

Methyl Chloroform, Ozone, Reporting and recordkeeping requirements.

Dated: December 16, 2004.

**Michael O. Leavitt,**  
Administrator.

40 CFR Part 82 is proposed to be amended as follows:

## PART 82—PROTECTION OF STRATOSPHERIC OZONE

1. The authority citation for part 82 continues to read as follows:

**Authority:** 42 U.S.C. 7414, 7601, 7671–7671q.

## Subpart A—Production and Consumption Controls

2. Section 82.4 is amended by revising the table in paragraph (n)(2) to read as follows:

### § 82.4 Prohibitions for class I controlled substances.

*	*	*	*	*
(n)	*	*	*	
(2)	*	*	*	

TABLE I.—ESSENTIAL USE ALLOCATION FOR CALENDAR YEAR 2005

Company	Chemical	Quantity (metric tons)
(i) Metered Dose Inhalers (for oral inhalation) for Treatment of Asthma and Chronic Obstructive Pulmonary Disease		
Armstrong Pharmaceuticals .....	CFC-11, or CFC-12, or CFC-114 .....	29
Aventis Pharmaceutical Products .....	CFC-11, or CFC-12, or CFC-114 .....	57
Boehringer Ingelheim Pharmaceuticals .....	CFC-11, or CFC-12, or CFC-114 .....	480
Schering-Plough Corporation .....	CFC-11, or CFC-12, or CFC-114 .....	816
3M Pharmaceuticals .....	CFC-11, or CFC-12, or CFC-114 .....	69.18
Wyeth .....	CFC-11, or CFC-12, or CFC-114 .....	73.40

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## DEPARTMENT OF STATE

### 48 CFR Parts 619, 625, 628, and 652

[Public Notice 4938]

RIN 1400-AB90

## Department of State Acquisition Regulation

**AGENCY:** State Department.

**ACTION:** Proposed rule.

**SUMMARY:** This proposed rule makes three changes to the DOSAR. It revises the DOSAR to: Formalize Department policy regarding the application of the Small Business Act to contracts awarded by domestic contracting activities where contract performance takes place overseas; add language to deal with U.S. Government support to contractors performing overseas; and, revise the coverage regarding Defense Base Act insurance.

**DATES:** The Department will accept comments from the public up to 60 days from December 22, 2004.

**ADDRESSES:** You may submit comments, identified by any of the following methods:

- *E-mail:* ginesgg@state.gov. You must include the RIN in the subject line of your message.
- *Mail (paper, disk, or CD-ROM submissions):* Gladys Gines, Procurement Analyst, Department of

State, Office of the Procurement Executive, 2201 C Street, NW., Suite 603, State Annex Number 6, Washington, DC 20522-0602.

- *Fax:* 703-875-6155.

Persons with access to the Internet may also view this notice and provide comments by going to the *regulations.gov* Web site at: <http://www.regulations.gov/index.cfm>.

### FOR FURTHER INFORMATION CONTACT:

Gladys Gines, Procurement Analyst, Department of State, Office of the Procurement Executive, 2201 C Street, NW., Suite 603, State Annex Number 6, Washington, DC 20522-0602; e-mail address: ginesgg@state.gov.

**SUPPLEMENTARY INFORMATION:** As indicated in the Summary, the proposed rule makes three changes to the DOSAR, as follows:

- DOSAR 619.000 is added to formalize the Department's policy regarding the application of the Small Business Act to contracts awarded by domestic contracting activities (*i.e.*, those located in the United States) where contract performance takes place overseas. Currently, FAR 19.000(b) states that part 19, with the exception of subpart 19.6, applies "only in the United States or its outlying areas." This language is ambiguous and subject to interpretation. While the application is clear with respect to contracts both awarded and performed in the United States (it applies) and to contracts both awarded and performed outside the United States (it does not apply), the gray area is its applicability to contracts awarded by contracting offices located in the United States but where contract

performance takes place overseas. The Department has subsequently followed an informal policy of applying part 19 to such contracts. This DOSAR change, therefore, states this policy in explicit terms.

- A new DOSAR subpart 625.71 is added to address the issue of the Department's administrative, logistical, and security support of contractor personnel performing overseas in locations where a contingency operation is ongoing or in high-risk locations. Essentially, the policy requires that contractors furnish their own in-country non-U.S. Government administrative, logistical, and security support. If the Department authorizes the use of U.S. Government-provided support, that support shall be set forth in the Statement of Work. An associated contract clause is added at 652.225-72. The clause is mandatory in Department contracts when the contract is in support of the operations/missions at one or more U.S. diplomatic or consular missions, and the location of the U.S. diplomatic or consular mission at which the work is to be performed is designated as a contingency operation, as defined in FAR 2.101. The clause is optional for use in contracts in support of the operations/missions at one or more U.S. diplomatic or consular missions in situations where a military contingency operation does not exist, but a high risk to personnel or property is known or anticipated.

- Subpart 628.3 is revised to clarify the application of Defense Base Act (DBA) insurance to local and third country nationals. The Department of

Labor (DOL) has granted the Department of State (DOS) waivers to cover local and third country nationals. These waivers state that DOS contractors need not provide DBA insurance for those DOS contractor employees who are local or third country nationals. However, the DOL waivers state that in lieu of DBA insurance, the DOS contractors must provide workers' compensation benefits to local and third country nationals in accordance with local law. The Department of State did not interpret the waivers as a DOL requirement for DOS contractors to provide DBA insurance to local or third country national contractor employees in countries where no workers' compensation law existed. Nevertheless, DOL recently stated that the absence of local workers' compensation laws in certain countries renders the DOL waivers "ineffective", and that where there is no local workers' compensation law, DOS contractors must provide local and third country national employees with the DBA insurance. As a result, the Department is revising Subpart 628.3 to clarify this issue. In addition, the revision includes language regarding a statutory exemption from the DBA for contractor employees who perform work on an intermittent basis for not more than 90 days in a calendar year. This exemption is stated in Section 16 of the State Department Basic Authorities Act (22 U.S.C. 2680a), as amended. The DOSAR clause at 652.228-71 is revised accordingly. In addition, a new solicitation provision is added at 652.228-70. The purpose of the provision is to request information from prospective contractors on whether or not any covered contractor employees will be employed on the resultant contract. Finally, in looking at appropriate revisions to the DOSAR provisions at 652.228-74 and 652.228-76, it was determined that one provision to cover all types of contracts could be used. DOSAR 652.228-76 is therefore removed and 652.228-74 is revised to cover all contract types as opposed to just fixed-price.

### Regulatory Findings

#### *Administrative Procedure Act*

In accordance with provisions of the Administrative Procedure Act governing rules promulgated by federal agencies that affect the public (5 U.S.C. 552), the Department is publishing this proposed rule and inviting public comment.

#### *Regulatory Flexibility Act*

The Department of State, in accordance with the Regulatory Flexibility Act (5 U.S.C. 605(b)), has

reviewed this regulation and, by approving it, certifies that this rule will not have a significant economic impact on a substantial number of small entities.

#### *Unfunded Mandates Act of 1995*

This rule will not result in the expenditure by State, local, and tribal governments, in the aggregate, or by the private sector, of \$100 million or more in any year and it will not significantly or uniquely affect small governments. Therefore, no actions were deemed necessary under the provisions of the Unfunded Mandates Reform Act of 1995.

#### *Small Business Regulatory Enforcement Fairness Act of 1996*

This rule is not a major rule as defined by section 804 of the Small Business Regulatory Enforcement Act of 1996. This rule will not result in an annual effect on the economy of \$100 million or more; a major increase in costs or prices; or significant adverse effects on competition, employment, investment, productivity, innovation, or on the ability of United States-based companies to compete with foreign based companies in domestic and import markets.

#### *Executive Order 13132*

This regulation will not have substantial direct effects on the States, on the relationship between the national government and the States, or on the distribution of power and responsibilities among the various levels of government. Therefore, in accordance with section 6 of Executive Order 13132, it is determined that this rule does not have sufficient federalism implications to require consultations or warrant the preparation of a federalism summary impact statement.

#### *Paperwork Reduction Act*

Information collection requirements have been approved under the Paperwork Reduction Act of 1980 by OMB, and have been assigned OMB control number 1405-0050.

#### **List of Subjects in 48 CFR Parts 619, 625, 628, 652**

Government procurement.

Accordingly, for the reasons set forth in the preamble, title 48, chapter 6 of the Code of Federal Regulations is proposed to be amended as follows:

1. The authority citation for 48 CFR parts 619, 625, 628, and 652 continues to read as follows:

**Authority:** 40 U.S.C. 486(c); 22 U.S.C. 2658.

### **Subchapter D—Socioeconomic Programs**

#### **PART 619—SMALL BUSINESS PROGRAMS**

2. A new section 619.000 is added to read as follows:

##### **619.000 Scope of part.**

(b) Notwithstanding FAR 19.000(b), it is the Department's policy to provide maximum opportunities for U.S. small businesses in all legislatively specified categories to participate in the acquisition process. Therefore, DOS contracts that are awarded domestically for performance overseas shall be subject to the Small Business Act as a matter of policy. Contracts awarded overseas should comply on a voluntary basis, where practicable.

#### **PART 625—FOREIGN ACQUISITION**

3. A new Subpart 625.71, consisting of sections 625.7101, 625.7101-1, and 625.7101-2, is added to read as follows:

##### **Subpart 625.71—Contractor Personnel Performing Under Department of State Contracts Outside the United States**

Sec.

625.7101 Government administrative, logistical, and security support of contractor personnel.

625.7101-1 Policy.

625.7101-2 Contract clause.

##### **Subpart 625.71—Contractor Personnel Performing Under Department of State Contracts Outside the United States**

**625.7101 Government administrative, logistical, and security support of contractor personnel.**

##### **625.7101-1 Policy.**

(a) This subpart does not apply to personal services contracts with individuals.

(b) Contractors shall provide their own in-country administrative, logistical, and security support for their personnel who are performing work at a diplomatic or consular mission outside the United States, unless otherwise specified in the contract (*see* paragraph (c) of this section). For the purposes of this subpart, "at a diplomatic or consular mission" is defined as any location under the span of influence of a specific diplomatic or consular mission.

(c) If the Government authorizes the use of Government-provided support, the Government shall set forth the exact support to be authorized in the Statement of Work.

(d) Contracting officers shall document the contract file with the basis for the decision to provide support.

**625.7101-2 Contract clause.**

(a) The contracting officer shall insert the clause at 652.625-72, Contractor Personnel Performing Under Department of State Contracts Outside the United States, in solicitations and contracts for services or construction, when the following conditions are met:

(1) The contract is in support of the operations/missions at one or more United States diplomatic or consular missions; and

(2) The location of the United States diplomatic or consular mission at which the work is to be performed is designated as a contingency operation, as defined in FAR 2.101.

(b) The contracting officer may insert the clause at 652.625-72 in contracts in support of the operations/missions at one or more United States diplomatic or consular missions in situations where a military contingency operation does not exist but a high risk to personnel or property is known or anticipated.

**Subchapter E—General Contracting Requirements****PART 628—BONDS AND INSURANCE**

4. Subpart 628.3 is revised to read as follows:

**Subpart 628.3—Insurance****628.305 Overseas workers' compensation and war-hazard insurance.**

(b)(1) It is the Department's policy that acquisitions for services, including construction but excluding personal services contracts, that require contractor personnel to perform work outside of the United States, shall include the contractual obligation for coverage under the Defense Base Act (42 U.S.C. 1651-1654, as amended), for covered contractor employees. For the purposes of this section, "covered contractor employees" includes the following individuals:

(i) United States citizens or residents;

(ii) Individuals hired in the United States or its possessions, regardless of citizenship; and

(iii) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers' compensation laws.

(2) Exceptions are discussed in paragraphs (e)(1) and (f) of this section.

(c) The Department of State has entered into a contract with an insurance broker and carrier to provide Defense Base Act insurance, at a fixed rate for services and construction, to cover DOS contracts that require performance overseas by covered contractor employees. Upon award of a contract that requires Defense Base Act

insurance, the contracting officer shall notify the contractor of the name of the insurance broker from which the contractor must acquire the Defense Base Act insurance.

(d) The authority to request a waiver from the Secretary of Labor of a particular country, as set forth in FAR 28.305(d), is reserved to the Secretary of State.

(e)(1) The Secretary of Labor has waived the applicability of the Defense Base Act for all DOS service contracts, including construction, for contractor employees who are local nationals or third country nationals. This waiver is conditioned on the requirement for the contractor to provide workers' compensation benefits against the risk of work injury or death and assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention as prescribed by the applicable local laws.

(2) If contract performance takes place in a country where there are no local workers' compensation laws, any local and third country national contractor employees are considered to be "covered contractor employees", and the contractor shall acquire Defense Base Act insurance for those employees pursuant to the contract between the Department of State and the Defense Base Act insurance broker.

(f) Section 16 of the State Department Basic Authorities Act (22 U.S.C. 2680a), as amended, provides that the Defense Base Act shall not apply with respect to such contracts as the Secretary of State determines are contracts with persons employed to perform work for the Department of State on an intermittent basis for not more than 90 days in a calendar year. The Department of State has established that "persons" includes individuals hired by companies under contract with the Department. The Procurement Executive has the authority to issue the waivers for these individuals. However, as required by FAR 28.305(e), the contractor shall provide workers' compensation coverage against the risk of work injury or death and assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention.

**628.309 Contract clauses for workers' compensation insurance.****628.309-70 DOSAR provisions and clause.**

(a) The contracting officer shall insert the provision at 652.228-70, Defense Base Act—Covered Contractor Employees, in all solicitations for services and construction to be performed outside of the United States.

(b) The contracting officer shall insert the clause at 652.228-71, Workers' Compensation Insurance (Defense Base Act)—Services, in solicitations and contracts for services to be performed outside of the United States when there is a reasonable expectation that offers will include covered contractor employees, as defined in 628.305(b)(1). If the contracting officer is unsure as to whether offers will include covered contractor employees, the contracting officer shall insert the clause with its Alternate I.

(c) The contracting officer shall insert the provision at 652.228-74, Defense Base Act Insurance Rates—Limitation, in solicitations for services or construction to be performed outside of the United States when there is a reasonable expectation that offers will include covered contractor employees, as defined in 628.305(b)(1). If the contracting officer is unsure as to whether offers will include covered contractor employees, the contracting officer shall insert the provision.

**Subchapter H—Clauses and Provisions****PART 652—SOLICITATION PROVISIONS AND CONTRACT CLAUSES**

5. Section 652.225-72 is added to read as follows:

**652.225-72 Contractor Personnel Performing Under Department of State Contracts Outside the United States.**

As prescribed in 625.7101-2, insert the following clause:

Contractor Personnel Performing Under Department of State Contracts Outside the United States (MO/YR)

(a) *Definition.* For the purposes of this clause, "at a diplomatic or consular mission" is defined as any location under the span of influence of a specific diplomatic or consular mission.

(b) *General.* Performance of this contract may require that contractor personnel work at locations outside the United States in support of one or more United States diplomatic or consular missions. Contract performance in support of such missions may be inherently dangerous.

(c) *Support.* (1) Unless specified elsewhere in the contract or as provided in paragraph (c)(2) of this clause, the Contractor is responsible for all administrative, logistical, and security support required for contractor personnel engaged in this contract.

(2) The Government may authorize or may require the use of certain Government-provided administrative, logistical, security, or in-country support.

(d) *Personnel data.* If requested by the contracting officer, the Contractor shall maintain and provide to the designated Government official(s) a current list of all

employees in the area of performance. The contracting officer shall indicate if this list must also contain each employee's next-of-kin notification information. The contracting officer shall designate the Government official to receive this data and the method for submission.

(e) *Pre-performance requirements.* The Contractor shall ensure that the following requirements are met before sending an employee to the work site. Specific requirements for each category will be set forth in the Statement of Work. The Contractor shall ensure that—

(1) All applicable specified security and background checks are completed;

(2) All personnel are medically and physically fit to endure the rigors of performance and have received all required vaccinations;

(3) All personnel possess the required licenses to operate all vehicles or equipment necessary to perform the contract, if required by the position;

(4) All personnel have all necessary passports, visas, entry permits, and other documents required for contractor personnel to enter and exit the foreign country, including those required for in-transit countries;

(5) All personnel have received a country clearance, if required by the Chief of Mission;

(6) All personnel have received personal security training. The training must at a minimum cover safety and security issues facing employees overseas; identify safety and security contingency planning activities; and identify ways to utilize safety and security personnel and other resources appropriately; and,

(7) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations. Personnel shall register on-line at <http://www.travel.state.gov>.

(f) *Processing and departure points.* The Contractor and its employees shall use a point of departure and transportation mode when directed by the contracting officer.

(g) *Military clothing and protective equipment.* Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the

contracting officer. However, contractor personnel may wear specific items required for safety and security such as ballistic, nuclear, biological, or chemical protective clothing.

(h) *Weapons.* (1) Contractor personnel may not possess privately owned firearms unless specifically authorized by the contracting officer.

(2) If the contracting officer authorizes the carrying of firearms in accordance with the Statement of Work, the Regional Security Officer may issue weapons and ammunition to the Contractor for issuance to specified contractor employees. The Contractor shall ensure that its personnel who receive weapons are adequately trained, are not barred from possession of a firearm by 18 U.S.C. 922(d)(9) or (g)(9), and adhere to all guidance and orders issued by the Regional Security Officer regarding possession, use, safety, and accountability of weapons and ammunition. Upon a revocation by the contracting officer of a contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the contracting officer. Whether or not weapons are Government-issued, all liability for the use of any weapon by contractor personnel rests solely with the Contractor.

(i) *Next of kin notification.* The Contractor shall be responsible for in-person notification of the employee-designated next of kin and notification as soon as possible to the U.S. consul responsible for the area in which the event occurred in the following circumstances:

(1) Death of the employee;

(2) An injury to the employee requiring evacuation;

(3) The employee is missing, *i.e.*, the employee's location is unknown after a reasonable amount of time and search efforts are unsuccessful; or,

(4) The employee is captured.

(j) *Return of remains.* In the event of the death of a contractor employee, the Contractor is responsible for the return of the remains from the point of identification to the location specified by the employee or next of kin, as applicable. The Contractor

shall also be responsible for the return of all personal effects of deceased or missing contractor personnel, if appropriate, to next of kin.

(k) *Evacuation.* If the Chief of Mission orders a mandatory evacuation of some or all personnel, the level of assistance provided to employees of the Contractor shall be the same as the level of assistance provided to other private United States citizens. In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations under this contract until instructed to evacuate by the contracting officer, Contracting Officer's Representative, or Chief of Mission.

(l) *Changes in emergencies.* The contracting officer or the Contracting Officer's Representative may issue oral instructions to the Contractor in cases of emergencies, *e.g.*, enemy or terrorist activity or natural disaster that causes an immediate possibility of death or serious injury to contractor personnel. Such oral instructions shall be confirmed in writing in 48 hours, or as soon as practicable after the emergency incident has subsided.

(m) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (m), in all subcontracts that require subcontractor employees to provide services at a United States diplomatic or consular mission outside the United States.

(End of clause)

6. Section 652.228–70 is added to read as follows:

**652.228–70 Defense Base Act—Covered Contractor Employees.**

As prescribed in 628.309–70(a), insert the following provision:

Defense Base Act—Covered Contractor Employees (MO/YR)

(a) Bidders/Offersors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country <i>where there are no</i> local workers' compensation laws.	.....	Local nationals: _____. Third Country Nationals: _____. Local nationals: _____. Third Country Nationals: _____. Third Country Nationals: _____. Third Country Nationals: _____.
(4) Local nationals or third country nationals where contract performance takes place in a country where there <i>are</i> local workers' compensation laws.	.....	

(b) If the bidder/offersor has indicated "yes" in block (a)(4) of this provision, the bidder/offersor shall submit, as part of its offer, a statement that indicates that such local nationals and/or third country nationals will be provided workers' compensation coverage against the risk of work injury or death under a local workers' compensation law. For those employees, the bidder/offersor shall also assume liability toward the employees and their beneficiaries for war-hazard injury,

death, capture, or detention, in accordance with the clause at FAR 52.228–4.

(c) If the bidder/offersor has indicated "yes" in blocks (a)(1), (2), or (3) of this provision, the bidder/offersor shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228–74, Defense Base Act Insurance Rates "Limitation. If DOSAR provision

652.228–74 is not included in this solicitation, the bidder/offersor shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

(End of provision)

7. Section 652.228–71 is revised to read as follows:

**652.228–71 Workers' Compensation Insurance (Defense Base Act)—Services.**

As prescribed in 628.309–70(b), insert the following clause:

Workers' Compensation Insurance (Defense Base Act)—Services (MO/YR)

(a) This clause supplements FAR 52.228–3. For the purposes of this clause, “covered contractor employees” includes the following individuals:

(1) United States citizens or residents;  
(2) Individuals hired in the United States or its possessions, regardless of citizenship; and

(3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers' compensation laws.

(b) The Contractor shall procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between the Department of State and the Department's DBA insurance carrier for covered contractor employees, unless the Contractor has a DBA self-insurance program approved by the Department of Labor. The Contractor shall submit a copy of the Department of Labor's approval to the contracting officer upon contract award, if applicable.

(c) The current rate under the Department of State contract is [contracting officer insert rate] of compensation for services.

(d) The Contractor shall insert a clause substantially the same as this in all subcontracts. The Contractor shall require that subcontractors insert a similar clause in any of their subcontracts.

(e) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, the contracting officer shall modify this contract accordingly.

(f) The Contractor shall demonstrate to the satisfaction of the contracting officer that the equitable adjustment as a result of the insurance increase or decrease does not include any reserve for such insurance. Adjustment shall not include any overhead, profit, general and administrative expenses, etc.

(g) Section 16 of the State Department Basic Authorities Act (22 U.S.C. 2680a), as amended, provides that the Defense Base Act shall not apply with respect to such contracts as the Secretary of States determines are contracts with persons employed to perform work for the Department of State on an intermittent basis for not more than 90 days in a calendar year. “Persons” includes individuals hired by companies under contract with the Department. The Procurement Executive has the authority to issue the waivers for these Contractor employees. For those employees, the Contractor shall provide workers' compensation coverage against the risk of work injury or death and assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention.

(End of clause)

*Alternate I.* (MO/YR) If the contract is for construction, as prescribed in 628.309–70(a), substitute the following paragraph (c) for paragraph (c) of the basic clause:

(c) The current rate under the Department of State contract is [contracting officer insert rate] of compensation for construction.

8. Section 652.228–74 is revised to read as follows:

**652.228–74 Defense Base Act Insurance Rates—Limitation.**

As prescribed in 628.309–70(c), insert the following provision:

Defense Base Act Insurance Rates—Limitation (MO/YR)

(a) The Department of State has entered into a contract with an insurance carrier to provide Defense Base Act (DBA) insurance to Department of State covered contractor employees at a contracted rate. For the purposes of this provision, “covered contractor employees” includes the following individuals:

(1) United States citizens or residents;  
(2) Individuals hired in the United States or its possessions, regardless of citizenship; and

(3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers' compensation laws.

(b) In preparing the cost proposal, the bidder/offeree shall use the following rates in computing the cost for DBA insurance:

Services @ [contracting officer insert current rate] of compensation; or  
Construction @ [contracting officer insert current rate] of compensation.

(c) Bidders/offerees shall compute the total compensation (direct salary plus differential, but excluding per diem, housing allowance and other miscellaneous allowances) to be paid to covered contractor employees and the cost of the DBA insurance in their bid/offer using the foregoing rate. The DBA insurance cost shall be included in the total fixed price or estimated cost. The Department shall reimburse the DBA insurance costs directly to the Contractor.

(End of provision)

9. Section 652.228–76 is removed.

**Corey M. Rindner,**

*Procurement Executive, Bureau of Administration, Department of State.*

[FR Doc. 04–27990 Filed 12–21–04; 8:45 am]

**BILLING CODE 4710–24–P**

**DEPARTMENT OF TRANSPORTATION****Federal Motor Carrier Safety Administration****49 CFR Part 371**

[Docket No. FMCSA–2004–17008]

**RIN 2126–AA84**

**Brokers of Household Goods by Motor Vehicle**

**AGENCY:** Federal Motor Carrier Safety Administration (FMCSA), DOT.

**ACTION:** Advance notice of proposed rulemaking (ANPRM); request for comments on petition for rulemaking.

**SUMMARY:** FMCSA seeks comments on whether additional regulations for property brokers of household goods (HHG) in interstate or foreign commerce are necessary and, if so, what these regulations should include. We have granted a petition from the American Moving and Storage Association to initiate this ANPRM. HHG property brokers sell, offer for sale, negotiate for, or hold themselves out by solicitation, advertisement, or otherwise as selling, providing, or arranging for, transportation of HHG in interstate commerce by motor carriers for compensation. This action is necessary to help determine whether the general property broker regulations have failed to adequately protect consumers during HHG transportation.

**DATES:** You must submit comments concerning this ANPRM on or before February 22, 2005.

**ADDRESSES:** You may submit general comments identified by DOT Docket Management System Number FMCSA–2004–17008 by any of the following methods:

- Web site: <http://dms.dot.gov>.

Follow the instructions for submitting comments on the DOT electronic docket site.

- Fax: 1–202–493–2251.

- Mail: Docket Management Facility; U.S. Department of Transportation, 400 Seventh Street, SW., Nassif Building, Room PL–401, Washington, DC 20590–0001.

- Hand Delivery: Room PL–401 on the plaza level of the Nassif Building, 400 Seventh Street, SW., Washington, DC, between 9 a.m. and 5 p.m., Monday through Friday, except Federal holidays.

- Federal eRulemaking Portal: Go to <http://www.regulations.gov>. Follow the online instructions for submitting comments.

*Instructions:* All submissions must include the agency name and docket number or Regulatory Identification Number for this potential regulatory action. Note that all comments received will be posted without change to <http://dms.dot.gov>, including any personal information provided. Please see the Privacy Act heading for further information.

**FOR FURTHER INFORMATION CONTACT:** Mr. Jim Keenan, (202) 385–2400, Commercial Enforcement Division (MC–ECI), FMCSA, 400 Seventh Street, SW., Washington, DC 20590.

**SUPPLEMENTARY INFORMATION:** *Docket:* For access to the docket to read