions and in the manner prescribed therein.

§ 1-7.103-13 Humane slaughter of livestock.

Insert the clause set forth in § 1-4.605 or in § 1-4.606 under the procedures provided in § 1-4.604.

§ 1-7.103-14 Required source for jewel bearings.

Insert the clause set forth in § 1-1.319 under the conditions and in the manner prescribed therein.

§ 1-7.103-15 Use of excess aluminum.

Insert the clause set forth in § 1-5.1001-2 under the conditions contained in § 1-5.1001-1.

§ 1-7.103-16 Listing of employment openings.

Insert the clause set forth in § 1-12.1102-2 under the conditions and in the manner prescribed therein.

§ 1-7.103-17 Price reduction for defective cost or pricing data.

Insert the appropriate clause set forth in § 1-3.814-1 under the conditions described therein.

§ 1-7.103-18 Audit and records.

Insert the appropriate clause or clauses set forth in § 1-3.814-2 under the conditions described therein.

§ 1-7.103-19 Subcontractor cost and pricing data.

Insert the appropriate clause set forth in § 1-3.814-3 under the conditions described therein.

§ 1-7.103-20 Advance payments.

When advance payments are to be made in accordance with Subpart 1-30.4, insert the appropriate provisions as prescribed in § 1-30.414-2.

§ 1-7.103-21 Progress payments.

When progress payments are to be made in accordance with Subpart 1-30.5, insert the appropriate clause as provided in § 1-30.510.

§ 1-7.103-22 Workmen's compensation insurance (Defense Base Act).

Insert the clause set forth in § 1-10.402 under the conditions described therein.

§ 1-7.103-23 Late offers and modifications or withdrawals.

The following clause is prescribed for appropriate use in accordance with § 1-16.101(b).

LATE OFFERS AND MODIFICATIONS OR WITHDRAWALS

(This paragraph applies to all advertised solicitations. In the case of Department of Defense negotiated solicitations, it shall also apply to late offers and modifications (other than the normal revisions of offers by selected offerors during the usual conduct of negotiations with such offerors) but not to withdrawal of offers. Unless otherwise provided, this paragraph does not apply to negotiated solicitations issued by civilian agencies.)

(a) Offers and modifications of offers (or withdrawals thereof, if this solicitation is advertised) received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered unless: (1) They are received before award is made; and either (2) they are sent by registered mail, or by certified mail for which an official dated post office stamp (postmark) on the original receipt for certified mail has been obtained and it is determined by the Government that the late receipt was due solely to delay in the mails, for which the offeror was not responsible; or (3) if submitted by mail (or by telegram if authorized) it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation: *Provided*, That timely receipt at such installation is established upon examination of an appropriate date or time stamp (if any) of such installation, or of other documentary evidence of receipt (if readily available) within the control of such installation or of the post office serving it. However, a modification of an offer which makes the terms of an otherwise successful offer more favorable to the Government will be considered at any time it is received and may thereafter be accepted.

(b) Offerors using certified mail are cautioned to obtain a receipt for certified mail showing a legible, dated postmark and to retain such receipt against the chance that it will be required as evidence that a late offer was timely mailed.

(c) The time of mailing of late offers submitted by registered or certified mail shall be deemed to be the last minute of the date shown in the postmark on the registered mail receipt or registered mail wrapper or on the receipt for certified mail unless the offeror furnishes evidence from the post office station of mailing which establishes an earlier time. In the case of certified mail, the only acceptable evidence is as follows: (1) Where the receipt for certified mail identifies the post office station of mailing, evidence furnished by the offeror which establishes that the business day of that station ended at an earlier time, in which case the time of mailing shall be deemed to be the last minute of the business day of that station; or (2) an entry in ink on the receipt for certified mail showing the time of mailing and the initials of the postal employee receiving the item and making the entry, with

appropriate written verification of such entry from the post office station of mailing, in which case the time of mailing shall be the time shown in the entry. If the postmark on the original receipt for certified mail does not show a date, the offer shall not be considered.

§ 1-7.103-24 Contracts with the Small Business Administration.

(a) Insert the clause set forth in § 1-1.713-3(d)(1) in contracts with the Small Business Administration awarded pursuant to section 8(a) of the Small Business Act (15 U.S.C. 637(a)).

(b) Insert the clause set forth in § 1-1.713-3(e) in subcontracts which will be executed by the Small Business Administration and its subcontractors.

§ 1-7.103-25 Supplementary tax clauses.

(a) Insert the supplementary clause set forth in § 1-11.401-3(a) under the conditions contained therein.

(b) Insert the clause set forth in § 1-11.401-3(b) under the conditions contained therein.

§ 1-7.104 Additional clauses.

The clauses set forth in this § 1-7.104 shall be inserted in fixed-price supply contracts if it is desired to cover the subject matter thereof.

§ 1-7.104-1 Liquidated damages provisions.

Insert the provision set forth in § 1-1.315-3 under the conditions and in the manner prescribed in § 1-1.315.

§ 1-7.104-2 Changes to "make-or-buy" program.

Insert the clause set forth in § 1-3.902-3 in all contracts containing a "make-or-buy" program.

Subpart 1-7.6—Fixed-Price Construction Contracts

Section 1-7.602 is revised, as follows:

§ 1-7.602-7 Examination of records by Comptroller General.

The clause set forth in § 1-7.103-3 shall be included in all negotiated fixed-price contracts in excess of \$2,500.

§ 1-7.602-12 Pricing of adjustments.

Insert the clause set forth in § 1-7.102-20 under the conditions contained therein.

PART 1-12—LABOR

The table of contents for Part 1-12 is amended to provide a revised caption, as follows:

Subpart 1-12.3—Contract Work Hours and Safety Standards Act (Other Than Construction Contracts)

1. Section 1-12.300 is revised, as follows:

§ 1-12.300 Scope of subpart.

This subpart deals with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) insofar as they apply to contracts

other than construction contracts dealt with in Subpart 1-12.4.

2. Section 1-12.301 is revised, as follows:

§ 1-12.301 Statutory requirement.

The Contract Work Hours and Safety Standards Act provides that the wages of every laborer and mechanic employed by any contractor or subcontractor in his performance of work on any contract of the character specified in section 103 of that Act shall be computed on the basis of a standard workday of 8 hours and a standard workweek of 40 hours. Work in excess of such standard workday or workweek is permissible, provided that the wages of any laborer or mechanic so employed include compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in any workweek in excess of 8 hours in any calendar day or in excess of 40 hours in the workweek, as the case may be. "Laborers and mechanics" include apprentices, trainees, watchmen, guards, and workmen, other than seamen, performing services in connection with dredging or rock excavation in rivers or harbors.

3. Section 1-12.303 is revised, as follows:

§ 1-12.303 Contract clause.

The contract clause set forth in § 1-12.303 shall be included in contracts in accordance with the provisions of §§ 1-12.301 and 1-12.302. The clause may be modified as necessary in order to comply with the provisions of § 1-12.304(b).

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION

This contract, to the extent that it is of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), is subject to the following provisions and to all other applicable provisions and exceptions of such Act and the regulations of the Secretary of Labor thereunder.

(a) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, apprentices, trainees, watchmen, and guards shall require or permit any laborer, mechanic, apprentice, trainee, watchman, or guard in any workweek in which he is employed on such work to work in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer, mechanic, apprentice, trainee, watchman, or guard receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek, whichever is the greater number of overtime hours.

(b) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the provisions of paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, apprentice, trainee, watchman, or guard employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such

employee was required or permitted to be employed on such work in excess of 8 hours or in excess of his standard workweek of 40 hours without payment of the overtime wages required by paragraph (a).

(c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer may withhold from the Government Prime Contractor, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph (b).

(d) *Subcontracts.* The Contractor shall insert paragraphs (a) through (d) of this clause in all subcontracts, and shall require their inclusion in all subcontracts of any tier.

(e) *Records.* The Contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for 3 years from the completion of the contract.

4. Section 1-12.304 is revised, as follows:

§ 1-12.304 Variations and tolerances.

Variations and tolerances from the provisions of this subpart which are granted under section 105 of the Contract Work Hours and Safety Standards Act by the Secretary of Labor in the case of any contract work for which such variations and tolerances have been provided (29 CFR 5.14) shall be deemed to satisfy the requirements of § 1-1.009.

PART 1-14—INSPECTION AND ACCEPTANCE

Subpart 1-14.1—Inspection

Section 1-14.107(a) is revised, as follows:

§ 1-14.107 Rejection of nonconforming supplies or services.

(a) Contractors ordinarily shall be given an opportunity to correct or replace nonconforming supplies or services if this can be done within the required delivery schedule. Unless the contract provides otherwise (as may be the case in some cost-reimbursement type contracts), such correction or replacement shall be without additional cost to the Government. The standard inspection clause in § 1-7.102-5 reserves to the Government the right to charge the contractor the cost of Government reinspection and retests because of prior rejection.

Section 1-14.206 is revised, as follows:

§ 1-14.206 Acceptance of supplies or services not conforming with contract requirements.

Except as provided in this § 1-14.206, supplies or services tendered for acceptance which do not conform with contract requirements shall be rejected (see § 1-14.107). However, if it is in the best interest of the Government, for reasons of economy or the urgency of the requirement, acceptance of supplies or services which do not meet all contract requirements may occasionally be desirable. Prior to such acceptance, the contracting officer shall obtain the approval of the

requiring activity. If the nonconformity is a significant deviation from contract requirements, or if the contracting officer determines that a price reduction is appropriate, the acceptance of nonconforming supplies or services shall be covered by an appropriate modification of the contract. A deviation is significant if it adversely affects safety; durability; performance; interchangeability of parts or assemblies; weight, where weight is a significant consideration; or any other basic objective of the specification. Where acceptance of nonconforming supplies or services is to be at a reduction in price, the amount of the reduction shall be fair and reasonable (see paragraph (b) of the standard inspection clause in § 1-7.102-5).

PART 1-15—CONTRACT COST PRINCIPLES AND PROCEDURES

Subpart 1-15.1—Applicability

1. Section 1-15.102(b) (6) is revised, as follows:

§ 1-15.102 Negotiated supply, service, experimental, developmental, and research contracts, and contract changes with concerns other than educational institutions.

(b) . . .

(6) For pricing changes and other contract modifications (§ 1-7.102-20).

2. Section 1-15.104(b) (5) is revised, as follows:

§ 1-15.104 Construction and architect-engineer contracts.

(b) . . .

(5) For pricing changes and other contract modifications (§ 1-7.102-20).

PART 1-16—PROCUREMENT FORMS

Subpart 1-16.1—Forms for Advertised Supply Contracts

Section 1-16.101(c) is revised, as follows:

§ 1-16.101 Contract forms.

(c) General Provisions (Supply Contract) (Standard Form 32, November 1969 edition). Pending the publication of a new edition of the form, the Examination of Records by Comptroller General clause prescribed by § 1-7.103-3 of this chapter shall be substituted for the provision entitled Examination of Records in Article 10, the Utilization of Labor Surplus Area Concerns clause prescribed by § 1-1.805-3(a) of this chapter shall be substituted for the provision entitled Utilization of Concerns in Labor Surplus Areas in Article 22, and the Payment of Interest on Contractors' Claims clause set forth in § 1-1.322(b), the Utilization of Minority Business Enterprises clause set forth in § 1-1.1310-2(a), the Pricing of Adjustments clause set forth in § 1-7.102-20, and the Listing of Employment Openings clause set forth in § 1-12.1102-3 shall be added as additional articles of the General Provisions.

Subpart 1-16.4—Forms for Advertised Construction Contracts

Section 1-16.401 is revised, as follows:

§ 1-16.401 Forms prescribed.

(a) Invitation, Bid, and Award (Construction, Alteration or Repair) (Standard Form 19, October 1969 edition). Pending the publication of a new edition of the form, the Examination of Records by Comptroller General clause prescribed by § 1-7.103-3 of this chapter shall be substituted for the provision entitled Examination of Records in Article 12, and the Payment of Interest on Contractors' Claims clause set forth in § 1-1.322(b) and the Utilization of Minority Business Enterprises clause set forth in § 1-1.1310-2(a) shall be added as additional General Provisions.

(h) General Provisions (Construction Contract) (Standard Form 23-A, October 1969 edition). Pending the publication of a new edition of the form, the Payment of Interest on Contractors' Claims clause set forth in § 1-1.322(b), the Utilization of Minority Business Enterprises clause set forth in § 1-1.1310-2(a), the Pricing of Adjustments clause set forth in § 1-7.602-12, and the Listing of Employment Openings clause set forth in § 1-12.1102-2 shall be added as additional articles of the General Provisions.

Subpart 1-16.6—Forms of Leases for Real Property

Section 1-16.601 is revised, as follows:

§ 1-16.601 Forms prescribed.

(b) Standard Form 2-A, May 1970 edition, General Provisions, Certification and Instructions, U.S. Government Lease for Real Property. Pending the publication of a new edition of the form, the Examination of Records by Comptroller General clause prescribed by § 1-7.103-3 of this chapter shall be substituted for the provision entitled Examination of Records in Article 11, and the clause set forth in § 1-12.1102-2 shall be added.

(c) Standard Form 2-B, February 1965 edition, U.S. Government Lease for Real Property (Short Form). Pending the publication of a new edition of the form, the Examination of Records by Comptroller General clause prescribed by § 1-7.103-3 of this chapter shall be substituted for the provision entitled Examination of Records in Article 10.

Subpart 1-16.7—Forms for Negotiated Architect-Engineer Contracts

Section 1-16.701(b) is revised, as follows:

§ 1-16.701 Forms prescribed.

(b) General Provisions (Architect-Engineer Contract) (Standard Form 253, August 1970 edition). Pending the publication of a new edition of the form, the

Examination of Records by Comptroller General clause prescribed by § 1-7.103-3 of this chapter shall be substituted for the provision entitled Examination of Records in Article 8, and the Payment of Interest on Contractors' Claims clause set forth in § 1-1.322(b), the Pricing of Adjustments clause prescribed in § 1-7.602-12, and the Listing of Employment Openings clause set forth in § 1-12.1102-2 shall be added as additional articles of the General Provisions.

PART 1-17—EXTRAORDINARY CONTRACTUAL ACTIONS TO FACILITATE THE NATIONAL DEFENSE

Subpart 1-17.2—Requests for Contractual Adjustment

Section 1-17.206 is revised, as follows:

§ 1-17.206 Contractual requirements.

(f) The Equal Opportunity clause prescribed in § 1-7.102-16;

(g) The Assignment of Claims clause prescribed in § 1-7.102-8;

(h) If otherwise applicable, the contract clause entitled Walsh-Healey Public Contracts Act as set forth in § 1-12.605; the contract clauses entitled Davis-Bacon Act and Compliance with Copeland Regulations as set forth in Standard Form 19-A (see § 1-16.901-19-A); and the contract clause entitled Contract Work Hours and Safety Standards Act—Overtime Compensation as prescribed in § 1-7.102-15.

PART 1-20—RETENTION REQUIREMENTS FOR CONTRACTOR AND SUBCONTRACTOR RECORDS

Subpart 1-20.2—General Provisions

Section 1-20.201(a) is revised, as follows:

§ 1-20.201 General retention requirements.

(a) Contractors and subcontractors are required to retain and make available books, records, documents, and other supporting evidence to satisfy contract negotiation, administration, and audit requirements of the contracting agency and the Comptroller General of the United States as set forth in the contract clauses prescribed under §§ 1-3.814-2, 1-7.103-3, 1-7.103-18, 1-7.602-5, and 1-7.602-7.

(Sec. 205(c), 63 Stat. 390; 40 U.S.C. 496(c))

Effective date. This amendment is effective May 15, 1973, but may be observed earlier.

Dated: March 2, 1973.

ARTHUR F. SAMPSON,
Acting Administrator
of General Services.

[FR Doc. 73-4698 Filed 3-9-73; 8:45 am]

Title 50—Wildlife and Fisheries

CHAPTER I—BUREAU OF SPORT FISHERIES AND WILDLIFE, FISH AND WILDLIFE SERVICE, DEPARTMENT OF THE INTERIOR

SUBCHAPTER B—HUNTING AND POSSESSION OF WILDLIFE

PART 16—MIGRATORY BIRD PERMITS

SUBCHAPTER G—MISCELLANEOUS PROVISIONS

PART 90—FEEDING DEPREDATE MIGRATORY WATERFOWL

Present regulations governing the feeding of depredating migratory waterfowl are published in Part 16 of this chapter comprising §§ 16.31 through 16.37. These regulations are not directly related to law enforcement and it is determined that for purposes of clarity and convenience of those persons having an interest in these provisions that a new Subchapter G—Miscellaneous Provisions be added to this Chapter I. Collected and published in this new subchapter in appropriate parts will be those miscellaneous regulations which are not directly related to law enforcement but which are more directly related to the resource.

This new Subchapter G, Part 90, has been organized into suitable subparts for easier reading and uniformity of format. No new requirements or procedures are imposed.

Accordingly, Chapter I of this Title 50 is amended by adding a new subchapter to read:

§§ 16.31-16.37 [Deleted]

Sections 16.31 through 16.37 of Part 16 of Chapter I, Subchapter B are deleted.

Subpart A—Introduction

Sec.

90.1 General

90.2 Scope of regulations.

Subpart B—Use of Surplus Grain

90.11 Statutory provisions.

90.12 Interpretation.

90.13 Policy.

90.14 Waterfowl depredations complaints; where filed.

90.15 Criteria to govern approval of applications.

90.16 Actions following investigation.

90.17 Compliance with other regulations.

AUTHORITY: 70 Stat. 492, 7 U.S.C. 443.

Sec.

Subpart A—Introduction

§ 90.1 General.

Any person having an interest in a crop and who is suffering damage due to depredations by migratory waterfowl may file a complaint and apply for surplus grain for use in feeding programs to augment the natural source of food available to migratory waterfowl to aid in the prevention of crop damage by such birds, as provided for in these regulations.

§ 90.2 Scope of regulations.

The provisions of this part supplement 70 Stat. 492, 7 U.S.C. sections 442-445.

Subpart B—Use of Surplus Grain

§ 90.11 Statutory provisions.

Section 1 of the Act of July 3, 1956, as amended (70 Stat. 492; 7 U.S.C. 442-445) provides that the Commodity Credit Corporation shall make available to the Secretary of the Interior such wheat, corn,

or other grains, acquired through price support operations and certified by the Corporation to be available for purposes of the Act or in such condition through spoilage or deterioration as not to be desirable for human consumption, as the Secretary shall requisition for the purpose of preventing crop damage by migratory waterfowl. Section 2 of the Act provides that, upon a finding that any area in the United States is threatened with damage to farmers' crops by migratory waterfowl, the Secretary is authorized and directed to requisition from the Commodity Credit Corporation and to make available to Federal, State, or local governmental bodies or officials, or to private organizations or persons, such grain acquired by the Corporation through price support operations in such quantities and subject to such regulations as the Secretary determines will most effectively lure migratory waterfowl away from crop depredations and at the same time not expose such migratory waterfowl to shooting over areas to which the waterfowl have been lured by such feeding programs.

§ 90.12 Interpretation.

The authorization contained in the Act limits the availability of grain acquired through price support operations to the prevention of crop damage by migratory waterfowl (brant, wild ducks, geese, and swans) and such grain may not be made available for the feeding of any other species of migratory birds, whether or not such other species of migratory birds are committing or threatening to commit crop damage. Further, the Act does not authorize the use of such grain to conduct a migratory waterfowl feeding program for the purpose of augmenting natural sources of food available to migratory waterfowl, nor for any purpose incident to migratory waterfowl management not related to the prevention of crop damage. Accordingly, such grain shall not be made available pursuant to the Act to augment or to substitute for natural sources of migratory waterfowl food except as may be determined by the Secretary to be necessary to aid in the prevention of crop damage by such birds.

§ 90.13 Policy.

Whenever it is found necessary to conduct feeding programs under this section for the purposes of preventing crop damage by migratory waterfowl, it shall be the policy of the Secretary for the purposes of economy and efficiency to accord preference to feeding programs proposed to be executed through the placement of grain upon wildlife management areas or other lands or waters owned, leased, or otherwise controlled by an agency of the United States or a State.

§ 90.14 Water fowl depredation complaints; where filed.

Any person having an interest in crops being damaged or threatened with damage by migratory waterfowl in circumstances meeting the criteria prescribed in § 90.15 may make application for grain for use in luring such water-

fowl away from such crops by submitting a written request to the Regional Director of the Bureau of Sport Fisheries and Wildlife regional office having administrative jurisdiction over the wildlife activities in the State where the affected crops are located. (See § 2.2 for geographical jurisdiction and addresses of regional offices.) Such applications may be in letter form but must contain information disclosing the location, nature, condition and extent of the crops being damaged or threatened, and the particular species of migratory waterfowl committing or threatening to commit damage. For the purposes of this section any authorized official of Federal State, or local governmental body shall be deemed to be a "person" and to have such an interest in crops threatened with damages as to qualify him as an applicant.

§ 90.15 Criteria to govern approval of applications.

Upon receipt of a written application for such grain for use in preventing crop depredations, the Regional Director shall promptly cause an investigation to be made, when necessary, to determine whether the applicant is in fact entitled to have such grain made available for such purposes. Whenever feasible the required investigation shall be made jointly by a representative of the game department of the State in which the affected crops are located and a representative of the Regional Director. When conducting such investigations, each of the factors set forth in paragraphs (a) to (d) of this section shall be considered separately. An application for grain shall not be approved if it is determined that one or more of these factors minimizes the extent of crop damage or provides another effective method of preventing the complained of damage.

(a) The migratory waterfowl committing or threatening to commit crop damage must be predominantly of a species which are susceptible of being effectively lured away from the crops by the use of such grain.

(b) The crop damage or threatened crop damage must be substantial in nature (when measured by the extent and potential value of the crops involved and the number of birds threatening damage); and must affect growing crops or mature unharvested crops that are in such condition as to be marketable or have value as feed for livestock or other purposes of material value to the applicant.

(c) It must be shown that the damage or threat of damage cannot be abated through the exercise of any of the privileges granted in permits authorized by this Chapter I to frighten or otherwise herd migratory waterfowl away from affected crops.

(d) During an open hunting season, it must be shown that the area affected by crop damage has been and is now open to public hunting and there has been a clear demonstration that such hunting is ineffective, and cannot be

made effective, to prevent crop damage on such area.

§ 90.16 Actions following investigation.

Upon receipt of a report and recommendations based upon an investigation conducted under § 90.15, the Secretary shall make a determination that the applicant meets the qualifications for receiving grain. He shall then determine the quantity of grain, either bagged or in bulk, to be made available; the means of transportation; and the point of delivery in the vicinity of the crop damage. Before receiving delivery of such grain the applicant shall execute and deliver to any officer authorized to enforce this part written assurances as follows:

(a) That grain made available to him under this part will be used exclusively for the prevention and abatement of crop damage by migratory waterfowl and that no portion of such grain will be sold, donated, exchanged, or used as feed for livestock or other domestic animals or for any other purpose;

(b) That consent is granted to any officer authorized to enforce this part, to inspect, supervise or direct the placement and distribution of grain made available under this part for the prevention of crop damage at all reasonable times;

(c) That free and unrestricted access over the premises on which feeding operations have been or are to be conducted shall be permitted at all reasonable times, by any officer authorized to enforce this part and that such information as may be required by the officer will be promptly furnished; and

(d) That the applicant will not take, nor permit his agents, employees, invitees, or other persons under his control to take migratory game birds on or over any lands or waters subject to his control, during the time such grain is placed, exposed, deposited, distributed, scattered, or present upon such lands or waters, nor for a period of 10 days immediately following the consumption or removal of such grain from such lands or waters.

§ 90.17 Compliance with other regulations.

Nothing in this subpart shall be construed to supersede or modify any regulations relating to the hunting of migratory game birds, nor to permit the transportation, installation or use of grain contrary to any applicable Federal, State, or local laws or regulations.

This amendment recodifies existing regulations, does not impose any new requirements, restrictions, or procedures. Accordingly, notice and public procedure thereon are impracticable, unnecessary, and contrary to the public interest, and this amendment is effective March 12, 1973.

E. V. SCHMIDT,
Director, Deputy Bureau of
Sport Fisheries and Wildlife.

MARCH 6, 1973.

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Title 24—Housing and Urban Development

CHAPTER X—FEDERAL INSURANCE ADMINISTRATION, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SUBCHAPTER B—NATIONAL FLOOD INSURANCE PROGRAM

PART 1914—AREAS ELIGIBLE FOR THE SALE OF INSURANCE

Status of Participating Communities

Section 1914.4 of Part 1914 of Subchapter B of Chapter X of Title 24 of the Code of Federal Regulations is amended by adding in alphabetical sequence a new entry to the table. In this entry, a complete chronology of effective dates appears for each listed community. Each date appearing in the last column of the table is followed by a designation which indicates whether the date signifies the effective date of the authorization of the sale of flood insurance in the area under the emergency or the regular flood insurance program. The entry reads as follows:

§ 1914.4 Status of participating communities.

State	County	Location	Map No.	State map repository	Local map repository	Effective date of authorization of sale of flood insurance for area
Colorado	El Paso	Unincorporated areas.				Mar. 9, 1973. Emergency.
Connecticut	Middlesex	Westbrook, Town of.				Do.
Do.	Tolland	Mansfield, Town of.				Do.
Georgia	Chatham	Garden City, City of.	I 13 051 2290 01 I 13 051 2290 02	Department of Natural Resources, Office of Planning and Research, 270 Washington St. SW., Room 707, Atlanta, GA 30334. Georgia Insurance Department, State Capitol, Atlanta, GA 30334.	City Hall, U.S. 17 North, Garden City, Ga. 31408.	Oct. 8, 1971. Emergency. Mar. 16, 1973. Regular.
Do.	do	Port Wentworth, City of.	I 13 051 4475 01 I 13 051 4475 02	do.	Office of the City Clerk, City of Port Wentworth, Post Office Box 4096, Port Wentworth, GA 31407.	June 4, 1971. Emergency. Mar. 16, 1973. Regular.
Illinois	Cook	Unincorporated areas.				Mar. 9, 1973. Emergency.
Do.	Lake	Fox Lake, Village of.				Do.
Maine	Oxford	Rumford, Town of.				Do.
Maryland	Kent	Unincorporated areas.				Do.
Massachusetts	Plymouth	Mattapoisett, Town of.	I 25 023 0696 01 through I 25 023 0696 05	Division of Water Resources, Water Resources Commission, State Office Bldg., 100 Cambridge St., Boston, MA 02202. Massachusetts Division of Insurance, 100 Cambridge St., Boston, MA 02202.	Town Hall, Main St., Mattapoisett, Mass. 02739.	June 18, 1971. Emergency. March 16, 1973. Regular.
Do.	Bristol	Dighton, Town of.				March 9, 1973. Emergency.
Michigan	Berrien	Chikaming, Township of.				Do.
Do.	do	Grand Beach, Village of.				Do.
Do.	Ingham	Lansing, City of.				Do.
Do.	Macomb	Shelby, Township of.				Do.
Do.	Monroe	Berlin, Township of.				Do.
Do.	St. Clair	St. Clair, Township of.				Do.
Do.	Wayne	Dearborn, City of.				Do.
Minnesota	Washington	Stillwater, City of.	I 27 163 6770 01 through I 27 163 6770 03	Division of Waters, Soils, and Minerals, Department of Natural Resources, Centennial Office Bldg., St. Paul, Minn. 55101. Minnesota Division of Insurance, R-210 State Office Bldg., St. Paul, Minn. 55101.	Municipal Bldg., 216 North Fourth St., Stillwater, MN 55082.	November 5, 1971. Emergency. March 16, 1973. Regular.
Do.	Dakota	Hastings, City of.				March 9, 1973. Emergency.
Do.	Polk	Crookston, City of.				Do.
New York	Monroe	Greece, Town of.				Do.
Do.	do	Parma, Town of.				Do.
Do.	do	Webster, Town of.				Do.
Do.	Wayne	Sodus Point, Village of.				Do.

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State	County	Location	Map No.	State map repository	Local map repository	Effective date of authorization of sale of flood insurance for area
Pennsylvania	Berks	Muhlenberg Township of				Do.
Do.	Clinton	Flemington Borough of				Do.
Do.	Columbia	Bicomsburg Town of				Do.
Do.	Dauphin	Lykens Borough of				Do.
Do.	Delaware	Swarthmore Borough of				Do.
Do.	Huntingdon	Smithfield Township of				Do.
Do.	Lancaster	Columbia Borough of				Do.
Do.	do	Lancaster Township of				Do.
Do.	Lebanon	Cleona Borough of				Do.
Do.	Luzerne	Black Creek Township of				Do.
Do.	Lycoming	Porter Township of				Do.
Do.	York	Dover Township of				Do.
Vermont	Caledonia	Hardwick Town of				Do.
Wisconsin	Crawford	Lynxville Village of	I 55 023 2760 01	Department of Natural Resources, Post Office Box 450, Madison, WI 53701. Wisconsin Insurance Department, 212 North Bassett St., Madison, WI 53703.	Office of Village Clerk, Village Hall, Village of Lynxville, Lynxville, Wis. 54640.	April 23, 1971, Emergency. March 18, 1973, Regular.
Do.	Milwaukee	Greenfield, City of				March 9, 1973, Emergency.

(National Flood Insurance Act of 1968 (Title XIII of the Housing and Urban Development Act of 1968), effective Jan. 28, 1969 (33 FR 17804, Nov. 28, 1968), as amended (secs. 408-410, Public Law 91-152, Dec. 24, 1969), 42 U.S.C. 4001-4127; and Secretary's delegation of authority to Federal Insurance Administrator, 34 FR 2680, Feb. 27, 1969)

Issued: March 5, 1973.

GEORGE K. BERNSTEIN,
Federal Insurance Administrator.

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