

U.S.C. 610. Such comments must be submitted separately and should cite 5 U.S.C. 601, et seq. (FAC 97-09, FAR case 97-609), in correspondence.

C. Paperwork Reduction Act

The Paperwork Reduction Act does not apply because the changes to the FAR do not impose recordkeeping or information collection requirements, or collections of information from offerors, contractors, or members of the public which require the approval of the Office of Management and Budget under 44 U.S.C. 3501, et seq.

List of Subjects in 48 CFR Part 32:

Government procurement.

Dated: October 22, 1998.

Edward C. Loeb,

Director, Federal Acquisition Policy Division.

Therefore, 48 CFR Part 32 is amended as set forth below:

1. The authority citation for 48 CFR Part 32 continues to read as follows:

PART 32—CONTRACT FINANCING

Authority: 40 U.S.C. 486(c); 10 U.S.C. chapter 137; and 42 U.S.C. 2473(c).

2. Section 32.905 is amended in paragraph (a) by revising the introductory text to read as follows:

32.905 Invoice payments.

(a) General. Except as prescribed in paragraphs (b), (c), and (d) of this section, or as authorized in 32.908(a)(3) or (c)(3), the due date for making an invoice payment by the designated payment office shall be as follows:

* * * * *

3. Section 32.908 is amended by adding paragraphs (a)(3) and (c)(3) to read as follows:

32.908 Contract clauses.

(a) * * *

(3) As provided in 32.904, agency policies and procedures may authorize amendment of paragraphs (a)(1)(i) and (iii) of the clause to insert a period shorter than 30 days (but not less than 7 days) for making contract invoice payments.

* * * * *

(c) * * *

(3) As provided in 32.904, agency policies and procedures may authorize amendment of paragraph (a)(1)(i) of the clause to insert a period shorter than 30 days (but not less than 7 days) for making contract invoice payments.

[FR Doc. 98-28963 Filed 10-29-98; 8:45 am]

DEPARTMENT OF DEFENSE

GENERAL SERVICES ADMINISTRATION

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

48 CFR Parts 1, 6, 14, 15, 19, 32, 33, 36, 41, 52, and 53

[FAC 97-09; Item X]

Federal Acquisition Regulation; Technical Amendments

AGENCIES: Department of Defense (DoD), General Services Administration (GSA), and National Aeronautics and Space Administration (NASA).

ACTION: Technical amendments.

SUMMARY: This document makes amendments to the Federal Acquisition Regulation in order to update references and make editorial changes.

EFFECTIVE DATE: October 30, 1998.

FOR FURTHER INFORMATION CONTACT: The FAR Secretariat, Room 4035, GSA Building, Washington, DC 20405, (202) 501-4755.

List of Subjects in 48 CFR Parts 1, 6, 14, 15, 19, 32, 33, 36, 41, 52, and 53

Government procurement.

Dated: October 22, 1998.

Edward C. Loeb,

Director, Federal Acquisition Policy Division.

Therefore, 48 CFR Parts 1, 6, 14, 15, 19, 32, 33, 36, 41, 52, and 53 are amended as set forth below:

1. The authority citation for 48 CFR Parts 1, 6, 14, 15, 19, 32, 33, 36, 41, 52, and 53 continues to read as follows:

Authority: 40 U.S.C. 486(c); 10 U.S.C. chapter 137; and 42 U.S.C. 2473(c).

PART 1—FEDERAL ACQUISITION REGULATIONS SYSTEM

2. The table in section 1.106 is amended by revising entries "41.004.2(c)" to read "41.202(c)"; "52.241-2" to read "52.241-3"; "52.241-6" to read "52.241-7"; and "52.241-11" to read "52.241-1"; removing the FAR segment and the corresponding OMB Control Number entries for 52.211-5, 52.253-1, and 53.105; and adding entries, in numerical order, to read as follows:

1.106 OMB approval under the Paperwork Reduction Act.

* * * * *

Table with FAR segment and OMB Control No. columns. Rows include FAR segments 52.227-14 through 52.227-23, all with OMB Control No. 9000-0090.

* * * * *

PART 6—COMPETITION REQUIREMENTS

6.302-3 [Amended]

3. Section 6.302-3 is amended at the end of paragraph (a)(2) introductory text by removing the colon and inserting a dash; and at the beginning of paragraphs (a)(2)(i) and (a)(2)(ii), by removing "to" and inserting "To".

PART 14—SEALED BIDDING

14.407-4 [Amended]

5. Section 14.407-4 is amended in paragraph (a) by revising the word "amendment" to read "modification".

PART 15—CONTRACTING BY NEGOTIATION

15.404-1 [Amended]

6. Section 15.404-1 is amended in the first sentence of paragraph (a)(7) by removing the word "Resource" and adding "Reference".

PART 19—SMALL BUSINESS PROGRAMS

7. Section 19.102(f)(4) is amended by revising the third sentence to read as follows:

19.102 Size standards.

* * * * *

(f)(4) * * * A listing is also available on SBA's Internet Homepage at http://www.sba.gov/gc. * * *

* * * * *

19.1004 [Amended]

8. Section 19.1004 is amended by revising the term "Defense Mapping Agency" to read "National Imagery and Mapping Agency".

PART 32—CONTRACT FINANCING

9. Section 32.705-1 is amended by revising paragraph (b) to read as follows:

32.705-1 Clauses for contracting in advance of funds.

* * * * *

(b) The contracting officer shall insert the clause at 52.232-19, Availability of Funds for the Next Fiscal Year, in solicitations and contracts if a one-year indefinite-quantity or requirements contract for services is contemplated and the contract—

(1) Is funded by annual appropriations; and

(2) Is to extend beyond the initial fiscal year (see 32.703-2(b)).

PART 33—PROTESTS, DISPUTES, AND APPEALS

33.104 [Amended]

10. Section 33.104 is amended in the last sentence of paragraph (e) by revising “7 days” to read “5 days”.

PART 36—CONSTRUCTION AND ARCHITECT-ENGINEER CONTRACTS

36.601-4 [Amended]

8. Section 36.601-4 is amended in the fourth sentence of paragraph (a)(4) by revising the term “Defense Mapping Agency” to read “National Imagery and Mapping Agency”.

PART 41—ACQUISITION OF UTILITY SERVICES

41.103 [Amended]

11. Section 41.103 is amended in paragraph (a)(2) by revising “40 U.S.C.

474(3)” to read “40 U.S.C. 474(d)(3)”; and in the first sentence of paragraph (a)(3) by revising “(42 U.S.C. 2751, *et seq.*)” to read “(42 U.S.C. 7251, *et seq.*)”.

PART 52—SOLICITATION PROVISIONS AND CONTRACT CLAUSES

12. Section 52.212-5 is amended by revising the clause heading and paragraph (b)(3) to read as follows:

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items.

* * * * *

Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items (Oct. 1998)

* * * * *

(b) * * *

____(3) 52.219-8, Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (15 U.S.C. 637(d)(2) and (3)).

* * * * *

52.244-6 [Amended]

13. Section 52.244-6 is amended by revising the date of the clause to read “(Oct 1998)”; and in paragraph (c)(3) of the clause by removing the words “Handicapped Workers” and adding “Workers with Disabilities”.

PART 53—FORMS

14. Section 53.228 is amended by revising paragraphs (h) and (i) to read as follows:

53.228 Bonds and insurance.

* * * * *

(h) *SF 273 (Rev. 10/98) Reinsurance Agreement for a Miller Act Performance Bond.* (See 28.106-1(h) and 28.202-1(a)(4).) SF 273 is authorized for local reproduction and a copy is furnished for this purpose in Part 53 of the looseleaf edition of the FAR.

(i) *SF 274 (Rev. 10/98) Reinsurance Agreement for a Miller Act Payment Bond.* (See 28.106-1(i) and 28.202-1(a)(4).) SF 274 is authorized for local reproduction and a copy is furnished for this purpose in Part 53 of the looseleaf edition of the FAR.

* * * * *

15. Section 53.301-273 is revised to read as follows:

53.301-273 Reinsurance Agreement for a Miller Act Performance Bond.

BILLING CODE 6820-EP-U

REINSURANCE AGREEMENT FOR A MILLER ACT PERFORMANCE BOND
(See instructions on reverse)

OMB No.: 9000-0045

Public reporting burden for this collection of information is estimated to average 25 minutes 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 (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

1. DIRECT WRITING COMPANY*		1A. DATE DIRECT WRITING COMPANY EXECUTES THIS AGREEMENT	
		1B. STATE OF INCORPORATION	
2. REINSURING COMPANY		2A. AMOUNT OF THIS REINSURANCE (\$)	
		2B. DATE REINSURING COMPANY EXECUTES THIS AGREEMENT	
		2C. STATE OF INCORPORATION	
3. DESCRIPTION OF CONTRACT		4. DESCRIPTION OF BOND	
3A. AMOUNT OF CONTRACT		4A. PENAL SUM OF BOND	
3B. CONTRACT DATE	3C. CONTRACT NO.	4B. DATE OF BOND	4C. BOND NO.
3D. DESCRIPTION OF CONTRACT		4D. PRINCIPAL*	
3E. CONTRACTING AGENCY		4E. STATE OF INCORPORATION (If Corporate Principal)	

AGREEMENT:

(a) The Direct Writing Company named above is bound as surety to the United States of America on the performance bond described above, wherein the above described is the principal, for the protection of the United States on the contract described above. The contract is for the construction, alteration, or repair of a public building or public work of the United States and the performance bond was furnished to the United States under the Act of August 24, 1935, as amended (40 U.S.C. 270a-280e), known as the Miller Act. The Direct Writing Company has applied to the Reinsuring Company named above to be reinsured and countersecured in the amount shown opposite the name of the Reinsuring Company (referred to as the "Amount of this Reinsurance"), or for whatever amount less than the "Amount of this Reinsurance" the Direct Writing Company is liable to pay under or by virtue of the performance bond.

(b) For a sum mutually agreed upon, paid by the Direct Writing Company to the Reinsuring Company which acknowledges its receipt, the parties to this Agreement covenant and agree to the terms and conditions of this agreement.

TERMS AND CONDITIONS:

(a) The purpose and intent of this agreement is to guarantee and indemnify the United States against loss under the performance and to the extent of the "Amount of this Reinsurance," or any sum less than the "Amount of this Reinsurance" that is owing and unpaid by the Direct Writing Company to the United States under the performance bond.

(b) If the Direct Writing Company fails to pay any default under the performance bond equal to or in excess of the "Amount of this Reinsurance," the Reinsuring Company covenants and agrees to pay to the United States, the obligee on the performance bond, the "Amount of this Reinsurance." If the Direct Writing Company fails to pay to the United States any default for a sum less than the "Amount of this Reinsurance" the Reinsuring Company covenants and agrees to pay to the United States the full amount of the default, or so much thereof that is not paid to the United States by the Direct Writing Company.

(c) If there is a default on the performance bond for the "Amount of this Reinsurance," or more, the Reinsuring Company and the Direct Writing Company hereby covenant and agree that the United States may bring suit against the Reinsuring Company for the "Amount of this Reinsurance" or, in the case the amount of the default is for less than the "Amount of this Reinsurance," for the full amount of the default.

WITNESS:

The Direct Writing Company and the Reinsuring Company, respectively, have caused this Agreement to be signed and impressed with their respective corporate seals by officers possessing power to sign this instrument, and to be duly attested by officers empowered thereto, on the day and date above written opposite their respective names.

*Items 1, 2, 4D - Furnish legal name, business address and ZIP Code.

(Over)

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is usable

STANDARD FORM 273 (REV. 10-98)
Prescribed by GSA - FAR (48 CFR) 53.228(h)

5. DIRECT WRITING COMPANY		
5A(1) SIGNATURE	(2) ATTEST: SIGNATURE	<i>Corporate Seal</i>
5B(1) NAME AND TITLE (<i>Typed</i>)	(2) NAME AND TITLE (<i>Typed</i>)	
6. REINSURING COMPANY		
6A(1) SIGNATURE	(2) ATTEST: SIGNATURE	<i>Corporate Seal</i>
6B(1) NAME AND TITLE (<i>Typed</i>)	(2) NAME AND TITLE (<i>Typed</i>)	

INSTRUCTIONS

This form is to be used in cases where it is desired to cover the excess of a Direct Writing Company's underwriting limitation by reinsurance instead of co-insurance on Miller Act performance bonds running to the United States. See FAR (48 CFR) 28.202-1 and 53.228(h).

Execute and file this form as follows:

Original and copies (as specified by the bond-approving officer), signed and sealed, shall accompany the bond or be filed within the time period shown in the bid or proposal.

One carbon copy, signed and sealed, shall accompany the Direct Writing Company's quarterly Schedule of Excess Risks filed with the Department of the Treasury.

Other copies may be prepared for the use of the Direct Writing Company and Reinsuring Company. Each Reinsuring Company should use a separate form.

REINSURANCE AGREEMENT FOR A MILLER ACT PAYMENT BOND
(See instruction on reverse)

OMB No.: 9000-0045

Public reporting burden for this collection of information is estimated to average 25 minutes 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 (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

1. DIRECT WRITING COMPANY*		1A. DATE DIRECT WRITING COMPANY EXECUTES THIS AGREEMENT	
		1B. STATE OF INCORPORATION	
2. REINSURING COMPANY*		2A. AMOUNT OF THIS REINSURANCE \$	
		2B. DATE REINSURING COMPANY EXECUTES THIS AGREEMENT	
		2C. STATE OF INCORPORATION	
3. DESCRIPTION OF CONTRACT		4. DESCRIPTION OF BOND	
3A. AMOUNT OF CONTRACT		4A. PENAL SUM OF BOND	
3B. CONTRACT DATE	3C. CONTRACT NO.	4B. DATE OF BOND	4C. BOND NO.
3D. DESCRIPTION OF CONTRACT		4D. PRINCIPAL*	
3E. CONTRACTING AGENCY		4E. STATE OF INCORPORATION (If Corporate Principal)	

AGREEMENT:

(a) The Direct Writing Company named above is bound as a surety on the payment bond described above, wherein the above described is the principal, for the protection of all persons supplying labor and material on the contract described above, which is for the construction, alteration, or repair of a public building or public work of the United States. The payment bond is for the use of persons supplying labor or material, and is furnished to the United States under the Act of August 24, 1935, as amended (40 U.S.C. 270a-270e), known as the Miller Act. The Direct Writing Company has applied to the Reinsuring Company named above to be reinsured and counter-secured in the amount above opposite the name of the Reinsuring Company (referred to as "Amount of this Reinsurance"), or for whatever amount less than the "Amount of this Reinsurance" the Direct Writing Company is liable to pay under or by virtue of the payment bond.

(b) For a sum mutually agreed upon, paid by the Direct Writing Company to the Reinsuring Company which acknowledges its receipt, the parties to this Agreement covenant and agree to the terms and conditions of this agreement.

TERMS AND CONDITIONS:

The purpose and intent of this agreement is (a) to guarantee and indemnify the persons who have furnished or supplied labor or material in the prosecution of the work provided for in the contract referred to above (hereinafter referred to as "laborers and materialmen," the term "materialmen" including persons having a direct contractual relation with a subcontractor but no contractual relationship expressed or implied with the contractor who has furnished the said payment bond) against loss under the payment bond to the extent of the "Amount of this Reinsurance," or for any sum less than the "Amount of this Reinsurance," that is owing and unpaid by the Direct Writing Company to the "laborers and materialmen" on the payment bond; and (b) to make the "laborers and materialmen" obligees under this Reinsurance Agreement to the same extent as if their respective names were written herein.

THEREFORE:

- The Reinsuring Company covenants and agrees -

(a) To pay the "Amount of this Reinsurance" to the "laborers and materialmen" in the event of the Direct Writing Company's failure to pay to the "laborers and materialmen" any default under the payment bond equal to or in excess of the "Amount of this Reinsurance"; and

(b) To pay (1) the full amount to the "laborers and materialmen," or (2) the amount not paid to them by the Direct Writing Company; in case the Direct Writing Company fails to pay the "laborers and materialmen" any default under the payment bond less than the "Amount of this Reinsurance."

*Items 1, 2, 4D - Furnish legal name, business address and ZIP Code.

(Over)

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is usable

STANDARD FORM 274 (REV. 10-98)
Prescribed by GSA - FAR (48 CFR) 53.228(i)

2. The Reinsuring Company and the Direct Writing Company covenant and agree that, in the case of default on the payment bond for the "Amount of this Reinsurance," or more, the persons given a "right of action" or a "right to sue" on the payment bond by section 2(a) of the Miller Act (40 U.S.C. 270b(a)) may bring suit against the Reinsuring Company in the United States District Court for the district in which the contract described above is to be performed and executed for the "Amount of this Reinsurance" or, if the amount of the default is for less than the "Amount of this Reinsurance," for whatever the full amount of the default may be. The Reinsuring Company further covenants and agrees to comply with all requirements necessary to give such court jurisdiction, and to consent to determination of matters arising under this Reinsurance Agreement in accordance with the law and practice of the court. It is expressly understood by the parties that the rights, powers, and privileges given in this paragraph to persons are in addition to or supplemental to or in accordance with other rights, powers, and privileges which they might have under the statutes of the United States, any States, or the other laws of either, and should not be construed as limitations.

3. The Reinsuring Company and the Direct Writing Company further covenant and agree that the Reinsuring Company designates the process agent, appointed by the Direct Writing Company in the district in which the contract is to be performed and executed, as an agent to accept service of process in any suit instituted on this Reinsurance Agreement, and that the process agent shall send, by registered mail, to the Reinsuring Company at its principal place of business shown above, a copy of the process.

4. The Reinsuring Company and the Direct Writing Company further covenant and agree that this Reinsurance Agreement is an integral part of the payment bond.

WITNESS:

The Direct Writing Company and the Reinsuring Company, respectively, have caused this Agreement to be signed and impressed with their respective corporate seals by officers possessing the power to sign this instrument, and to be duly attested to by officers empowered thereto, on the day and date in Item 1A written opposite their respective names.

5. DIRECT WRITING COMPANY		
5A.(1) SIGNATURE	(2) ATTEST SIGNATURE	<i>Corporate Seal</i>
5B.(1) NAME AND TITLE (<i>Typed</i>)	(2) NAME AND TITLE (<i>Typed</i>)	
6. REINSURING COMPANY		
6A.(1) SIGNATURE	(2) ATTEST SIGNATURE	<i>Corporate Seal</i>
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INSTRUCTIONS

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Other copies may be prepared for the use of the Direct Writing Company and Reinsuring Company. Each Reinsuring Company should use a separate form.