

May 25, 1977  
Tab 3

## EXECUTIVE DIRECTOR'S REPORT

A Statement of Income and Expense for the period from April 26 to May 24 is in Tab 3 of your portfolio. The expenses for the month have been approximately \$35,000 (Director's salary not shown on statement). We have a cash balance in the bank of \$84,414 and an unobligated balance of \$82,710. We have just received confirmation of finances for the rest of this fiscal year from the NOAA grant office. The total administrative allocation for FY77 is \$557,000 of which approximately \$110,000 has been spent through the federal system. In addition, we have been allocated \$376,000 for contractual obligations or if you will, programmatic expenses. This includes the original \$200,000 requested for contract money by the Council plus \$176,000 intended for the development of management plans.

Of this amount, \$58,700 has already been allocated for the tag recovery program conducted by the Alaska Department of Fish and Game in southeastern Alaska. A copy of the letter from the grant officer is also included in Tab 3 of your portfolio.

The \$376,000 for programmatic funding is identified in the Council memorandum from the Director of NMFS for May (Tab 11) which gives a breakdown of funding by Council for the year. Total funding for the North Pacific Council is \$933,000

which is substantially more than any of the other Councils have received, the next highest being the Gulf of Mexico with \$687,000.

In addition to those monies, \$12,000 has been allotted for direct aid to the State of Alaska to help defray its cost for Council work in extended jurisdiction. The money is intended to be used for administrative assistance to the chief fishery officer of the State. All of the states impacted by Council operations will receive a like amount. The \$12,000 is for the rest of this fiscal year, which ends September 30, and it's expected that this level of funding will be continued with approximately \$25,000 per state per year.

Budgeting and Contracts: The contract with the State of Alaska for the Salmon Tag Recovery Program has still not been received by the State. It is in progress and in the meantime the Alaska Department of Fish and Game is going on with the Tag Recovery Program.

We have drawn up a contract proposal (Tab 3) with the Alaska Department of Fish and Game in the amount of \$60,000 for their work in the development of Council management plans for the rest of this fiscal year. They need a contract in order to get legislative approval for the receipt of federal money. We have been paying some of their costs for travel and incidental expenses directly, but this cannot continue

by State regulation.

\$60,000 should be an outside figure. We have a review point identified at approximately \$30,000 to determine how much more will be needed. I would like to have Council approval of this contract at this meeting.

In addition, I have requested a contract proposal from the Alaska Department of Fish and Game for the \$12,000 intended for administrative support. We will request a grant supplemental for this just as we will for the \$60,000 for management plan development. The management plan contract is intended to cover travel and per diem costs, incidental printing and supply expenses, a relatively small amount of computer time if necessary, and temporary help in the form of overtime or temporary backup for state positions impacted by plan development.

Procurement Standards: The Council's proposed procurement standards are in your portfolio under tab 3 (the Council's members portfolio only). We have rewritten it and consider it ready for submission to the grant office. We have not included a section on conflict of interest since we feel that is adequately covered under the Statement of Operating Practices and Procedures already published. We'd like to have Council approval of this item at this meeting.

Staff Report: The Council's Administrative Officer, Judy Willoughby, attended a week of Federal Contracting School here in Anchorage early in May. A meeting of all Council Administrative Officers has been scheduled for the last week of June in Charleston, South Carolina. I would like to send Mrs. Willoughby to this meeting and would like Council approval for that travel.

Newsletter and Seas & Coast Supplement: The first newsletter was mailed early in May, the Seas & Coast supplement material was sent to the publishers the second week of May and will be out next month. We mailed 460 copies of the newsletter at a cost of \$150.00 for printing and postage.

We have arranged for photographs to be taken of all of the Council people, including the Council members, Scientific and Statistical Committee, Advisory Panel and staff, at the Family Tree photography shop located in the Sunshine Mall. That is the large yellow building next to the Council offices. The photography studio is on the Fourth Street level near the front of the building. You can have your pictures taken anytime on Thursday or Friday and I'd appreciate it very much if you'd go in whenever you get the chance, it should take only a few minutes.

The television program on Council operations, part of which was filmed at the last Council meeting, was shown on Anchorage

television on May 19th. Unfortunately, I was out of town and did not see it, but I understand that it came through quite well.

Council staff did not participate in any public meetings or speaking engagements during this past month.

R/V OREGON: I responded to the Council's request from the last meeting in a letter to Secretary Kreps regarding keeping the OREGON until a suitable ship was on the scene to relieve it. We have not received any answer to date.

Congressman Young has written to Secretary Kreps urging retention of the OREGON.

Management Plan Schedules: We have developed new schedules for the development of Council management plans and have a flow chart in your portfolio under tab 3, reflecting this material, as well as individual schedules for each management plan. Very briefly, two plans, the trawl fishery for the Gulf of Alaska and tanner crab, submitted initially to the Council at this meeting, should go through the public hearing process in the period August 1 to 25 and be in effect January 16, 1978.

The high seas salmon plan and the ocean salmon troll fishery plan, if submitted to the Council initially at the July meeting, would go through the public hearing process from October 2 to 27 and be in effect by April 3. We are assuming that the Council will wish to continue development of the high seas salmon plan whether or not an INPFC agreement is renegotiated.

Management plans for Bering Sea clams and for king crab, if submitted to the Council on September 22, would go through the public hearing process from December 5 through 30 and be in effect by May 29. The need for the management plan for the Bering Sea clam fishery to be in effect next year is a decision that will have to be made by the Council in the very near future. If it's not felt necessary for 1978 the schedule, of course, can be set back.

The Bering Sea trawl plan could conceivably be submitted to the Council at the meeting on December 1, putting public hearings in the March 8 to April 3, 1978 period and become effective late in August 1978. The team that will draft this plan is the one that is now working on the Gulf of Alaska trawl plan. It's obvious that we cannot have it in effect by the first of January, 1978, therefore the preliminary management plan will have to be revised and extended for next year. That being the case, there may be no point

in trying to have a Council plan in effect prior to 1979, so a more realistic date for submission might be January or February of 1978, rather than December of this year.

The Council should consider, at this meeting or certainly the June meeting, where they want to hold public hearings on the Gulf of Alaska trawl plan and the tanner crab plan. We have indicated some communities on the plan schedule. We should also try to schedule the Council members that will attend these public hearings and which Council member will act as the hearing officer. We expect that each public hearing will be attended by two staff members to handle recording and logistics, one or more Council members, someone from the drafting team or the Scientific and Statistical Committee that can explain the management plan and answer questions on content, and as many Advisory Panel members and Scientific and Statistical Committee members as wish to attend.

Miscellaneous: I wrote to Dr. White, as directed by the Council at its last meeting, requesting his consideration of placing a Council member on MAFAC, or a MAFAC member on the Council, to provide the necessary interaction between the two bodies, rather than having the Council send an advisor to MAFAC (Tab 5). We have not had any response to that letter as yet. The other Councils, except for the Pacific and Caribbean Councils, have already named advisors to MAFAC. I have no information on what either the Pacific Council or the Caribbean Council have in mind on this subject.

We just received a copy of the GIFA with Cuba, it's available in the Council office, we have not had time to review it.

Among miscellaneous correspondence received and not included on the agenda, (1) a letter from the National Research Council requesting guidance from the Council Chairman on priorities for long term research projects. (2) A copy of the agreement between the Alaska Department of Commerce and Economic Development and the New England Fish Company for the groundfish processing operation plan by New England for Kodiak. (3) Letter from Jay Gage as part of the record. (4) From Kreps re: Advisory Panel consolidation. (5) Telegram from Governor Hammond to Secretary Kreps. The letter from Mr. Gage and Governor Hammond are under Tab 8.

A questionnaire for use in determining the proper course for fishery development programs, requested by the Advisory Panel from Walt Jones at the last meeting, was completed by Walt and is in the portfolio for all of the Advisory Panel members under Tab 31.

We have advertised a meeting in the Federal Register for the Scientific and Statistical Committee to review the management plans that will be submitted to the Council at this meeting. The meeting will be held in Juneau at the Hilton Hotel from June 15 through 17 and it will be open to the public. In addition, we have requested notice in the Federal Register



to hold meetings of the Scientific and Statistical Committee and Advisory Panel one day in advance of the Council meetings in June and July. This would give them time to work as a group prior to the Council meeting and thus be able to attend more of the Council meeting. This was done at the request of the Scientific and Statistical Committee. I would like to have the Advisory Panel decide whether or not they want to meet a day ahead of the Council, or will be able to. If they do not wish to, I will cancel that portion of the Federal Register Notice.

## Development Time Table

3

Date

Action

5/27/77

First draft of management plan submitted to Council for internal review by Council, SSC, and AP (75 copies).

5/28/77 - 6/23/77

Internal Review

6/24/77

Council receives recommendations on management plan and either adopts (or rejects) it.

7/11/77

Plan printed and "Notice of Availability" published in Federal Register - at which time a 45-day review begins. (750 copies needed)

8/1/77

Public hearings begin 20 days after "Notice in FR" and run 25 days to the conclusion of the 45-day review period.

8/25/77

Comment period ends. Begin revising and incorporating comments.

9/9/77

75 copies mailed

9/22/77

Revised DMP/DEIS submitted to Council for approval.

10/5/77

Print final DMP/EIS (750 copies) and submit to the Secretary of Commerce to start 60-day review.

12/5/77

At the end of the 60-day review, the Secretary of Commerce publishes the MP/EIS and the notice of regulations in the Federal Register. Forty-five day review in FR begins.

1/16/78

Forty-five day review period ends, MP and regulations become law.

August 1-25, 1977

Public hearing.

- ✓ Kodiak
- ✓ Sand Point
- ✓ Dutch Harbor
- Homer
- Seward
- Cordova
- Petersburg
- Sitka

MANAGEMENT PLAN GULF OF ALASKA - Trawl fishery

Development Time Table

Date Action

5/27/77

First draft of management plan submitted to Council for internal review by Council, SSC, and AP (75 copies).

5/27/77 - 6/23/77

Internal Review

6/24/77

Council receives recommendations on management plan and either adopts (or rejects) it.

7/11/77

Plan printed and "Notice of Availability" published in Federal Register - at which time a 45-day review begins. (750 copies needed)

8/1/77

Public hearings begin 20 days after "Notice in FR" and run 25 days to the conclusion of the 45-day review period.

8/25/77

Comment period ends. Begin revising and incorporating comments.

9/9/77

*75 copies mailed*

9/22/77

Revised DMP/DEIS submitted to Council for approval.

10/5/77

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12/5/77

At the end of the 60-day review, the Secretary of Commerce publishes the MP/EIS and the notice of regulations in the Federal Register. Forty-five day review in FR begins.

1/16/78

Forty-five day review period ends, MP and regulations become law.

August 1 - 25, 1977

Public hearing.

- Kodiak
- Sand Point
- Dutch Harbor
- Homer
- Seward
- Cordova
- Petersburg
- Sitka

MANAGEMENT PLAN SALMON - Troll Fishing

Development Time Table

Date Action

7/28/77 First draft of management plan submitted to Council for internal review by Council, SSC, and AP (75 copies).

7/29/77 - 8/25/77 Internal Review

8/26/77 Council receives recommendations on management plan and either adopts (or rejects) it.

9/12/77 Plan printed and "Notice of Availability" published in Federal Register - at which time a 45-day review begins. (750 copies needed)

10/2/77 Public hearings begin 20 days after "Notice in FR" and run 25 days to the conclusion of the 45-day review period.

10/27/77 Comment period ends. Begin revising and incorporating comments.

11/11/77 75 copies mailed  
12/1/77 Revised DMP/DEIS submitted to Council for approval.

12/16/77 Print final DMP/EIS (750 copies) and submit to the Secretary of Commerce to start 60-day review.

2/15/78 At the end of the 60-day review, the Secretary of Commerce publishes the MP/EIS and the notice of regulations in the Federal Register. Forty-five day review in FR begins.

4/3/78 Forty-five day review period ends, MP and regulations become law.

Oct 2-27, 1977 Public hearing.

- ✓ Pelican
- ✓ Sitka
- ✓ Jannan
- ✓ Petersburg
- ✓ Ketchikan

MANAGEMENT PLAN SALMON - High Seas

Development Time Table

Date Action

7/28/77

First draft of management plan submitted to Council for internal review by Council, SSC, and AP (75 copies).

7/28/77 - 8/25/77

Internal Review

8/26/77

Council receives recommendations on management plan and either adopts (or rejects) it.

9/12/77

Plan printed and "Notice of Availability" published in Federal Register - at which time a 45-day review begins. (750 copies needed)

10/2/77

Public hearings begin 20 days after "Notice in FR" and run 25 days to the conclusion of the 45-day review period.

10/27/77

Comment period ends. Begin revising and incorporating comments.

11/11/77

75 copies made.

12/1/77

Revised DMP/DEIS submitted to Council for approval.

12/16/77

Print final DMP/EIS (750 copies) and submit to the Secretary of Commerce to start 60-day review.

2/15/78

At the end of the 60-day review, the Secretary of Commerce publishes the MP/EIS and the notice of regulations in the Federal Register. Forty-five day review in FR begins.

4/3/78

Forty-five day review period ends, MP and regulations become law.

Oct 2-27, 1977

Public hearing.

✓Bethel

✓Nakuruk

✓Anchorage

MANAGEMENT PLAN KING CRAB FISHERY

Development Time Table

Date Action

9/22/77

First draft of management plan submitted to Council for internal review by Council, SSC, and AP (75 copies).

9/23/77 - 10/27/77

Internal Review

10/29/77

Council receives recommendations on management plan and either adopts (or rejects) it.

11/14/77

Plan printed and "Notice of Availability" published in Federal Register - at which time a 45-day review begins. (750 copies needed)

12/5/77

Public hearings begin 20 days after "Notice in FR" and run 25 days to the conclusion of the 45-day review period.

12/30/77

Comment period ends. Begin revising and incorporating comments.

1/13/78

*75 copies made*

1/26/78

Revised DMP/DEIS submitted to Council for approval.

2/13/78

Print final DMP/EIS (750 copies) and submit to the Secretary of Commerce to start 60-day review.

4/14/78

At the end of the 60-day review, the Secretary of Commerce publishes the MP/EIS and the notice of regulations in the Federal Register. Forty-five day review in FR begins.

5/29/78

Forty-five day review period ends, MP and regulations become law.

Dec 5-30, 1977

Public hearing.

✓ Kodiak

✓ Homer

✓ Sand Point - Dutch Harbor

✓ Seldovia

MANAGEMENT PLAN Eastern Bering Sea - Clam Fishery

Development Time Table

Date Action

9/22/77

First draft of management plan submitted to Council for internal review by Council, SSC, and AP (75 copies).

9/22/77 - 10/27/77

Internal Review

10/28/77

Council receives recommendations on management plan and either adopts (or rejects) it.

11/14/77

Plan printed and "Notice of Availability" published in Federal Register - at which time a 45-day review begins. (750 copies needed)

12/5/77

Public hearings begin 20 days after "Notice in FR" and run 25 days to the conclusion of the 45-day review period.

12/30/77

Comment period ends. Begin revising and incorporating comments.

1/13/78

75 copies mailed.

1/26/78

Revised DMP/DEIS submitted to Council for approval.

2/13/78

Print final DMP/EIS (750 copies) and submit to the Secretary of Commerce to start 60-day review.

4/14/78

At the end of the 60-day review, the Secretary of Commerce publishes the MP/EIS and the notice of regulations in the Federal Register. Forty-five day review in FR begins.

5/27/78

Forty-five day review period ends, MP and regulations become law.

Dec 5-30, 1977

Public hearing.

- ✓ Kodiak -
- ✓ Dutch Harbor
- ✓ Anchorage
- ✓ Dillingham
- ✓ Bethel
- ✓ Nome

MANAGEMENT PLAN Bering Sea and Aleutian Islands - Trawl

*Fishing*

Development Time Table

Date Action

12/1/77

First draft of management plan submitted to Council for internal review by Council, SSC, and AP (75 copies).

12/2/77 - 1/26/78

Internal Review

1/27

Council receives recommendations on management plan and either adopts (or rejects) it.

2/14

Plan printed and "Notice of Availability" published in Federal Register - at which time a 45-day review begins. (750 copies needed)

3/8

Public hearings begin 20 days after "Notice in FR" and run 25 days to the conclusion of the 45-day review period.

4/3

Comment period ends. Begin revising and incorporating comments.

4/14 -  
4/27

*75 copies mailed.*  
Revised DMP/DEIS submitted to Council for approval.

5/12

Print final DMP/EIS (750 copies) and submit to the Secretary of Commerce to start 60-day review.

7/12

At the end of the 60-day review, the Secretary of Commerce publishes the MP/EIS and the notice of regulations in the Federal Register. Forty-five day review in FR begins.

8/28/78

Forty-five day review period ends, MP and regulations become law.

March 8 - April 13, 78

Public hearing.

- ✓ Bethel
- ✓ Anchorage
- ✓ Dutch Harbor
- ✓ St. Paul
- ✓ Kodiak



<b>FEDERAL ASSISTANCE</b>		2. APPLICANT'S APPLICATION		a. NUMBER		3. STATE APPLICATION IDENTIFIER		a. NUMBER			
1. TYPE OF ACTION <input type="checkbox"/> PREAPPLICATION <input checked="" type="checkbox"/> APPLICATION <small>(Mark appropriate box)</small> <input type="checkbox"/> NOTIFICATION OF INTENT (Opt) <input type="checkbox"/> REPORT OF FEDERAL ACTION		b. DATE Year month day 19		b. DATE Year month day 19		b. DATE Year month day 19		b. DATE Year month day 19			
4. LEGAL APPLICANT/RECIPIENT a. Applicant Name : State of Alaska b. Organization Unit : AK Dept. of Fish & Game c. Street/P.O. Box : Subport Bldg. d. City : Juneau e. County : f. State : AK g. ZIP Code: 99801 h. Contact Person (Name & telephone No.) :		5. FEDERAL EMPLOYER IDENTIFICATION NO. 92-006367		6. PROGRAM (From Federal Catalog)		a. NUMBER		b. TITLE			
7. TITLE AND DESCRIPTION OF APPLICANT'S PROJECT Development and Writing of Management Plans by personnel of Alaska Department of Fish and Game, State of AK		8. TYPE OF APPLICANT/RECIPIENT A-State H-Community Action Agency B-Interstate I-Higher Educational Institution C-Substate District J-Indian Tribe D-County K-Other (Specify): E-City F-School District G-Social Purpose District Enter appropriate letter <input type="checkbox"/>		9. TYPE OF ASSISTANCE A-Basic Grant D-Insurance B-Supplemental Grant E-Other C-Loan Enter appropriate letter(s) <input type="checkbox"/>		10. AREA OF PROJECT IMPACT (Names of cities, counties, States, etc.) Alaska, Washington, Oregon		11. ESTIMATED NUMBER OF PERSONS BENEFITING 30,7000		12. TYPE OF APPLICATION A-New C-Revision E-Augmentation B-Renewal D-Continuation Enter appropriate letter <input type="checkbox"/>	
		13. PROPOSED FUNDING		14. CONGRESSIONAL DISTRICTS OF:		15. TYPE OF CHANGE (For 12c or 12s) A-Increase Dollars F-Other (Specify): B-Decrease Dollars C-Increase Duration D-Decrease Duration E-Cancellation Enter appropriate letter(s) <input type="checkbox"/>		16. PROJECT START DATE Year month day 19 77, 3, 1		17. PROJECT DURATION 7 Months	
18. ESTIMATED DATE TO BE SUBMITTED TO FEDERAL AGENCY		19. EXISTING FEDERAL IDENTIFICATION NUMBER		20. FEDERAL AGENCY TO RECEIVE REQUEST (Name, City, State, ZIP code)		21. REMARKS ADDED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
22. THE APPLICANT CERTIFIES THAT		a. To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved.		b. If required by OMB Circular A-95 this application was submitted, pursuant to instructions therein, to appropriate clearinghouses and all responses are attached:		(1) <input type="checkbox"/> <input type="checkbox"/> (2) <input type="checkbox"/> <input type="checkbox"/> (3) <input type="checkbox"/> <input type="checkbox"/>		No response attached <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
23. CERTIFYING REPRESENTATIVE		a. TYPED NAME AND TITLE Jim H. Branson Executive Director		b. SIGNATURE 		c. DATE SIGNED Year month day 19					
24. AGENCY NAME North Pacific Fishery Management Council		25. APPLICATION RECEIVED		26. ORGANIZATIONAL UNIT		27. ADMINISTRATIVE OFFICE		28. FEDERAL APPLICATION IDENTIFICATION 04-7-158-44026			
29. ADDRESS P.O. Box 3136 DT, Anchorage, Alaska		30. FEDERAL GRANT IDENTIFICATION		31. ACTION TAKEN		32. FUNDING		33. ACTION DATE			
<input type="checkbox"/> a. AWARDED <input type="checkbox"/> b. REJECTED <input type="checkbox"/> c. RETURNED FOR AMENDMENT <input type="checkbox"/> d. DEFERRED <input type="checkbox"/> e. WITHDRAWN		a. FEDERAL \$ .00 b. APPLICANT .00 c. STATE .00 d. LOCAL .00 e. OTHER .00 f. TOTAL \$ .00		Year month day 19		34. STARTING DATE 1977 3 1 35. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number) Jim H. Branson Mark Hutton 274-4563 or FTS 265-5435 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		36. ENDING DATE 1977 9 30 37. REMARKS ADDED			
38. FEDERAL AGENCY A-95 ACTION		a. In taking above action, any comments received from clearinghouses were considered. If agency response is due under provisions of Part 1, OMB Circular A-95, it has been or is being made.		b. FEDERAL AGENCY A-95 OFFICIAL (Name and telephone no.)							

SECTION I - APPLICANT/RECIPIENT DATA

SECTION II - CERTIFICATION

SECTION III - FEDERAL AGENCY ACTION

Section 13a

Expenditure of funds shall not exceed \$40,000 without further authorization of the Executive Director of the North Pacific Fishery Management Council. When eighty percent (80%) of the \$40,000 has been obligated by the Alaska Department of Fish and Game, the Finance Officer of the ADF&G, Juneau shall notify the Executive Director for his review. A monthly report of expenses will be given to the Administrative Officer of the NPFMC on the fourth Tuesday of each month.

Management Plans covered in this agreement for which the Department of Fish and Game is the lead agency are:

- Tanner Crab
- Troll Salmon
- High Seas Salmon
- King Crab
- Bering Sea Clams
- Shrimp

Expenses incurred for other Management Plans under preparation by the North Pacific Fishery Management Council are also authorized.

Expenses to be covered in this contract will be incurred by employees of the Alaska Department of Fish and Game working on these Management Plans include travel, per diem, telephone, overtime, temporary help, supplies, limited printing, computer and other incidental expenses. No administrative cost will be paid by the Council because of the level of funding available to the North Pacific Fishery Management Council.

This contract may be cancelled by the North Pacific Management Council if funding of the Council is withdrawn or reduced by the Department of Commerce.

END

NORTH PACIFIC FISHERY MANAGEMENT COUNCIL

Statement of Income and Expense  
from 4-26-77 to 5-24-77

INCOME

Balance 4-26-77 115,080.85

ACTUAL EXPENSES

Council Compensation	1,079.41
Staff Compensation	4,905.29
Federal Payroll taxes	5,347.72
State Payroll taxes	768.32
* Travel	12,369.78
Rent	2,612.37
Communications	1,158.11
Printing	861.35
Contracts	400.75
Supplies	507.50
Equipment	468.79
Petty Cash	<u>186.61</u>
Balance	30,666.00

CASH BALANCE 5-24-77

84,414.85

ACCRUED EXPENSES

Council Compensation	228.40
Payroll Taxes payable	598.70
Accounts Payable	<u>877.44</u>
	1704.54

UNOBLIGATED CASH 5-24-77

82,710.31

\* Includes \$2061.59 for Management Plan Expenses

GRANT AWARDS FY77 (in thousands)

Administration	557
Programmic	376
State Allocation	12
TOTAL FY77	<u>945</u>

Expenditures

Administrative:	
NOAA "Pipeline" 4-30-77	110.8
Expenditures paid NPFMC 5-25-77	<u>68.4</u>
Total Administrative	189.2
Proposed Budget for 2nd 6 mo FY77 for NPFMC	<u>421</u>
Total	610.2

Contracts	
Tagging Contract	58.7
State Allocation	12
Management Plan Contract- Alaska Dept. Fish & Game	<u>60</u>
Total Contracts	120.7



Item 3

**UNITED STATES DEPARTMENT OF COMMERCE**  
**National Oceanic and Atmospheric Administration**  
 Rockville, Maryland 20852

AD112

MAY 20 1977

North Pacific Regional Fishery Management  
 Council  
 P. O. Box 3136DT  
 Anchorage, Alaska 99510

Attention: Elmer Rasmuson  
 Chairman

Subject: Grant No. 04-7-158-44026

Dear Mr. Rasmuson:

It is our pleasure to inform you that an amendment to your grant award in the amount of \$305,400 has been approved. This award is made in response to the application submitted by your Council for the period April 1, 1977 to September 30, 1977. This amount includes \$293,400 to cover Council Administrative funding requirements for the second half of this fiscal year, and \$12,000 which has been allocated for the State of Alaska. The latter amount must be used to provide funding for salary and travel costs for an Administrative Assistant to aid the Chief State Fishery Representative with Council duties. This grant authorizes you to enter into a contract or other agreement with the State to accomplish this objective.

This amendment brings the total grant award to \$458,200, which is the amount for which the Council must account for purposes of financial reporting and audits. The grant amount was determined as follows:

Total Administrative Allocation	\$557,000
Pipeline Obligations as of 4/30/77 (disbursed directly by NMFS)	<u>-110,800</u>
	\$446,200
State Allocation	<u>+12,000</u>
Total Grant Award	\$458,200

Since this amount reflects a decrease from the budget in your application, we request that you submit a revised budget within thirty (30) days, which will indicate how this amount will be allocated by object class. We will then incorporate the revised budget into the grant.

MAY 23 1977



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In accordance with Department of the Treasury policy and to expedite grant payments to the Council, we are taking steps to open a Letter of Credit on your behalf. Please complete one copy of the enclosed forms, NOAA Form 34-52 and Standard Form 1194, and return to Washington Field Finance Office, AD538, National Oceanic and Atmospheric Administration, Rockville, Maryland 20852.

Please sign and return two copies of the enclosed amendment No. 2 to this office, AD112, 6010 Executive Boulevard, Rockville, Maryland 20852. You may retain one copy for your files. The revised budget, when completed, should be sent to this address as well.

If you have any questions about the above, or would like to discuss any other grant matters, please call me or Ann Terbush at (301) 443-8197.

Sincerely,



Barbara F. McLaughlin  
Grants Officer

Enclosures

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REPORT ON OCS RESEARCH AND FUNDING

In April and early May I contacted Herb Bruce, OCSEAP Director for the Gulf and Bering Sea investigations, Jim Brooks and Ed Huizer, ADF&G, Jerry Reid and Cal Lensink of the USF&WS OCS investigative offices in Anchorage to develop some information on the operating method, research goals and funding levels for the OCSEAP program as requested by the Council at its March meeting.

This is a very complicated, well funded research program involving a number of different agencies as principal investigators. The level of funding this year will be approximately \$30,000,000 if in-kind contributions are considered, such as the NOAA ships and crews that are involved. Actual contracting funds available this year amount to \$22,000,000.

In addition to continuing a number of on-going programs in assessing various facets of the marine environment, they are starting some basic primary and secondary food chain studies in the bays along Kodiak, primarily on the east side, and are expanding their oceanographic studies in the central Gulf. While continuing, work in the Bering Sea has been slightly de-emphasized. It appears probable that leasing activity in the Bering Sea will be delayed.

I found no real dissatisfaction with the program; everybody concedes that it would have been better to extend it over a longer period, perhaps at a lower level of annual funding. More time would have allowed better planning and perhaps wiser use of funds. Considering the crash program for energy development; however, no other course was probably possible.

There was argument over some of the specific research programs and the way they were conducted. In part this may stem from the critics orientation to a specific field whereas the OCSEAP program is designed to cover a very wide spectrum of information, not necessarily aimed at fisheries, marine mammals, etc., although they are certainly all part of it. The spin off from this general assessment program will be tremendously valuable to those fields however.

In summation, I believe it is pointless to delve deeply into the mechanics of this program, rather the Council should stay in touch with what it is doing, what material is being gathered, and work to influence specific areas of research if such appears to be beneficial to the Council and in conformity with OCSEAP goals.

Recommendation: Maintain a continuing liaison with the main OCSEAP group and as many of the primary investigators as possible whose work bears directly on the fishery resources off Alaska.

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NORTH PACIFIC FISHERY MANAGEMENT COUNCIL

PROCUREMENT STANDARDS

May 24, 1977

## PROCUREMENT STANDARDS

Purchasing Procedures: The following procedures are used by the North Pacific Fishery Management Council (NPFMC) for all procurements.

All records of formal and informal quotations of bids shall be maintained by the Administrative Officer for the minimum time allowed by the Department of Commerce regulations.

The Finance Committee of the North Pacific Fishery Management Council shall consist of five Council members appointed by the Council Chairman. Any three Committee members shall comprise a quorum for the purpose of procurement action. In emergency situations the Executive Director may poll the Finance Committee by telephone to determine the proper course of action in procurement matters.

1. Procurements over \$10,000: For procurements of \$10,000 or more, the NPFMC shall formally advertise under the standards set by F.P.R., unless it is decided the contract can be better implemented by negotiated methods.
2. Procurements less than \$10,000: For procurements ranging in value of less than \$10,000 - but of \$500 or more the Executive Director or his designee shall obtain quotations from at least two vendors, document

for files the quotes, and select the vendor whose quotation is most advantageous to the Council, price and other factors considered.

3. Procurements of less than \$500: Procurements of less than \$500 in value may be made directly by the Executive Director or his designee without quotations or bids. The Director should make the effort, when possible, to secure more than one quote.
4. Procurement from Government sources: Prior to award of any contract, Federal sources shall be considered, and when such sources are most advantageous to the Council needs, the contract will be awarded to the Federal Source.
5. Formal Advertising: A contract for property or service is to be made by formal advertising in most contracts over \$10,000 unless it has been decided by the Finance Committee and the Executive Director that a negotiated contract is in the best interest of the Council.
  - a. Preparation for Invitations for bids: The invitation to bid shall describe the requirements of the Council clearly, accurately and completely, but not so restrictive as to limit the number of bidders.

b. Publicizing the invitation for bids: The Invitation to Bid shall be published in the Anchorage newspapers, local main post offices, the Commerce Business Daily, and other publications requested by the Council. The invitations will also be mailed to a potential bidder mailing list to be maintained by the Staff.

c. Receipt and Opening of Bids:

- (1) Receipt: All bids received prior to the time set for opening shall be kept unopened in a locked receptacle. If a bid is opened by mistake, the person who opens the bid will immediately sign the envelope and deliver it to the Executive Director. The Executive Director shall immediately write on the envelope an explanation of the opening, the date and time opened, and sign the statement. No information shall be disclosed prior to the public bid opening.
- (2) Opening: The Executive Director or his designee shall decide when the set time for bid opening has arrived and shall so declare to those present. All bids received prior to the time set for opening shall then be publicly

opened, recorded and when practicable, read aloud to the persons present. If impracticable to read the whole bid, the total amount bid shall be read. Bids may be examined by interested persons but original bids may not be allowed to pass out of the hands of Council employees.

d. Awarding the Contract: After bids are publicly opened they shall be tabulated and evaluated by the Executive Director or his designee and a recommendation shall be made to the Finance Committee for award. Award shall be made to that responsible bidder whose bid, conforms to the invitation for bids, and will be most advantageous to the Council, price and other factors considered.

e. Late Bids, Modification of Bids, or Withdrawal of Bids:

(1) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award and it was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids.

(2) Modification or withdrawal of bids are subject to the same conditions as set out in (1) above.

f. Mistakes in Bids: Mistakes in bids shall be handled according to the provisions of Title 41, Code of Federal Regulations: Federal Procurement Regulations; part 1-2 § 1-2.406.

g. Rejection of Bids: Bids may be rejected by the Council as follows:

(1) Nonconforming bids: Any bid which fails to conform to the essential requirements of the invitation for bid shall be rejected.

(2) Debarred or ineligible bidders: Bids received from any person or concern debarred or ineligible shall be rejected.

(3) Rejection of all bids: The Council may, in its discretion, reject any and all bids.

h. Content of invitation for bids: Invitations for bids shall contain the following information if applicable to the procurement involved.

(1) Name and address of Council



- (2) Date of issuance
- (3) Date, hour, and place of opening
- (4) Number of pages
- (5) A description of supplies or services to be furnished in sufficient detail to permit full and free competition
- (6) The time of delivery or performance
- (7) A statement in the invitation that "Bids must set forth full, accurate, and complete information as required by this invitation for bids (including attachments)."
- (8) Bid guarantee, performance and payment of bond requirements, if any.
- (9) A requirement that all bids must allow a period for acceptance by the Council of not less than a minimum period stipulated in the invitation for bids and that bids offering less than the minimum stipulated acceptance period will be rejected.

(10) In the cases where bidders are required to have special technical qualifications due to the complexity of the equipment or service being procured, a statement of such qualifications shall be required.

(11) Directions for obtaining copies of any documents, such as plans, drawings and specifications which have been incorporated by reference.

(12) A statement of Council Policy regarding late bids, modification of bids and withdrawal of bids.

i. Basis of selection: Records of formal advertised procurements will reflect the following as a basis of selection.

(1) Adequacy of competition

(2) Responsiveness of bidder

(3) Responsibility of bidder

6. Negotiated Procurements: Procurements may be negotiated if it is impracticable and unfeasible to use formal advertising. Generally, procurements may be negotiated by the grantee if:
  - a. The public exigency will not permit the delay incident to advertising.
  - b. The material or service to be procured is available from only one person or firm (sole-source).
  - c. The contract is for personal or professional services or for any service to be rendered by a university, college, or other educational institution or state agency.
  - d. The material or services are to be procured and used outside the limits of the United States and its possessions;
  - e. No acceptable bids have been received after formal advertising;
  - f. The purchases are for highly perishable materials or medical supplies, for material or services where the prices are established by law, for technical items or equipment requiring standardization and interchangeability of parts with existing

equipment, for experimental, developmental, or research work, for supplies purchased for authorized resale, or for technical or specialized supplies requiring substantial initial investment for manufacturer, or

- g. The procurements are otherwise authorized by law, rules or regulations.

Notwithstanding the existence of circumstances justifying negotiation, competition shall be obtained to the maximum extent practicable.

- 7. Sole Source Procurements: A sole source (non-competitive) will be considered, with the approval of the Finance Committee and the Executive Director, as follows.
  - a. When a proposed contractor is considered to be clearly unique in his service or product.
  - b. Prior experience of a specialized nature vital to the proposed contract.
  - c. The proposed contractor has facilities and/or equipment that is vital to the proposed project.
  - d. The schedule of the contract can be best met by the proposed contractor.

- e. The proposed contract would be a continuation of a previous effort performed by the proposed contractor.
- f. Competition is precluded because the existence of patent right, copyright or secret processes.
- g. Replacement of parts or components in support of equipment specifically designed by a manufacturer.

8. Award:

- a. Responsiveness of Bidder: To be responsive a bid should comply with the invitation for bids, both as to the method and timeliness of submission and as to the substance of any resulting contract. If the offeror's bid is not in conformance with the invitation for bids, the deficiencies will be documented and the offeror's bid rejected. The determination will reflect the fact that the offeror was notified that his bid was not given consideration.
- b. Responsible Bidder: A determination will be made and documented prior to award as to the responsibility of the bidder. This will be included in the procurement file.

A bidder is considered responsible when it has been established that he has the technical capability, financial capacity and manpower required to perform as he has bid. To be responsible an offeror should:

- (1) Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract.
- (2) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments;
- (3) Have a satisfactory record of performance;
- (4) Have a satisfactory record of integrity and business ethics;
- (5) Be otherwise qualified and eligible to receive an award under applicable public policy laws and regulations.

9. Contract Administration

- a. Responsibility: Contract administration is the responsibility of the Staff. The Executive Director may act for the Council to award, amend or modify

a contract or take any action to change a contractual commitment on behalf of the Council. The Executive Director and the Council staff are to see that administrative functions are performed to achieve the desired results and to protect the Council's interest. The Executive Director shall designate a member of the Council Staff to act as Contract Monitor upon the award of a contract.

b. Council Staff: The Council staff is responsible for the technical and project managerial aspects of contract administration. They determine the degree and acceptability of progress by the contractor, and when appropriate, certify to such progress by the contractor. All correspondence between the contract monitor and the contractor shall be coordinated with the Executive Director and a copy provided for the contract file. Duties of a staff member assigned to monitor a contract include:

- (1) Familiarization with the terms and conditions of the contract in order to assure compliance with the provisions thereof.
- (2) After award, the holding of discussions with the contractor to arrive at a common understanding of individual responsibilities and working

arrangements. Such discussions should occur immediately after award and as required throughout the period of the contract performance. Such meetings are not meant to be negotiations of tasks to be performed. Tasks and their scope must be decided during formal contract negotiations prior to award.

- (3) The arrangement of a schedule or operation in accordance with the contract requirements and certification, when appropriate, of satisfactory accomplishment on the contractor's requests for progress and final payments. Performance reports should show work actually accomplished. The Executive Director should be promptly informed of delays in progress of work and of any problems encountered that may require contract amendments or other administrative action.
- (4) Recommending to the Executive Director any proposed changes in specifications, extra work extensions in contract time or any other technical matter arising under the contract.
- (5) The initiation and acquisition of approvals that may be necessary for changes in the



statement of work requirements which would require a contract modification.

- (6) Monitoring to assure that no work authorizations or orders to the contractor, either oral or written, are issued unless authorized according to Council policy.
- (7) The furnishing of Council material to the contractor as provided in the contract.
- (8) Obtaining and evaluating all technical and progress reports from the contractor required by the contract.
- (9) Evaluating contractor progress.
- (10) Reviewing the contract at least 90 days prior to scheduled completion date to determine any need for modification or renewal of the contract or extension of performance time. The Executive Director should be notified at least 60 days prior to scheduled completion of a contract if any extension of the contract period will be required or if a need for additional work under the contract is anticipated. The Executive Director should also be notified

upon satisfactory completion of work under a contract.

(11) Recommending the disposition of any problems which might arise in the areas of rights in data, patents, Council property, and other subjects addressed in the contract provisions.

(12) Representing the best interests of the Council in all dealings with contractor.

c. Contractor Performance Reports and Requests for Payment: The Contract Monitor should evaluate the contractor's performance at each interval when progress payments or performance reports are due. If the performance has been poor, or the contractor non-responsive, the Contract Monitor should arrange a discussion, in detail, with the contractor concerning performance shortcomings and proposed corrective action. Where requirements are not adequately met, final payment should be withheld until corrective action has been taken to the satisfaction of the Executive Director.

d. Acceptance of Contract Deliverables: It is the Contract Monitor's responsibility to determine that the work is complete and conforms with the

technical requirements of the contract. Once formal acceptance has been accomplished, the contractor is normally excused from further performance or correction of unsatisfactory work. The Contract Monitor should provide written notification to the Executive Director when the contract work has been judged complete and technically acceptable.

- e. Delinquencies: When a delinquency appears imminent, prompt action must be taken to protect the Council's rights. In administering a delinquent contract Council staff should do nothing that might waive the Council's rights to terminate for default.

In the event of a delinquency not of a minor nature the Executive Director may take one of the following actions.

- (1) Extend the contract delivery schedule.
- (2) Terminate the contract for default.
- (3) Terminate the contract for the convenience of the Council.
- (4) Terminate the contract on the basis of agreement for a no-cost settlement.

- (5) Obtain a written agreement from the contractor that the Council's consent to continued performance will not operate as a waive of either its rights to terminate for the existing default, or any other of its rights.
- f. **Contract Modification:** A contract modification is considered to be any written alteration of contract provisions, i.e., work statement, specification, period of performance, time and rate of delivery, quantity, price, cost, fee or other provisions of an existing contract whether accomplished in accordance with a contract provisions or by mutual actions of the parties to the contract.
- g. **Approval Authority:** Only the Council Finance Committee or the Executive Director has the authority to approve a contract modification.
- h. **Processing Contract Modifications:** The Contract Monitor is responsible for monitoring the contract and recommending changes in existing contracts. In such capacity, he will generally be responsible for initiating the necessary documents involving technical changes. In preparing the documents he shall review the statement of work and the applicable

specifications and then delineate the proposed changes. In preparing the documents he shall review the statement of work and the applicable specifications and then delineate the proposed changes thereto. The Contract Monitor should also evaluate whether these proposed changes are within the general scope of the contract or are considered new procurement and set forth the rationale supporting his position.

If the Contract Monitor believes the changes to be in the general scope, the proposed changes, recommendations, and rationale are forwarded by the Executive Director to the Finance Committee. Upon approval the Executive Director shall issue a modification.

If the modification is adjudged to be "new work" then the minimum standards for competition must be met as set forth in these regulations. New work cannot be added on to existing contracts without the appropriate considerations of procuring through competitive means.

- i. Constructive Changes: A constructive change occurs when a contractor is caused to react in a manner other than that which the contract requires.

For example, a contractor may have painted all of a product blue since no color was specified. The Contract Monitor states that they should be red. The Contractor could claim the cost of the added materials and labor to comply with the directions of the Contract Monitor.

j. Contract Termination:

(1) Types

(a) Completion: Most contracts are in force until satisfactory completion, or in the case of cost reimbursement contracts, until other satisfactory results are achieved or the funds allocated for their performance have been exhausted.

(b) Termination for Convenience: The Council may terminate for its convenience at any time during performance even though the contractor assumes this risk under the contract terms whenever he does business with a federal grantee. When the Council makes use of this right, however, it compensates that contractor for his cost and earned fee or profit for his pre-

parations and for any completed and accepted work that relates to the terminated part of the contract. Termination for convenience would be used in cases where the Council has a change in requirements or a change in funding priority of projects. Other examples would be loss of key contract scientific or engineering personnel; unsatisfactory progress; or changes in emphasis by the Council.

(c) Termination for Default: The Council may terminate for default when the contractor fails to perform his part of the bargain properly.

(2) Procedures: Generally the provisions of the contract will govern procedures to be followed in termination. It is the duty of the Contract Monitor to recommend the termination of a contract to the Executive Director. Upon approval of the Finance Committee, the Executive Director shall instruct the Contract Monitor in the settlement process with the Contractor.

k. Closing Contracts: Upon completion of the contract work, the Council shall close out the contract as

rapidly and as effectively as possible and make final payment to the contractor. To this end the Executive Director shall ensure that all work is promptly inspected to the extent necessary to determine acceptability. The Executive Director should also call upon the Contract Monitor to determine that the work is complete and conforms with the technical requirements of the contract, and that all items contractually required have been submitted and are acceptable.

10. Protests, Contract Disputes and Appeals

- a. Applicability of this Section: This section applies to claims arising out of contracts entered into by the Council after the adoption of these rules.
- b. Authority of the Finance Committee: The Finance Committee is authorized to settle, compromise, pay or otherwise adjust any claim by or against, or any controversy with, a contractor or bidder relating to a contract entered into by the Council, including a claim or controversy initiated after award of a contract, based on breach of contract, mistake misrepresentation or other cause for contract modification or rescission. In the event a



settlement or compromise involves or could involve adjustments and/or payments aggregating \$2,500 or more, then the Finance Committee shall prepare written justifications and obtain approval in advance, from the full Council and its legal advisor.

- c. Authority of the Executive Director: The Executive Director is authorized, subject to the approval of the Finance Committee of any settlement, to negotiate with contractors in order to settle any claim which may arise under a contract entered into by the Council.

When a claim cannot be resolved by mutual agreement, the Executive Director shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the contractor and shall state the reasons for the action taken on the claim, and shall inform the contractor of his right to administrative relief as provided in this section. The decision of the Executive Director is final and shall be conclusive unless fraudulent, or the contractor appeals to the Finance Committee. If the Executive Director does not issue a written decision within one hundred and twenty (120) days after receipt of a

claim, or within such longer period as might be established by the parties to the contract in writing, then the contract may proceed as if an adverse decision had been received.

d. Appeal to the Finance Committee: The Finance Committee has jurisdiction over each controversy arising under, or in connection with, the interpretation performance or payment of a contract of the Council provided that;

(1) The Contractor has not instituted action over such controversy in Court, and

(2) The contractor has mailed notice to the Council of his election to appeal to the Finance Committee within 90 days of his receipt of the decision from the Executive Director, or at the contractor's election, within one hundred and twenty days (120) after the Executive Director fails or refuses to issue a decision.

e. Hearing Before Finance Committee: The Finance Committee shall conduct appeal hearings to the fullest extent possible in an informal, expeditious, and inexpensive manner and shall issue a decision

in writing or take other appropriate action on each appeal submitted and shall provide a copy of the decision to the contractor and the Executive Director to be included in the contract file.

- f. **Bid Protests:** The Finance Committee shall have authority to determine protests and other controversies of prospective bidders, bidders or contractors in connection with the solicitation or selection for award of a contract.
  
- g. **Filing of Protest:** Any prospective bidder, bidder or contractor who is aggrieved in connection with the solicitation or selection for award of a contract may file a protest with the Finance Committee. The protest of notice of other controversy must be filed promptly and in any event within two calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversy must be in writing.
  
- h. **Decision:** The Finance Committee shall promptly issue a decision in writing and in no event more than sixty (60) calendar days after receipt of such protest or notice of other controversy, unless the parties agree in writing to a longer

period. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

- i. Effect of Decision: The decision by the Finance Committee shall be final and conclusive.

## GLOSSARY OF PROCUREMENT TERMS

- BID (IFB) Invitation for Bids, a formal solicitation by the Gov't when the procurement is publicly advertised constituting a firm "offer to buy".  
(Usually a SF 33)
- BOND - A written instrument executed by a bidder to assure fulfillment of the obligation. (Usually bid bond, payment bond and performance bond).
- BRAND NAME OR EQUAL - A Purchase Description of a commercial product setting forth salient features that are essential to the needs of the Gov't. (May be used only when Formal printed Gov't specifications have not been issued).
- CERTIFICATE OF COMPETENCY - A certificate issued by SBA stating the contractor is competent as to capacity and credit to perform a specific Gov't contract. (called COC)
- DEBARRED LIST - A list of firms and individuals debarred and ineligible to receive bids and awards.
- DESCRIPTIVE LITERATURE - Information, such as cuts or brochures furnished by a bidder describing his product.
- DETERMINATION AND FINDINGS - Documents prepared and signed by a Contracting Officer justifying use of authority or to substantiate actions pursuant thereto.  
(also called F & D)
- DISCOUNT - A price reduction offered by a bidder from a standard pricing structure.  
(May be a prompt payment discount or a price reduction from list prices  
(trade discount).
- DOCUMENTATION - Written record (audit trail) necessary to organize, communicate and/or record special information.
- END PRODUCT/END ITEM - The completed item to be delivered to the Gov't. as specified in the contract. The term also applies to "domestic source" and "foreign" definitions.
- FEDERAL CATALOG SYSTEM - the supply catalog system used by the Gov't to uniformly identify and classify items of personal property.
- LABOR SURPLUS AREA (CONCERN) - A geographical area classified by the Secretary of Labor with a concentrated unemployment or persistent unemployment problem.
- LATE BIDS - Bids received after the exact time set for opening of bids.
- LIQUIDATED DAMAGES - A monetary price reduction the Gov't. will assess the contractor's delivery or performance.
- NEGOTIATED FINAL OVERHEAD RATE - A percentage or dollar factor expressing the ratio mutually agreed upon after close of the contractor's fiscal year.
- PRICE ANALYSIS - The process of evaluating a price without evaluation of the separate cost elements.
- QUALIFIED PRODUCTS LIST - A list of manufacturers, plant addresses, and their products pre-tested and approved by a Gov't. testing facility for purchase under those Gov't Specs. requiring test and approval prior to purchase by Federal Agencies.
- QUANTITY DISCOUNT - A discount or reduced price proportional to the quantity being purchased.
- REGULAR DEALER - (Walsh-Healey Act). Person(s) owning and operating a store that sells to the general public the same items being bought the Gov't. under the contract.
- REQUEST FOR QUOTATION - A request to suppliers for price, delivery and related information. Used interchangeably with Solicitation for offers (IFB) and Request for Proposals. (RFP)
- RESPONSIBLE CONTRACTOR - A request to suppliers for price, delivery and related information. Used interchangeably with Solicitation for offers (IFB) and Request for Proposals. (RFB)
- RESPONSIVE OFFER - An offer (bid or proposal) which complies in all respects to the terms, conditions, specifications and requirements of the Gov'ts solicitation.
- SET ASIDE - The act of reserving either a portion or the total quantity of a procured item for preferential consideration under SBSA or LSASA.
- SYNOPSIS - A daily listing published in the Commerce Business Daily of solicitations issued and awards made by Gov't agencies.
- WAIVER - An exception granted permitting purchase of an end item from other than the mandatory source.