

Part 73 of Title 47 of the Code of Federal Regulations is amended as follows:

#### **PART 73—[AMENDED]**

1. The authority citation for Part 73 continues to read as follows:

**Authority:** Secs. 303, 48 Stat., as amended, 1082; 47 U.S.C. 154, as amended.

#### **§ 73.202 [Amended]**

2. Section 73.202(b), the Table of FM Allotments under Idaho, is amended by adding Channel 221A at Pocatello.

Federal Communications Commission.

**John A. Karousos,**

*Chief, Allocations Branch, Policy and Rules Division, Mass Media Bureau.*

[FR Doc. 97-12600 Filed 5-13-97; 8:45 am]

BILLING CODE 6712-01-P

### **FEDERAL COMMUNICATIONS COMMISSION**

#### **47 CFR Part 73**

[MM Docket No. 96-246; RM-8904]

#### **Radio Broadcasting Services; Salida, CO**

**AGENCY:** Federal Communications Commission.

**ACTION:** Final rule.

**SUMMARY:** This document allots Channel 229C3 to Salida, Colorado, as that community's second local FM service in response to a petition filed on behalf of Cyrus Esphahanian. See 62 FR 2996, January 21, 1997. Coordinates used for Channel 229C3 at Salida are 38-29-10 and 105-58-53. With this action, the proceeding is terminated.

**DATES:** Effective June 23, 1997. The window period for filing applications for Channel 229C3 at Salida, Colorado, will open on June 23, 1997, and close on July 24, 1997.

**FOR FURTHER INFORMATION CONTACT:** Nancy Joyner, Mass Media Bureau, (202) 418-2180. Questions related to the window application filing process for Channel 229C3 at Salida, Colorado, should be addressed to the Audio Services Division, (202) 418-2700.

**SUPPLEMENTARY INFORMATION:** This is a synopsis of the Commission's Report and Order, MM Docket No. 96-246, adopted April 30, 1997, and released May 9, 1997. The full text of this Commission decision is available for inspection and copying during normal business hours in the FCC's Reference Center (Room 239), 1919 M Street NW., Washington, DC. The complete text of this decision may also be purchased from the Commission's copy

contractors, International Transcription Service, Inc., 2100 M Street, NW., Suite 140, Washington, DC 20037, (202) 857-3800.

#### **List of Subjects in 47 CFR Part 73**

Radio broadcasting.

Part 73 of Title 47 of the Code of Federal Regulations is amended as follows:

#### **PART 73—[AMENDED]**

1. The authority citation for Part 73 continues to read as follows:

**Authority:** Secs. 303, 48 Stat., as amended, 1082; 47 U.S.C. 154, as amended.

#### **§ 73.202 [Amended]**

2. Section 73.202(b), the Table of FM Allotments under Colorado, is amended by adding Channel 229C3 at Salida.

Federal Communications Commission

**John A. Karousos,**

*Chief, Allocations Branch, Policy and Rules Division, Mass Media Bureau.*

[FR Doc. 97-12599 Filed 5-13-97; 8:45 am]

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### **DEPARTMENT OF TRANSPORTATION**

#### **Office of the Secretary**

**48 CFR Parts 1201, 1202, 1203, 1211, 1214, 1237, 1246, 1252, and 1253**

#### **Amendment of Department of Transportation Acquisition Regulations**

**AGENCY:** Office of the Secretary, DOT.

**ACTION:** Final rule.

**SUMMARY:** This final rule amends the Transportation Acquisition Regulation (TAR) to reflect the changes to the Federal Acquisition Regulation through the Federal Acquisition Circular 90-42 and to delete certification requirements.

**DATES:** This rule is effective June 13, 1997.

**FOR FURTHER INFORMATION CONTACT:** Charlotte Hackley, Office of Acquisition and Grant Management, M-60, 400 Seventh Street SW., Washington, DC 20590; (202) 366-4267.

#### **SUPPLEMENTARY INFORMATION:**

##### **A. Background**

The Department of Transportation has determined that changes to the Transportation Acquisition Regulation (TAR) are necessary to implement and align it with 48 CFR Chapter Circulars 90-34 through 90-42, to delete certification requirements, amend part 1211 to insert language inadvertently omitted in 61 FR 50248, published

September 25, 1996, and to make minor editorial revisions and corrections.

##### **B. Regulatory Analysis and Notices**

The Department has determined that this action is not a significant regulatory action under Executive Order 12866 or under the Department's Regulatory Policies and Procedures. The Department does not believe that there would be significant Federalism implications to warrant the preparation of a Federalism assessment.

##### **C. Regulatory Flexibility Act**

The Department certifies that this final rule does not have a significant economic impact on a substantial number of small entities within the meaning of the Regulatory Flexibility Act, 5 U.S.C. 601, et seq., because the rule merely restates previous TAR coverage, deletes certification requirements which do not significantly alter the amount of information currently required, and makes minor editorial revisions.

##### **D. Paperwork Reduction Act**

There are no new information collection requirements that require clearance previously approved under OMB Control No. 2105-0517.

**List of Subjects in 48 CFR Parts 1201, 1202, 1203, 1211, 1214, 1237, 1246, 1252, and 1253**

Government procurement.

The Final rule is issued under the delegated authority of 49 CFR Part 1.59(p). This authority is redelegated to the Senior Procurement Executive, issued this 7th day of May 1997, at Washington, DC.

**David J. Litman,**

*Director of Acquisition and Grant Management.*

##### **Adoption of Amendments**

For the reasons set out in the preamble, 48 CFR Chapter 12 is amended as follows:

1. The authority citation for 48 CFR chapter 12, parts 1201, 1202, 1203, 1211, 1214, 1237, 1246, 1252, and 1253 continues to read as follows:

**Authority:** 5 U.S.C. 301; 41 U.S.C. 418(b); 48 CFR 3.1.

#### **PART 1201—FEDERAL ACQUISITION REGULATIONS SYSTEM [AMENDED]**

##### **1201.301-70 [Amended]**

2. Section 1201.301-70 is amended by removing paragraph (a)(4) and redesignating paragraph (a)(5) as (a)(4) and by removing in paragraph (b) introductory text the words "TAR Council System" and adding in their

place the words "TAR/TAM change process".

Section 1201.304(a) is revised to read as follows:

**1201.304 Agency control and compliance procedures.**

(a) DOT shall control the proliferation of acquisition regulations and any revisions thereto (except as noted in paragraph (b) of this section) by using an internal TAR change process that involves input from many DOT elements including operating administration representatives on the Procurement Management Council. The operating administration member shall represent their operating administration's viewpoint along with Departmentwide considerations in reaching a decision on TAR changes.

\* \* \* \* \*

**PART 1202—DEFINITIONS OF WORDS AND TERMS**

3. Section 1202.1 is amended by revising paragraphs (f) and (g) to read as follows and by amending paragraph (i)(7) by removing the phrase "Office of the Secretary (OST)":

**1202.1 Definitions.**

\* \* \* \* \*

(f) *Head of the agency or agency head* means the Deputy Secretary except for acquisition actions that, by the terms of a statute or delegation, must be done specifically by the Secretary of Transportation.

(g) *Head of the contracting activity (HCA)* means the individual responsible for managing the contracting offices within an operating administration who is a member of the Senior Executive Service or a flag officer and is the same as the term "head of the procuring activity."

\* \* \* \* \*

**PART 1203—IMPROPER BUSINESS PRACTICES AND PERSONAL CONFLICTS OF INTEREST**

**1203.409 [Amended]**

4. Section 1203.409 is redesignated as section 1203.405.

**PART 1211—DESCRIBING AGENCY NEEDS**

5. Subparts 1211.1 and 1211.2 are added to read as follows:

**Subpart 1211.1—Selecting and Developing Requirements Documents**

**1211.104 Items peculiar to one manufacturer.**

**1211.104-70 Offer evaluation and award, brand name or equal descriptions.**

(a) An offer may not be rejected for failure of the offered product to equal a characteristic of a brand name product if it was not specified in the brand name or equal description. However, if it is clearly established that the unspecified characteristic is essential to the intended end use, the solicitation may be defective and need to be amended or the requirement resolicited.

(b) The contracting officer shall insert in the solicitation an entry substantially as follows for completion by the offeror in the item listing after each item or component part of an end item to which a brand name or equal purchase description applies:

Offering on:

Manufacturer's Name:

Brand:

No:

(c) Except when bid samples are requested for brand name or equal procurements, the following note shall be inserted in the item listing after each brand name or equal item (or component part), or at the bottom of each page, listing several such items, or in a manner that may otherwise direct the offeror's attention to this note:

Offerors offering other than brand name items identified herein should furnish with their offers adequate information to ensure that a determination can be made as to the equality of the product(s) offered (see the provision at (TAR) 48 CFR 1252.211-70, Brand Name or Equal).

**Subpart 1211.2—Using and Maintaining Requirements Documents**

**1211.204-70 Solicitation provisions and contract clauses.**

(a) The contracting officer shall insert the provision at (TAR) 48 CFR 1252.211-70, Brand Name or Equal, in solicitations using a brand name or equal purchase description whenever practicable.

(b) The contracting officer shall insert the clause at (TAR) 48 CFR 1252.211.71, Index for Specifications, when an index or table of contents may be furnished with the specification.

**PART 1214—SEALED BIDDING**

6. Section 1214.303(b) is amended by revising the certification to read as follows:

**1214.303 Modification or withdrawal of bids.**

(b) \* \* \*

I, as a bona fide agent for or representative of

(Bidder's name and address), am authorized to withdraw the bid on IFB No. \_\_\_\_\_ scheduled for opening on \_\_\_\_\_ and hereby acknowledge receipt of the unopened bid.

(Name and telephone No.)

(Date)

**PART 1237—SERVICE CONTRACTING**

7. Subpart 1237.1—Service Contracts—General is amended by adding sections 1237.104 and 1237.104-90 to read as follows:

**Subpart 1237.1—Service Contracts—General**

**1237.104 Personal services contracts. (USCG)**

**1237.104-90 Delegation of authority. (USCG)**

**PART 1246—QUALITY ASSURANCE**

**Subpart 1246.7—Warranties**

**1246.701-70 [Amended]**

8. Section 1246.701-70, paragraph (b) of the definition *Major system* is amended by removing the citation "48 CFR 15.804-3(c)" and adding in its place the citation "48 CFR 15.804-1".

**PART 1252—SOLICITATION PROVISIONS AND CONTRACT CLAUSES**

**1252.219-70 [Amended]**

9. Section 1252.219-70, is amended by removing paragraph (b) and redesignating paragraph (c) as (b).

**PART 1253—[AMENDED]**

**Subpart 1253.3—Forms**

10. Part 1253, Forms DOT F 4220.4, DOT F 4220.43, DOT F 4220.45, and DOT F 4220.46 are revised to read as follows:

<b>DEPARTMENT OF TRANSPORTATION CONTRACTOR'S RELEASE</b>	OMB Control No. 2105-0517 Expiration Date: 4/30/97
Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (2105-0517), Washington, DC 20503.	
CONTRACTOR (Name and Address)   CONTRACT NO.	ENTER SUM OF TOTAL OF AMOUNTS PAID AND PAYABLE  \$
<p>Pursuant to the terms of the above numbered contract and in consideration of the sum stated above, which has been paid or is to be paid to the Contractor, or its assignees, the Contractor, upon payment of the said sum by the UNITED STATES OF AMERICA (hereinafter called the Government), does remise, release, and discharge the Government, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract, except:</p> <ol style="list-style-type: none"> <li>1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows: (or state "None")</li>   <li>2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of this contract, which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Contracting Officer within the period specified in the said contract; and</li>   <li>3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of his indemnification of the Government against patent liability) including reasonable expenses incidental thereto, incurred by the Contractor under any provisions of the said contract relating to patents.</li> </ol> <p>The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all provisions of the said contract, including without limitation those provisions relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.</p> <p>IN WITNESSES WHEREOF, this release has been executed this _____ day of _____, 19 ____.</p> <p>WITNESSES _____                  _____ (Contractor)</p> <p>_____ BY _____                  _____ TITLE _____</p> <p>NOTE: In the case of a corporation, witnesses are not required but the below statement must be completed.</p> <p>I, _____, am the _____ secretary of the corporation named as Contractor in the foregoing release; that _____ who signed said release on behalf of the Contractor was then _____ of said corporation; release was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.</p> <p style="text-align: center;">(CORPORATE SEAL) _____</p>	

<b>CONTRACTOR REPORT OF GOVERNMENT PROPERTY</b>					OMB Control No. 2105-0517 Expiration Date: 4/30/97	
Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (2105-0517), Washington, D.C. 20503.						
1. Contract Number: _____						
2. Report Period Ending: _____						
3. Contractor (Name and Address)				4. Contracting Office (Name and Address)		
5. Name and location of Government-Owned, Contractor-Operated Plant (if applicable)						
6. Any Government property located at a subcontractor's plant? ____ Yes ____ No. If yes, give the name and address of the subcontractor(s) on an attached sheet to this report.						
7. Date contractor's property control system approved? _____						
8. Approved by whom? _____ Name of Agency/Office						
9	Starting Balance			Items Deleted in \$	Ending Balance	
	Total Acquisition Cost (in dollars)	Total Quantity (in acres or units)	Items Added in \$		Total Acquisition Cost (in dollars)	Total Quantity (in acres or units)
a. Land & Rights Therein						
b. Other Real Property						
c. Plant Equipment						
d. Special Test Equipment						
e. Special Tooling						
f. Materials in Stock (when total value exceeds \$50,000)						
NOTE: This report shall include all Government property (i.e., property furnished by the Government, or acquired or fabricated by the contractor or subcontractors). By signature hereon, the contractor's property administrator declares that the report was prepared from the contractor's records that are required by FAR 45.5.						
10. Typed Name of Contractor Property Administrator					11. Signature and Date	

<b>CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES, CREDITS, AND OTHER AMOUNTS</b>	OMB Control No.: 2105-0517 Expiration Date: 4/30/97
<p>Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (2105-0517), Washington, D.C. 20503.</p>	
<p>Pursuant to the terms of Contract No. _____ and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder, _____ (hereinafter called the Contractor) does hereby:</p>	
<p>1. Assign, transfer, set over the release to the UNITED STATES OF AMERICA (hereinafter called the Government), all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising out of the performance of the said contract, together with all the rights of action accrued or which may hereafter accrue thereunder.</p>	
<p>2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits or other amounts (including any interest thereon) due or which may become due, and to promptly forward to the UNITED STATES TREASURER checks (made payable to the Treasurer of the United States) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said contract and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.</p>	
<p>3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection with; and to permit the Government to represent it at any hearing, trial, or other proceeding arising out of such claim or suit.</p>	
<p>IN WITNESS WHEREOF, this assignment has been executed this _____ day of _____, _____.</p>	
<p>BY: _____ (CONTRACTOR)</p>	
<p>By signature hereon, I, _____, declare that I am the _____ (official title) of the corporation named as Contractor in the foregoing assignment; that _____ signed said assignment on behalf of the Contractor was then _____ of said corporation by authority of its governing body and is within the scope of its corporate powers.</p>	
<p>(CORPORATE SEAL) _____</p>	

<b>CUMULATIVE CLAIM AND RECONCILIATION STATEMENT</b>	OMB Control No. 2105-0517 Expiration Date: 4/30/97																										
Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (2105-0517), Washington, D.C. 20503.																											
<p><b>1. Name of Contractor</b> _____</p> <p><b>2. Address of Contractor</b> _____                  _____                  _____</p> <p><b>3. Contract No.</b> _____</p> <p><b>4. Delivery/Task Order No.</b> _____</p> <p><b>5. The total amount claimed under the above numbered contract, delivery order, or task order number is as follows:</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 80%;">a. Direct Labor.....</td><td style="width: 20%; text-align: right;">\$ _____</td></tr> <tr><td>b. Direct Material.....</td><td style="text-align: right;">\$ _____</td></tr> <tr><td>c. Other Direct Costs.....</td><td style="text-align: right;">\$ _____</td></tr> <tr><td>d. Overhead.....</td><td style="text-align: right;">\$ _____</td></tr> <tr><td>e. G&amp;A.....</td><td style="text-align: right;">\$ _____</td></tr> <tr><td>f. Subcontract Cost.....</td><td style="text-align: right;">\$ _____</td></tr> <tr><td>g. Total Costs (5a through 5f).....</td><td style="text-align: right;">\$ _____</td></tr> <tr><td>h. Fixed Fee.....</td><td style="text-align: right;">\$ _____</td></tr> <tr><td>i. Total Amount Claimed.....</td><td style="text-align: right;">\$ _____</td></tr> </table> <p><b>6. Total amount due under the above numbered contract, delivery order, task order is as follows:</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 80%;">a. Total Amount Claimed.....</td><td style="width: 20%; text-align: right;">\$ _____</td></tr> <tr><td>b. Total Amount Paid by the Government under Voucher Nos. _____ thru _____ .....</td><td style="text-align: right;">\$ _____</td></tr> <tr><td>c. Total Amount (if any) Withheld, Disallowed, etc. (as explained on the attached sheet).....</td><td style="text-align: right;">\$ _____</td></tr> <tr><td>d. Total Amount Due.....</td><td style="text-align: right;">\$ _____</td></tr> </table> <p>I, _____, as the _____</p> <p style="text-align: center; font-size: small;">(Full Name) (Title)</p> <p>of the above named contractor, declare that the above statements are correct in accordance with the records of the contractor.</p> <p style="text-align: center; margin-top: 20px;">_____</p> <p style="text-align: center;">(Signature)</p>		a. Direct Labor.....	\$ _____	b. Direct Material.....	\$ _____	c. Other Direct Costs.....	\$ _____	d. Overhead.....	\$ _____	e. G&A.....	\$ _____	f. Subcontract Cost.....	\$ _____	g. Total Costs (5a through 5f).....	\$ _____	h. Fixed Fee.....	\$ _____	i. Total Amount Claimed.....	\$ _____	a. Total Amount Claimed.....	\$ _____	b. Total Amount Paid by the Government under Voucher Nos. _____ thru _____ .....	\$ _____	c. Total Amount (if any) Withheld, Disallowed, etc. (as explained on the attached sheet).....	\$ _____	d. Total Amount Due.....	\$ _____
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