

- Guiding the implementation of new and modified inspection programs and procedures;
- Interacting with other program areas to assure information exchange and uniformity of regulatory issues within the Agency;
- Working with the FSIS Center for Learning to develop and deliver training;
- Analyzing data in major Agency databases for recurring and specific project requirements; and
- Identifying emerging data analysis and management needs, including developing, piloting, implementing, and maintaining databases and reporting systems, and raising policy and program issues based on that analysis.

Significantly, the TSC does not provide a forum for resolving disputes between inspection personnel and plant management, nor does it rule on appeals. This is a function of the chain of command and the appeals process is described in 9 CFR 306.5. The role of the TSC is to assist decision making by providing all parties with the standards and other technical information needed to understand, implement, apply, and enforce regulatory requirements. Two TSC staffs, both within the FSIS Office of Policy, Program & Employee Development, provide the services described above. The Technical Assistance/Correlation Staff (TAC) provides technical expertise, guidance and correlation. The Program Analysis Staff (PAS) conducts data analysis and special studies concerning Agency program operations.

FSIS is now seeking broader input on the organization, operations, and services provided by the TSC, with the intent of improving TSC programs. As part of a comprehensive evaluation of TSC operations and services, the Agency is seeking comments from the public and especially from small businesses. Feedback from small businesses is being requested specifically as a result of the Agency's initiative to improve its outreach to small and very small plants to further improve their food safety programs.

### Questions

All relevant comments are welcome, but FSIS specifically seeks responses from the regulated industry to the following questions:

- In what way has the availability of TSC services helped you with your operations?
- When you have contacted the TSC, has the response been prompt, clear, thorough, and courteous?
- Is the technical guidance provided by the TSC consistent with regulations

and policy as written? Is the technical guidance consistent with guidance given by FSIS inspection program personnel?

- Have you used the TSC website? If so, has it been useful?
- If you have contacted the TSC multiple times regarding the same topic, has the guidance been consistent over time?
- How could the TSC improve its services?
- Have you had difficulty in reaching the TSC staff?
- What recommendations do you have for TSC in communicating information to you?
- What specifically could the TSC do to improve its services to small businesses?

### Additional Public Notification

Public awareness of all segments of rulemaking and policy development is important. Consequently, in an effort to ensure that the public and in particular minorities, women, and persons with disabilities, are aware of this notice, FSIS will announce it on-line through the FSIS web page located at [http://www.fsis.usda.gov/regulations/2006\\_Notices\\_Index/index.asp](http://www.fsis.usda.gov/regulations/2006_Notices_Index/index.asp).

FSIS also will make copies of this **Federal Register** publication available through the FSIS Constituent Update, which is used to provide information regarding FSIS policies, procedures, regulations, **Federal Register** notices, FSIS public meetings, recalls, and other types of information that could affect or would be of interest to our constituents and stakeholders. The update is communicated via Listserv, a free e-mail subscription service consisting of industry, trade, and farm groups, consumer interest groups, allied health professionals, scientific professionals, and other individuals who have requested to be included. The update also is available on the FSIS web page. Through Listserv and the web page, FSIS is able to provide information to a much broader, more diverse audience.

In addition, FSIS offers an email subscription service which provides automatic and customized access to selected food safety news and information. This service is available at [http://www.fsis.usda.gov/news\\_and\\_events/email\\_subscription/](http://www.fsis.usda.gov/news_and_events/email_subscription/). Options range from recalls to export information to regulations, directives and notices. Customers can add or delete subscriptions themselves and have the option to password protect their account.

Done at Washington, DC, on July 26, 2006.

**Barbara J. Masters,**

*D.V.M. Administrator.*

[FR Doc. E6-12217 Filed 7-28-06; 8:45 am]

**BILLING CODE 3410-DM-P**

## DEPARTMENT OF AGRICULTURE

### Forest Service

#### Revision of Timber Sale Contract Forms FS-2400-6 and FS-2400-6T

**AGENCY:** Forest Service, USDA.

**ACTION:** Notice of Availability; revised standard timber sale contracts.

**SUMMARY:** By this notice, the Forest Service is putting into use revised versions of its standard timber sale contracts, Form FS-2400-6, for scaled sale procedures, and Form FS-2400-6T, for tree measurement timber sale procedures. After the Forest Service issued substantially revised versions of these contracts on May 6, 2004, the agency continued to receive comments from industry stakeholders. In response to these comments, the Forest Service engaged a consultant to evaluate the contracts with regard to allocation of risk between the timber Purchaser and the agency. The present revisions reflect the agency's further analysis of the contracts in light of the stakeholders' comments and the consultant's conclusions. A side-by-side comparison of the revised contracts and the previous versions is available as provided in the **ADDRESSES** section of this notice.

**DATES:** The contract revisions will be implemented for contracts advertised after August 30, 2006.

**ADDRESSES:** These timber sale contract forms are available for public review on the Forest Service worldwide Web/Internet site at <http://www.fs.fed.us/forestmanagement/infocenter/newcontracts/index.shtml>.

Alternatively, the contracts can be reviewed in the office of the Director of Forest Management, Third Floor, Northwest Wing, Yates Building, 201 14th Street, SW., Washington, DC. Visitors are encouraged to call ahead to (202) 205-0893 to facilitate entry into the building.

**FOR FURTHER INFORMATION CONTACT:** Lathrop Smith, Forest Management Staff, (202) 205-0858.

### SUPPLEMENTARY INFORMATION:

#### Background

The Forest Service uses standard contracts for all large, complex sales of timber from National Forest System lands. The agency uses timber sale contract Form FS-2400-6 when timber

is measured for payment after it is harvested; it uses timber sale contract Form FS-2400-6T when the basis for payment is measurement prior to sale. These instruments are comprehensive in scope and are designed to fully set forth the respective rights and obligations of the Forest Service and the timber Purchaser.

The Forest Service first put the standard timber sale contracts into use in the early 1970s, after extensive discussions with representatives of the timber industry. Based upon its initial experience with the contracts, which included feedback from stakeholders, and because of certain policy changes, the Forest Service retooled the contracts in late 1973. The agency did not revise the contracts again until 2001, when it updated them to reflect changes in law and agency policy and to incorporate certain special provisions that, over time, had become applicable to most timber sales. These changes did not materially alter the rights and obligations of the Purchaser and the Forest Service.

On May 6, 2004, after notice and comment, the Forest Service released substantially revised versions of its FS-2400-6 and FS-2400-6T contracts. As a general matter, the agency sought to make the contracts more consistent with government contracts law and policy. In particular, the agency attempted to address many of the complicated issues that arise when the Forest Service must suspend, modify, or terminate a timber sale contract because of environmental considerations. In this regard, the agency sought to clarify and simplify existing contract remedies, and to establish new remedies for certain situations, such as liquidated damages and rate redetermination. The agency also sought to allow the Purchaser to protect its interests by giving it the right to terminate the contract under certain circumstances. Through these modifications, the Forest Service attempted to allocate risk fairly between itself and the Purchaser.

After the release of the revised contracts, some timber industry stakeholders continued to provide feedback to the Forest Service on an ad-hoc basis. Although comments varied, some industry stakeholders expressed concerns over the contracts' allocation of risk, including the provisions on delay, suspension, or termination of operations. In particular, some stakeholders suggested that the 2004 contracts did not provide fair compensation to the Purchaser for delay, suspension, and termination, and thus exposed the Purchaser to substantial risk. To explore these

concerns, the Forest Service decided to engage an outside consultant to review the contracts and to issue a report on the allocation of risk between the Purchaser and the agency.

The consultant's report generally concluded that the revised timber sale contracts allocated risk to the detriment of the Purchaser. In reaching this conclusion, the report focused upon provisions giving the Forest Service the unilateral right to delay, suspend, modify, or terminate the contracts. The consultant asserted that these provisions forced the Purchaser to accept too much uncertainty and, at the same time, failed to provide adequate compensation. However, the report also noted several key provisions that favored the Purchaser, including making liquidated damages available under certain circumstances and allowing for an emergency rate redetermination for severe decline in the timber market.

After evaluating the outside consultant's report and considering the feedback that it received from industry stakeholders, the Forest Service decided to revise certain provisions of the contracts to achieve a more equitable distribution of risk. In making these changes, the agency did not simply adopt the recommendations of the consultant or the comments of certain industry representatives. Rather, the agency used this information to broaden its frame of reference in dealing with some of the more complicated aspects of the timber sale contracts, while keeping in mind its fundamental obligations to protect the public interest and, under the Multiple-Use Sustained-Yield Act, to manage to National Forest System lands "in the combination that will best meet the needs of the American people." 16 U.S.C. 531. Considering the foregoing, the Forest Service has revised the contracts to balance risk fairly between the agency, as the steward of the Nation's forest lands, and the Purchaser, as a competitive enterprise.

#### **Contract Revisions and Explanation**

**1. B4.22 Temporary Reduction of Downpayment.** The timber sale contracts require the Purchaser to make a downpayment before commencing harvesting operations and to maintain it until completion of operations. The downpayment covers 10 percent of the advertised value of the timber sale plus 20 percent of the value of the bid premium to discourage speculative bidding. For larger timber sales, the amount of the downpayment can be substantial. The previous iteration of this provision required the Purchaser to wait 90 days, from the beginning of any delay or interruption ordered by the

agency, before the downpayment could be reduced and refunded or transferred to another account. After considering stakeholders' concern that the 90 day period unfairly froze the Purchaser's financial resources, the Forest Service has reduced the waiting period to 30 days.

**2. B5.27 Temporary Credit for Unamortized Specified Road Construction Cost.** For the same rationale identified in Item 1, above, the Forest Service has reduced the applicable waiting period before credit can be issued to the Purchaser for the unamortized cost of specified roads. The period is reduced from 90 days to 30 days.

**3. B6.24 Protection Measures Needed for Plants, Animals, Cultural Resources, and Cave Resources.** This provision has been revised to clarify the respective responsibilities of the Forest Service and the Purchaser with regard to areas within the Sale Area needing special measures for the protection of plants, animals, cultural resources, and/or cave resources. The previous iteration of the contract placed an affirmative duty on the Purchaser to protect known and identified resources. To eliminate stakeholders' uncertainty as to the extent of the Purchaser's duty and to diminish potential liability, the Forest Service has revised this provision to contain a simple, negative duty not to damage or disturb designated areas.

Additionally, this provision retains the disclaimer applicable to the Forest Service's identification of protected areas. Because the agency cannot control environmental conditions affecting a sale, which are inherently subject to natural change, and because of its various obligations to protect the environment, which exist under federal law, the agency cannot warrant that specified protective measures will remain adequate over the life of a sale. Instead, the Forest Service must include a disclaimer to avoid exposure to liability.

**4. B6.35 Equipment Cleaning.** This provision has been revised primarily to clarify the circumstances that trigger the Purchaser's obligation to clean Off-Road Equipment to protect against the spread of invasive species of concern. If this provision materially increases the purchaser's operating costs, then the increased operating costs would be factored into the appraised value for the timber sale.

**5. B8.33 Contract Suspension and Modification.** This provision has been revised to clarify the remedies that are available to the Purchaser in the event that the Contracting Officer must delay, suspend, or modify contract operations.

References to termination contained in the previous iteration of this provision were confusing to stakeholders. Accordingly, the Forest Service has deleted these references and has substantially revised provisions B8.34 and B8.36 to address, among other things, the Purchaser's right to terminate the contract under various circumstances. The revised version of this provision also clarifies that out-of-pocket expenses, in addition to a rate redetermination, shall be available to the Purchaser when a delay or suspension accompanies a contract modification. Additionally, the subsection addressing the provision's applicability has been revised to affirm the Purchaser's ability to exercise its rights under the Contract Disputes Act. Ambiguity in the previous iteration caused some stakeholders to believe that the Forest Service had attempted to eliminate these rights.

**6. B8.34 Contract Termination.** The Forest Service has divided the main provision governing contract termination into three separate parts to eliminate ambiguity that existed in the previous iteration, and, thereby, to remove stakeholders' uncertainty as to the Purchaser's rights and obligations. After the introductory part, separate parts address termination by the agency and termination by the Purchaser. In response to comments from stakeholders and after conducting its own analysis, the Forest Service has decided to make replacement timber volume and liquidated damages available as a remedy for termination and partial termination. The agency has qualified the availability of liquidated damages, allowing this remedy only if, after good faith negotiations, the parties cannot agree on the location or stumpage for the replacement volume. However, if replacement volume is less than the deleted volume, liquidated damages shall be applicable to the shortfall. The Forest Service believes that the availability of replacement volume and/or liquidated damages substantially improves the contracts' allocation of risk and ensures that the Purchaser shall be fairly compensated in instances of full or partial termination.

**7. B8.35 Out-of-Pocket Expenses.** The revision responds to comments from stakeholders that the list of out-of-pocket expenses was too limited. The provision now specifically includes expenses for road maintenance, dust abatement, and certain authorized improvements. Additionally, in order to foster consistent application, the provision specifically lists items that do not qualify as out-of-pocket expenses. These items are disallowed because they

are not directly related to the Purchaser's operations under the contract. To facilitate expeditious and accurate claims processing, the provision requires the Purchaser to submit documentation and supporting analysis for expenses that it has paid or that it has a legal obligation to pay.

**8. B8.36 Termination for Market Changes.** This revision provides another set of circumstances under which the Purchaser may terminate the contract for market change during a delay or interruption under B8.33.

**9. B9.13 Temporary Bond Reduction.** Consistent with the changes to B4.22 and B5.27, described above, the revision allows the Purchaser's performance bond to be temporarily reduced after 30 days during a delay or a suspension.

A side-by-side comparison of the specific differences between the existing contracts and the proposed revised contracts is available electronically and in paper copy as provided in the **ADDRESSES** section of this notice.

Dated: July 19, 2006.

**Dale N. Bosworth,**  
Chief.

[FR Doc. E6-12177 Filed 7-28-06; 8:45 am]

**BILLING CODE 3410-11-P**

## DEPARTMENT OF AGRICULTURE

### Rural Business-Cooperative Service

#### Request for Proposals: Fiscal Year 2006 Funding Opportunity for Research on the Economic Impact of Cooperatives

**AGENCY:** Rural Business-Cooperative Service, USDA.

**ACTION:** Initial Notice of Request for Proposals.

**SUMMARY:** Rural Business-Cooperative Service programs are administered through USDA Rural Development. USDA Rural Development announces the availability of approximately \$495,000 in competitive cooperative agreement funds for fiscal year (FY) 2006 to conduct research on the national economic impact of all types of cooperatives. USDA Rural Development hereby requests proposals from institutions of higher education interested in applying for a competitively awarded cooperative research agreement. The intent of the funding is to encourage research on the critical issue of the economic value of cooperatives.

**DATES:** Interested parties may submit completed applications for the cooperative agreement on paper or

electronically according to the following deadlines:

Paper copies must be postmarked and mailed, shipped, or sent overnight no later than August 30, 2006, to be eligible for FY 2006 funding. Electronic copies must be received by August 30, 2006, to be eligible for FY 2006 funding. Late applications are not eligible for FY 2006 funding.

**ADDRESSES:** Applicants may obtain application forms, guides, and materials for the cooperative agreement at <http://www.rurdev.usda.gov/rbs/coops/reic.htm> or by contacting USDA Rural Development at (202) 690-0368, (TDD: (800) 877-8339, Federal Information Relay Service) and ask for the cooperative research agreement application kit.

Submit completed paper applications for a cooperative agreement to USDA Rural Development's Cooperative Programs, Attn: Cooperative Research, Mail STOP 3250, Room 4016—South, 1400 Independence Avenue SW., Washington, DC 20250-3250. The phone number that should be used for FedEx packages is (202) 720-7558.

Submit electronic applications at <http://www.grants.gov>, following the instructions found on this Web site.

**FOR FURTHER INFORMATION CONTACT:** Visit the program Web site at <http://www.rurdev.usda.gov/rbs/coops/reic.htm>, which contains application guidance, including an Application Guide and application forms. Or you may contact USDA Rural Development at (202) 690-0368 (TDD: (800) 877-8339 Federal Information Relay Service).

#### SUPPLEMENTARY INFORMATION:

##### Paperwork Reduction Act

Under the Paperwork Reduction Act, 44 U.S.C. 3501 *et seq.*, OMB must approve all "collections of information" by USDA Rural Development. The Act defines "collection of information" as a requirement for "answers to \* \* \* identical reporting or recordkeeping requirements imposed on ten or more persons \* \* \*." (44 U.S.C. 3502(3)(A)) Because the RFP will receive less than 10 respondents, the Paperwork Reduction Act does not apply.

##### Overview

**Federal Agency:** Rural Business-Cooperative Service.

**Funding Opportunity Title:** Research on the Economic Impact of Cooperatives.

**Announcement Type:** Initial announcement.

**Catalog of Federal Domestic Assistance Number:** 10.778.

**Dates:** You may submit completed applications for the cooperative