

Mr. DOMINICK. Mr. President, I ask unanimous consent that I may proceed for an additional 5 minutes.

Mr. BYRD of West Virginia. Mr. President, reserving the right to object, we had hoped to have a little time remaining for the transaction of routine morning business. We have at least one Senator in the Chamber who wishes to take advantage of that time.

I wonder if the Senator might finish his speech in 3 minutes.

Mr. DOMINICK. I will do my best.

The PRESIDING OFFICER. Without objection, the Senator from Colorado is recognized for an additional 3 minutes.

Mr. DOMINICK. Mr. President, it is absolutely inconceivable that this last modification could possibly be justified on the basis of urgency of delivery. The delivery of these units is for a multiyear requirement with options that could allow delivery to span 4 years. Nor could it be justified on the basis of lack of production drawings. After all, the Army, for the American taxpayers, had already given RCA \$54,834 to purchase these drawings in the original production contract of June 26, 1966.

Mr. President, the inequities, inefficiencies, and apparent mismanagement in this case, seemed so glaring to me that I sought additional information as to the capability of the Decitron Co. I secured a listing of 36 contracts under which this company had performed for the Department of Defense. Since the majority of these contracts for radio equipment had been awarded by the Navy, I asked the Navy to review its files and advise me whether there had been any history of failure by this company to perform, or any instance in which this company might have been suspected of underbidding and of subsequently applying for extraordinary financial relief under Public Law 85-804. The Navy reported to me that this company had not failed in the performance of any of its contracts for the Navy, and that there was no evidence that the company had sought extraordinary financial relief under Public Law 85-804.

Mr. President, what has made this case even more highly suspect has been the apparent attempts to keep information concerning it from the public. For example: On April 29, 1967, Mr. Robert R. Siegrist, a fully accredited, Washington-based, reporter-commentator with the Mutual Broadcasting System, and a highly respected member of the broadcast community, presented his credentials to the Army and asked some pertinent questions about the transactions of contract DA-36-039-AMC-10410(E), together with all amendments, and a copy of the determination and findings used to justify this award, and also advice as to what disposition was made of the drawings furnished under that contract.

Three and a half weeks later, on May 24, he received a simple acknowledgment from the Department of the Army advising that replies were being prepared to each of his questions. Under date of July 10, 1967, more than 2 months after his initial request, he received a further response from the Army. It advised him that the information he had requested could only be provided if he prepaid a cost of \$120.75. That advice was given to a reporter.

Numerous telephone calls in the ensuing 10 days failed to produce results. Finally, after a telephone call to the Assistant Secretary of Defense for Public Affairs, the Honorable Phil G. Goulding, a letter dated July 21 was forthcoming from Gen. Lloyd D. Ramsey, Acting Chief of Public Information, advising that the material would be furnished without cost.

Thus, fully 3 months after this material should have been public information, it was finally made available to the newsmen. But, lo and behold, in response to the question concerning other bidders under this contract, the Army contended that RCA was the only bidder, completely concealing the bid of March 7, 1967, by Decitron.

Mr. President, the factors in this case seem to raise very serious questions as to the relationship existing between the Department of the Army procurement officials and the Radio Corp. of America. I think we should ask the question as to whether any specific benefits have been derived by any one in the Army or elsewhere as a consequence of this peculiar procedure. Why was the significantly lower bid by Decitron, the small electronics firm, rejected under the claim that drawings did not exist when in fact they not only did exist, but the original production contract of June 26, 1966, had specifically required RCA to deliver such drawings for competitive biddings on subsequent procurement? Bear in mind that this was the original contract under which RCA was paid \$54,834 on a noncompetitive basis to produce these manufacturing drawings and deliver them by March 31, 1967. Therefore, these drawings were the property of the taxpayers of the United States.