

**PROCUREMENT REQUEST**  
 INSTRUCTIONS: Agencies must provide information in unshaded areas. See reverse.

(Procurement Office)  
**Supervisor's Office**  
**Ketchikan, AK 99901**

1. REQUESTING OFFICE  
 SE Alaska Discovery Center

2 RECEIVING OFFICE NO.	3 CONTRACT NUMBER (If Applicable)	4 ORDER DATE	5	6 UNIT CODE	7 FUND CODE	8 PURCHASE/DELIVERY ORDER NUMBER	9 SUB.	1A. PROCUREMENT REQUEST NO. DC-03-011 Mod #1
								1B. DATE 12/20/2002

CHECK ONE  
 Purchase Order  
 Delivery Order

10. TO: (Seller)  
 11. SHIP TO: (Consignee and Destination)  
 USDA Forest Service  
 Southeast Alaska Discovery Center  
 50 Main Street 907-228-6220  
 Ketchikan, AK 99901  
 INSIDE DELIVERY REQUESTED

12 LINE ITEM	13 ACT. CODE	14 DESCRIPTION	15 BUDGET OBJECT	16 ACC. LINE	17 QUANTITY	18 UNIT ISSUE	19 UNIT PRICE	20 AMOUNT
1		Solicit for a consultant to market the Southeast Alaska Discovery Center and the Tongass National Forest. Beginning February 1, 2003 thru September 30, 2003 with an option to renew for a period up to but not to exceed 2 years, based on available funding. (Contract will be renewed at the beginning of each fiscal year, October 1 <sup>st</sup> )			8.0	mo	\$1,500.00	\$12,000.00

*Bill - my efforts reviewing/editing are pathetic - I do the best you can w/ this.*  
*Steve*

For additional information, Please contact:  
 Cynthia E. Schelin  
 TECHNICAL CONTACT 228-6290  
 TELEPHONE NO.

FOB POINT 22 DISCOUNT TERMS Sub-Total ▶ \$12,000.00

REQUIRED DELIVERY 23A NEGOTIATED DELIVERY 24 SHIP VIA 26 ESTIMATED FREIGHT TOTAL ▶ \$12,000.00

28 ACC. LINE	29 ACCOUNTING CLASSIFICATION					30 DISTRIBUTION	31 AMOUNT
	A	B	C	D	E		
5	10		5 3	4	1 4 1 2	50% 25% 25%	6000.00 3000.00 3000.00
	DSK004 CLK004 Dennis Neill-PAO						

RECOMMENDED SOURCE(S) (If necessary, use attachment)  
 Mariner, Inc. 225-0244

I certify that the above items are necessary for use in the public service.  
 TITLE  
 Center Director  
 SIGNATURE OF AUTHORIZED REPRESENTATIVE  
 /s/Cynthia E. Schelin 12/7/2002

AMENDMENT OF SOLICITATION

MODIFICATION OF CONTRACT

FORM NO. 30 (REV. 10-83) PAGE OF PAGES

1 1

2. AMENDMENT/MODIFICATION NO. <b>Seven (7)</b>	3. EFFECTIVE DATE <b>01/26/2005</b>	4. REQUISITION/PURCHASE REC NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY <b>Tongass National Forest Federal Building, 648 Mission St. Ketchikan, AK 99901</b>	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)  <b>Len Laurance PO Box 8800 Ketchikan, AK 99901</b>	(X)	9A. AMENDMENT OF SOLICITATION NO.
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>53-0116-3-00567 SEDC Marketing</b>
		10B. DATED (SEE ITEM 13) <b>04/24/2003</b>

*MAYBE!*  
*But additional Funds may be needed*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;

or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**NFRW60 = \$10,008 DSK004 = \$5,008 CLK004 = \$5,004 IDP3TM = \$3,000**

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) <b>Administrative. Okay to de-obligate any remaining funds from total obligated at award. Contract Officer.</b>

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)  
**Contract ended on 9/30/04. No second year option exercised.**

Total amount paid on base, plus one option year ending 9-30-2004 = 27,058.00 Final Payment in the amount of \$11,884.00 reflects last payment of FY04 option year rendering any other funds obligated beyond that amount as not needed for this contract.

Note Mod. numbers for this contract are confusing but straightened out in FPDS NG.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>William Standley, Contracting Officer</b>
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	16B. UNITED STATES OF AMERICA  <i>(Signature of Contracting Officer)</i>
15C. DATE SIGNED	16C. DATE SIGNED <b>1-26-05</b>

2 AMENDMENT/MODIFICATION NO. <b>Five (5)</b>	3 EFFECTIVE DATE <b>03/22/04</b>	4 REQUISITION/PURCHASE REQ. NO.	5 PROJECT NO. <i>(If applicable)</i>
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6 ISSUED BY  <b>Tongass National Forest Federal Building, 648 Mission St. Ketchikan, AK 99901</b>	CODE	7 ADMINISTERED BY <i>(If other than Item 6)</i>	CODE	
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8 NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State, and ZIP Code)</i>  <b>Len Laurance PO Box 8800 Ketchikan, AK 99901</b>	(X)	9A. AMENDMENT OF SOLICITATION NO.
	<input type="checkbox"/>	9B. DATED <i>(SEE ITEM 11)</i>
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>53-0116-3-00567 SEDC Marketing</b>
		10B. DATED <i>(SEE ITEM 13)</i> <b>04/24/2003</b>

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
- or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*  
**CLK004 – 60%    DSK004—27%    IDP3TM—13%**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

- |                                     |  |
|-------------------------------------|--|
| (X)                                 | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
| <input type="checkbox"/>            |  |
| <input checked="" type="checkbox"/> | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation date, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| <input type="checkbox"/>            | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:   |
|                                     | D. OTHER <i>(Specify type of modification and authority)</i>   |

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible)*  
**Administrative Change Mod. No impact on Contractor.**  
  
**Correction to Mod. No. 4**

Deobligate FY03 funds in excess of **\$2,700.00** not \$2,500 as stated in Mod. 4. That is the amount owed the contractor for work completed but not yet billed for the months of August and September of 2003. Excess 03 funds to this contract were budgeted for incentives which were not paid during FY03.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i> <b>William Standley, Contracting Officer</b>
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA <i>/s/William Standley</i> <i>(Signature of Contracting Officer)</i>
	16C. DATE SIGNED <b>03/30/04</b>

AMENDMENT OF SOLICITATION MODIFICATION OF CONTRACT

1 AMENDMENT/MODIFICATION NO <b>Four (4)</b>	3 EFFECTIVE DATE <b>03/22/04</b>	4 REQUISITION/PURCHASE REQ. NO.	5 PROJECT NO. (If applicable)
6 ISSUED BY <b>Tongass National Forest Federal Building, 648 Mission St. Ketchikan, AK 99901</b>	CODE	7 ADMINISTERED BY (If other than Item 6)	CODE

8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)  <b>Len Laurance PO Box 8800 Ketchikan, AK 99901</b>	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>53-0116-3-00567 SEDC Marketing</b>
CODE	FACILITY CODE	10B. DATED (SEE ITEM 13) <b>04/24/2003</b>

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;

or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

CLK004 - 60% DSK004 - 27% IDP3TM - 13%

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

**Administrative Change Mod. No impact on Contractor.**

**Deobligate FY03 funds in excess of \$2,500.00. That is the amount owed the contractor for work completed but not yet billed for the months of August and September of 2003. Excess 03 funds to this contract were budgeted for incentives which were not paid during FY03.**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>William Standley, Contracting Officer</b>
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  <i>Is William Standley</i> (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED <b>03/22/04</b>

Mal 12/16

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE 53-0116-3-00567	PAGE OF PAGES 1 4
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2. AMENDMENT/MODIFICATION NO Three (3)	3. EFFECTIVE DATE 12/15/2003	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Ketchikan National Forest General Building, 648 Mission St. Ketchikan, AK 99901	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No Street, county, State and ZIP Code)  Len Laurance PO Box 8800 Ketchikan, AK 99901	(4)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. 53-0116-3-00567
		10B. DATED (SEE ITEM 13) 04/24/2003
9. GNS Number:	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Contractors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER: Specify type of modification and authority)

**IMPORTANT:** Contractor  is not,  is required to sign this document and return 2 originals to the issuing office with your bid.

DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The contract/order is modified to incorporate Central Contractor Registration (CCR) requirements as follows:

Added: FAR Clause 52.204-7, Central Contractor Registration, Alternate I (OCT 2003) - Attached

Deleted: FAR Clause 52.232-34, Payment by Electronic Funds Transfer – Other Than Central Contractor Registration (MAY 1999)

Added: FAR Clause 52.232-33, Payment by electronic Funds Transfer – Central Contractor Registration (OCT 2003) - Attached

In accordance with FAR 52.204-7(b)(2), the contractor shall enter in Block 8, above, its DUNS or DUNS +4 number. This will be verified by the Contracting Officer to verify that the Contractor is registered in the CCR database.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

14A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) William Standley
14B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED 12/15/03
(Signature of person authorized to sign)	By:

52.204-7 Central Contractor Registration – Alternate I (Oct 2003)

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

“Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record “Active”.

(b)(1) The Contractor shall be registered in the CCR database by **12/31/2003** [*Contracting Officer shall insert a date no later than December 31, 2003*]. The Contractor shall maintain registration during performance and through final payment of this contract.

(2) The Contractor shall enter, in the block with its name and address on the cover page of the SF 30, Amendment of solicitation/Modification of Contract, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the Contractor’s name and address exactly as stated in this contract. The DUNS number will be used by the Contracting Officer to verify that the Contractor is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government’s reliance on inaccurate or incomplete data.

To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

### **52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003)**

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the

Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)



2. AMENDMENT/MODIFICATION NO <b>Two (2)</b>	3. EFFECTIVE DATE <b>10/1/03</b>	4. REQUISITION/PURCHASE REQ NO	5. PROJECT NO. (If applicable)
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6. ISSUED BY <b>Tongass National Forest Federal Building, 648 Mission St. Ketchikan, AK 99901</b>	7. ADMINISTERED BY (If other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)  <b>Len Laurance PO Box 8800 Ketchikan, AK 99901</b>	(X)	9A. AMENDMENT OF SOLICITATION NO
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>53-0116-3-00567 SEDC Marketing</b>
		10B. DATED (SEE ITEM 13) <b>04/24/2003</b>

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;

or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**CLK004 - 60%    DSK004 - 27%    IDP3TM - 13%**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	(FAR 52.217-9) Option to Extend the Term of the Contract
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
**(SEE PAGE 2)**

**Option to extend term of contract.**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect	
15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>William Standley, Contracting Officer</b>
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED <b>09/8/03</b>
(Signature of person authorized to sign)	<i>Is/William Standley</i> (Signature of Contracting Officer)

DATE 9/8/03	FOREST Tongass National Forest	PROJECT NAME SEDC Marketing
MODIFICATION NUMBER 2	ORIGINAL CONTRACT AMOUNT \$12,250.00	CONTRACT NUMBER 53-0116-3-00567

Describe each modification identified by item number, location, etc., and state its purpose. On a separate sheet for internal use, give justification and estimate where applicable.

PROPOSED MODIFICATION	AMOUNT OF INCREASE (+) OR DECREASE (-)
-----------------------	---

Option Period is exercised extending the term of the contract to September 30, 2004 and increasing the quantities in accordance with the option pricing in the Schedule of Items for Option Period.

*Mod was electronically signed by CO William Standley on Sept. 8. Never sent to the Contractor as CO was awaiting RCA from project people who never sent one back to contracting even though requested to do so back in early September and as a result this fell through the cracks. An RCA was received in late December of 2003 after CO reviewed contract file for modifications.*

NET CHANGE THIS MODIFICATION		\$12,250.00			
CONTRACT AMOUNT PRIOR TO THIS MODIFICATION		\$22,348.00			
NEW CONTRACT TOTAL		\$34,598.00			
TOTAL CONTRACT TIME	DAYS INCREASED	DAYS DECREASED	NEW TOTAL CONTRACT TIME		
SUBMITTED	SIGNATURE	TITLE CONTRACTING OFFICER'S REPRESENTATIVE		DATE	
RECOMMENDED	SIGNATURE	TITLE		DATE	
RECOMMENDED	SIGNATURE	TITLE	FUNDS AVAIL.	MGT. CODE	DATE

AMENDMENT OF SOLICITATION

MODIFICATION OF CONTRACT

1. CO. 2. NO. CODE PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO <b>ONE (1)</b>	3. EFFECTIVE DATE <b>May 6, 2003</b>	4. REQUISITION/PURCHASE REQ NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY <b>Tongass National Forest Federal Building, 648 Mission St. Ketchikan, AK 99901</b>		7. ADMINISTERED BY (If other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)  <b>Len Laurance PO Box 8800 Ketchikan, AK 99901</b>	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>53-0116-3-00567</b>
	<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13) <b>April 24 2003</b>

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;

or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>FAR 52.212-4 Changes (Commercial Item)</b>
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
**(SEE PAGE 2)**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <b>Len Laurance</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>William Standley</b>
15B. CONTRACTOR/OFFEROR <i>(Signature)</i>	15C. DATE SIGNED <b>5/09/03</b>
16B. UNITED STATES OF AMERICA <i>(Signature)</i>	16C. DATE SIGNED <b>5/9/03</b>

DATE May 6, 2003	FOREST Tongass National Forest	PROJECT NAME SEDC Marketing
MODIFICATION NUMBER ONE (1)	ORIGINAL CONTRACT AMOUNT \$12,250.00 (Base Year amount)	CONTRACT NUMBER 53-0116-3-00567

Describe each modification identified by item number, location, etc., and state its purpose. On a separate sheet for internal use, give justification and estimate where applicable.

PROPOSED MODIFICATION	AMOUNT OF INCREASE (+) OR DECREASE (-)
-----------------------	---

Item No.	Description	Unit	Previous Qty	Change (+/-)	New Qty	Unit Price	Total
						Total	NO CHANGES IN \$\$

In the Schedule of Items, Item 4: Delete the "In" so that Item 4 reads, *Shore Excursion...Incentive*.

In the table, B.3 under Performance Standards: Insert below Marketing plans and actions documented; the statement, *New cruise line participation in the shore excursion program*.

In the Table B.3. under Performance Threshold add the following statement below "Marketing plans submitted:" *Up to three new cruise lines signed up with the shore excursion program and approved by the COR.*

In the Table B.5 under Performance Standards delete the last sentence in the column. Add the following:

*Recruit new cruise lines for the in-port interpretive programs.*

*Recruit new cruise lines for the shore excursions to include the Discovery Center.*

Throughout the contract eliminate all references to *in-shore excursions* and replace with *shore excursions*.

NET CHANGE THIS MODIFICATION	\$NONE
CONTRACT AMOUNT PRIOR TO THIS MODIFICATION	\$12,250.00
NEW CONTRACT TOTAL	\$12,250.00

TOTAL CONTRACT TIME Until September 30, 2003 for Base Year	DAYS INCREASED NONE	DAYS DECREASED NONE	NEW TOTAL CONTRACT TIME SAME
---	------------------------	------------------------	---------------------------------

SUBMITTED	SIGNATURE	TITLE			DATE
		CONTRACTING OFFICER'S REPRESENTATIVE			
RECOMMENDED	SIGNATURE	TITLE			DATE
RECOMMENDED	SIGNATURE	TITLE	FUNDS AVAIL.	MGT. CODE	DATE

United States  
Department of  
Agriculture  
Forest Service

# FOREST SERVICE CONTRACT



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Contract No. 53-0116-3-00567

Project: SEDC Marketing Services

Location: SEDC, Ketchikan, AK

Contractor: Len Laurance

PO Box 8800

Ketchikan, AK 99901

225-0244

Awarding Office: Tongass NF, Ketchikan, AK

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NO. <b>KTN-03-14</b>	PAGE 1 OF 1 of 38	
2. CONTRACT NO. <b>53-0116-3-00567</b>	3. AWARD/EFFECTIVE DATE <b>April 24, 2003</b>	4. ORDER NO.	5. SOLICITATION NO.	6. SOLICITATION ISSUE DATE <b>April 10, 2003</b>		
7. FOR SOLICITATION INFORMATION CALL	a. NAME <b>Bill Standley</b>		b. TELEPHONE NO. (No collect calls) <b>907-228-6242</b>	8. OFFER DUE DATE/LOCAL TIME <b>April 21, 2003</b>		
9. ISSUED BY <b>USDA Forest Service Tongass NF 648 Mission St Ketchikan, AK 99901</b>		CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE - 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS  <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(a) NAICS: 541613 SIZE STD: \$6 million		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS
15. DELIVER TO <b>SEDC</b>		CODE	16. ADMINISTERED BY <b>Same as block 9</b>		CODE	
17a. CONTRACTOR/OFFEROR <b>Len Laurance PO Box 8800 Ketchikan, AK 99901</b>		CODE	18a. PAYMENT WILL BE MADE BY <b>Same as block 9</b>		CODE	
TELEPHONE NO. <b>225-0244</b>		18b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	<b>Marketing Services for Southeast Alaska Discovery Center</b>  <b>Contract subject to two option years.</b>  <i>(Attach Additional Sheets as Necessary)</i>			See schedule of Items attached		
25. ACCOUNTING AND APPROPRIATION DATA <b>DSK004 - 52% CLK004 - 25% IDP3TM - 23%</b>				26. TOTAL AWARD AMOUNT (For Govt. Use Only) <b>\$12,250.00 (first year only)</b>		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>			29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS. <input checked="" type="checkbox"/>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) <b>Len Laurance, President</b>		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) <b>William Standley</b>		31c. DATE SIGNED <b>4/24/03</b>	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED			33. SHIP NUMBER <input type="checkbox"/> PARTIAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE		32c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE FINAL <input type="checkbox"/> PARTIAL <input type="checkbox"/>		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			38. S/R ACCOUNT NO	39. S/R VOUCHER NO.	40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (Print)			
			42b. RECEIVED AT (Location)			
			42c. DATE REC'D (YYMM/DD)	42d. TOTAL CONTAINERS		

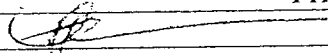
**BASE YEAR SECTION B SCHEDULE OF ITEMS**

**Marketing Services for Southeast Alaska Discovery Center**

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	Monthly Marketing Services May 1, 2003 – September 30, 2003	5	Month	<u>\$1,350.00</u>	<u>\$6,750.00</u>
2	*Visitation Incentive 2003	1	Lump Sum	\$2,000.00	Not to Exceed \$2,000.00
3	*Revenue Incentive 2003	1	Lump Sum	\$2,000.00	Not to Exceed \$2,000.00
4	* <del>Shore</del> Shore Excursion Sign-up Incentive 2003	3	Lump Sum	\$500.00	Not to Exceed \$1,500.00

TOTAL \$12,250.00

**Prices Submitted By:**

Signature: 	Phone: 225-0244
Vendor Name: Len Laurance	Fax: 225-2379
Address: P.O. Box 8800	Email: l.laurance@att.net
Ketchikan	
AK 99901	

\*See B.7.1 Payment and Incentives.

The Government will make a contractor selection based on the responsible quoter whose quote, conforming to the solicitation, will be most advantageous to the Government, price, experience, past performance considered. Experience and past performance are considered slightly less significant to price. The quoter is expected to submit a resume outlining past jobs and experience related to this type of work. Please also provide contact names and current telephone numbers of past job and experience reference firms or persons. The quoter should also provide a telephone number where they can be reached should there be any additional questions.

OPTION YEAR 1 SECTION B SCHEDULE OF ITEMS

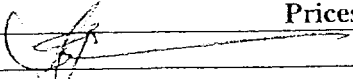
Marketing Services for Southeast Alaska Discovery Center

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	Monthly Marketing Services October 1, 2003 – September 30, 2004	12	Month	\$ <u>1,404.00</u>	\$ <u>16,848.00</u>
2	*Visitation Incentive 2004	1	Lump Sum	\$2,000.00	Not to Exceed \$2,000.00
3	*Revenue Incentive 2004	1	Lump Sum	\$2,000.00	Not to Exceed \$2,000.00
4	*In-Shore Excursion Sign-up Incentive 2004	3	Each	\$500.00	Not to Exceed \$1,500.00

TOTAL \$ 22,348.00

\*See B.7.1 Payment and Incentives

Prices Submitted By:

Signature: 	Phone: 225-0244
Vendor Name: Len Laurance	Fax: 225-2379
Address: P.O. Box 8800	Email: l.laurance@att.net
Ketchikan	
AK 99901	



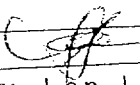
OPTION YEAR 2 SECTION B SCHEDULE OF ITEMS

Marketing Services for Southeast Alaska Discovery Center

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	Monthly Marketing Services October 1, 2004 – September 30, 2005	12	Month	\$1,460.00	\$17,520.00
2	*Visitation Incentive 2005	1	Lump Sum	\$2,000.00	Not to Exceed \$2,000.00
3	*Revenue Incentive 2005	1	Lump Sum	\$2,000.00	Not to Exceed \$2,000.00
4	*In-Shore Excursion Sign-up Incentive 2005	3	Each	\$500.00	Not to Exceed \$1,500.00
TOTAL					\$23,020.00

\*See B.7.1 Payment and Incentives

Prices Submitted By:

Signature: 	Phone: 225-0244
Vendor Name: Len Laurance	Fax: 225-2379
Address: P.O. Box 8800	Email: l.laurance@att.net
Ketchikan	
AK 99901	

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## SECTION B PROJECT WORK STATEMENT

### B.1 GENERAL SCOPE OF WORK

The Contractor shall supply all labor, supervision, equipment, supplies, and services necessary to perform marketing services for the Southeast Alaska Discover Center in Ketchikan, AK. This contract will run from date of award through September 30, 2003 with two option years (See C.4 52.217-9 Option to Extend the Term of the Contract).

### B.2 PERFORMANCE WORK STATEMENT TASKS

#### B.2.1 Increase Visitation and Revenue

Increasing summer visitation at the Southeast Alaska Discovery Center is a primary goal of the marketing contract. To that end, the contractor shall:

1. Make regular contact with all visiting cruise lines and tour companies serving Ketchikan, soliciting their support in bring visitors to the Southeast Alaska Discovery Center.
2. Prepare a strategic plan illustrating how the inclusion of the Discovery Center in shore tours would enhance cruise lines' and tour companies' customers' experience in southeast Alaska. Suggest advertising techniques or incentives aimed at including the Discovery Center in their pre-sold tours.
3. Pursue ways of increasing funds generated by pre-sold passes.
4. Pursuing avenues of marketing that will heighten people's awareness of the Center's programs, various exhibits, and resources; thus, increasing the desire to discover more information on Alaska public lands, its people, and their culture.

#### B.2.2 Represent and Promote a Positive Image of the Discovery Center

1. Represent the Discovery Center at visitor industry conferences and meetings; such as the Ketchikan Visitors Bureau, SE Alaska Tourism Council, and the Alaska Tourism Industry Association.
2. Increase positive image of the Discovery Center in the local community and tourism industry.

### B.2.3 Enhance Forest Interpretive, Education and Partnership Opportunities

The contractor shall enhance opportunities for the above by:

1. Working with the Center and Tongass NF representatives, in Ketchikan, on a partnership with the cruise lines on an in-port interpretive and educational program.
2. Cultivating existing programs, exploring additional opportunities such as, but not limited to, an on-board interpretive and educational program along the Inside Passage.
3. Working with Tongass NF representatives to develop and implement new strategies to build partnerships focused on marketing Tongass resources and opportunities, including the Tongass Foundation.

**B.3 Increase Summer and Off-Season Visitation & Revenue Quality Assurance and Monitoring Plan**

Performance Work Statement Tasks	Performance Standards	Monitoring Method	Performance Threshold
B.2.1	<p>Visitor baseline numbers for between May and September 2003 is <b>52,300</b>.                      Visitor baseline numbers for between October 2003 and April of 2004 is <b>4,300</b>                      Revenue baseline dollar amount between May and September of 2003 is <b>\$149,000</b>                      Revenue baseline dollar amount between October 2003 and April of 2004 is <b>\$1,000</b>.                      Contacts established with all cruise lines and tour companies serving Ketchikan.                      Strategic Plan submitted by end of 2003 calendar year                      Marketing plans and actions documented.</p>	<p>Visitor counts and Revenue counts utilizing daily cash register tapes.                      COR review of Contractor monthly progress reports.                      COR review of Strategic Plan.</p>	<p>Visitor counts met or exceeded.                      Revenue dollars met or exceeded.                      Strategic plan submitted.                      Marketing plans submitted.</p>

*INSERT Shore Excursions*

**B.4 Represent and Promote a Positive Image of the Discovery Center Quality Assurance and Surveillance Plan**

Performance Work Statement Tasks	Performance Standards	Monitoring Method	Performance Threshold
B.2.2	Represent the Discovery Center at meetings and events while promoting a positive image of the Center.	COR review of Contractor monthly progress reports. Public and industry feedback about Discovery Center.	Key meetings attended. Maintain or increase positive public and industry feedback about Discovery Center.

B.5 Enhance Forest Interpretive, Education and Partnership Opportunities Quality Assurance and Surveillance Plan

Performance Work Statement Tasks	Performance Standards	Monitoring Method	Performance Threshold
B.2.3	<p>Recruit community groups and organizations to use the Center.                      Work with USFS representatives on the Tongass Foundation                      Recruit cruise companies to form a partnership with the USFS to host a shipboard interpretive program.                      Coordinate in-port interpretive programs with the Discovery Center and Princess Cruise lines.                      Recruit new cruise lines for in-port interpretive programs, and for shore excursions to include the Discovery Center.</p>	COR review of Contractor monthly progress reports.	New user groups utilizing the center for events. Documented records of activity and signed partnerships.

Recruit new cruise lines  
 for shore excursions to include the Discovery Center

## B.6 PROGRESS REPORTING (AGAR 452.237-76) (FEB 1988)

On a weekly basis, the Contractor shall make verbal contact with the COR to share pertinent meeting notes, strategy accomplishments or possible suggestions that need discussion.

On a monthly basis, the Contractor shall submit a progress report covering work accomplished during that period of the contract performance; and, will communicate at least monthly with the Tongass National Forest representative designated for the Tongass Foundation on progress made and activities planned for the future. The progress report shall be brief and factual and shall be prepared in accordance with the following format:

(a) A cover page containing:

- (1) Contract number and title;
- (2) Type of report, sequence number of report, and period of performance being reported;
- (3) Contractor's name and address;
- (4) Author(s); and
- (5) Date of report.

(b) SECTION I – An introduction covering the purpose and scope of the contract effort. This shall be limited to one paragraph in all but the first month's narrative.

(c) SECTION II – A description of overall progress plus a separate description of each task or other logical segment of work on which effort was expended during the report period. The description shall include notes on weekly verbal contacts with Center and Tongass NF representatives, any written documentation between the contractor and potential partners, minutes/notes taken at the local marketing meeting, and pertinent data and/or graphs in sufficient detail to explain any significant results achieved. This report will be included with the monthly invoice statement to the COR with a copy to the Discovery Center representative or Center Director.

(d) SECTION III – A description of current technical or substantive performance, and any problem(s), which may impede performance along with proposed corrective action.

(e) SECTION IV – A planning schedule shall be inserted with the first progress report for all assigned tasks required under the contract, along with the estimated starting and completion dates for each task. The planning schedule shall be updated and submitted with each subsequent technical progress report, including an explanation of any difference between actual progress and planned progress, why the differences have occurred, and—if behind planned progress—what corrective steps are planned.



## **B.7 INSPECTION , PAYMENT, INCENTIVES and PERFORMANCE PERIOD**

The COR will monitor the Contractor's work within the parameters of the Quality Assurance and Surveillance Plans.

Inspection and acceptance will be based on C.1 52.212-4 Contract Terms and Conditions- Commercial Items (a) and supplemented by specifications in B.7.1.

### **B.7.1 Payment and Incentives**

Upon acceptance of the monthly progress report, the Government will pay on a monthly and per job basis as stated in the schedule of items.

Incentive payments applied from visitation and revenue counts will be determined after the September, 30 2003, 2004, and 2005 summer visitation season is over. Off-season visitation and revenue incentives will be made after the April 30<sup>th</sup>, 2004 and 2005 count time ends. New cruise line partnerships for participating in the in-shore excursions at the Discovery Center will be paid the month following the confirmed partnership.

Incentive Payment Schedule:

1. For increases over previous years visitation with the base line being 52,300 for summer and 4,300 for off-season, the Contractor will earn an incentive of one-hundred-twenty-five dollars per one-thousand people for a maximum incentive amount of two-thousand dollars per contract year.
2. For increases over previous years revenue, the Contractor shall earn five dollars per every one-hundred dollars increase in revenue for a maximum incentive amount of two-thousand dollars per contract year.
3. For each new cruise line that participates in the in-shore excursion programs the Contractor shall earn five-hundred dollars with a maximum incentive amount of one-thousand-five-hundred dollars per contract year.

### **B.7.2 Establishment of Visitor and Revenue Counts Baselines for Option Years**

Should an option year be utilized, baseline numbers for both visitor and revenue counts will be re-established using the previous years numbers for visitor count and revenue.

### **B.7.3 Performance Period**

The performance period will be from award of contract through September 30, 2003. Option years, if utilized would be two for one year each beginning on October 1<sup>st</sup> and through September 30<sup>th</sup>.

### **B.7.4 Visitor and Revenue Counts**

Visitor and Revenue counts will be confirmed by totaling cash register tapes. The Government will give count data of revenue and visitors to the Contractor on a monthly basis. The Contractor may request access to these records by giving at least a two day notice to the COR.

## SECTION C CONTRACT TERMS AND CONDITIONS

### C.1 52.212-4 Contract Terms and Conditions-Commercial Items (Feb 2002).

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and  
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Government-wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1. Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

- (n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
- (1) The schedule of supplies/services.
  - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
  - (3) The clause at 52.212-5.
  - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
  - (5) Solicitation provisions if this is a solicitation.
  - (6) Other paragraphs of this clause.
  - (7) The Standard Form 1449.
  - (8) Other documents, exhibits, and attachments.
  - (9) The specification.

C.2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders- Commercial Items (May 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

(4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I to 52.219-5.

(iii) Alternate II to 52.219-5.

(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).

(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I of 52.219-23.

(9) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(10) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

(12) 52.222-26, Equal Opportunity (E.O. 11246).

(13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212)

(14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

(15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

(16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O. 13126).

(17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

(18) 52.225-1, Buy American Act-Supplies (41 U.S.C. 10a - 10d).

(19)(i) 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

(ii) Alternate I of 52.225-3.

(iii) Alternate II of 52.225-3.

(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

\_\_\_ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

\_\_\_ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

\_\_\_ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

\_\_\_ (24) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).

\_\_\_ (25) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (31 U.S.C. 3332).

\_\_\_ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

\_\_\_ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

\_\_\_ (28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

\_\_\_ (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

X (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as

may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).

### **C.3 52.217-5 Evaluation of Options.**

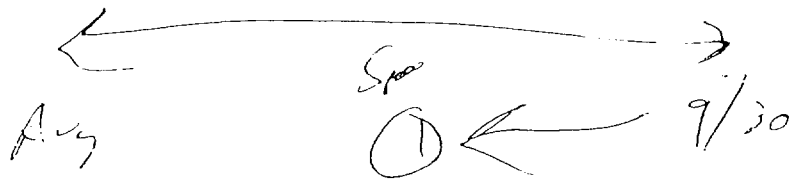
Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

### **C.4 52.217-9 Option to Extend the Term of the Contract. (March 200)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 2 and one-half years or beyond September 30, 2005.

SECTION D EXHIBITS AND ATTACHMENTS

D.1 Service Contract Act Wage Determination, Number 94-2017 AK





Service Contract Act Wage Determination

94-2017 AK, STATEWIDE 06/04/02

\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*

WASHINGTON D.C. 20210

Wage Determination No.: 1994-2017

William W. Gross  
Director

Division of  
Wage Determinations

Revision No.: 27

Date Of Last Revision: 05/28/2002

State: Alaska

Area: Alaska Statewide

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	12.25
Accounting Clerk II	12.69
Accounting Clerk III	16.97
Accounting Clerk IV	19.02
Court Reporter	17.07
Dispatcher, Motor Vehicle	17.07
Document Preparation Clerk	15.39
Duplicating Machine Operator	13.38
Film/Tape Librarian	15.27
General Clerk I	12.14
General Clerk II	14.64
General Clerk III	15.39
General Clerk IV	17.32
Housing Referral Assistant	18.57
Key Entry Operator I	11.36
Key Entry Operator II	17.14
Messenger (Courier)	12.33
Order Clerk I	13.64
Order Clerk II	15.39
Personnel Assistant (Employment) I	15.35
Personnel Assistant (Employment) II	17.25
Personnel Assistant (Employment) III	19.28
Personnel Assistant (Employment) IV	22.38
Production Control Clerk	19.49
Rental Clerk	15.27
Scheduler, Maintenance	15.27
Secretary I	16.01
Secretary II	17.92

Secretary III	18.57
Secretary IV	20.88
Secretary V	22.76
Service Order Dispatcher	15.27
Stenographer I	13.59
Stenographer II	15.27
Supply Technician	20.19
Survey Worker (Interviewer)	17.07
Switchboard Operator-Receptionist	12.54
Test Examiner	17.07
Test Proctor	17.07
Travel Clerk I	12.59
Travel Clerk II	13.89
Travel Clerk III	15.34
Word Processor I	13.66
Word Processor II	15.44
Word Processor III	16.71
Automatic Data Processing Occupations	
Computer Data Librarian	16.45
Computer Operator I	16.09
Computer Operator II	17.14
Computer Operator III	24.42
Computer Operator IV	25.98
Computer Operator V	27.62
Computer Programmer I (1)	19.44
Computer Programmer II (1)	24.04
Computer Programmer III (1)	27.00
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	27.62
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	15.14
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	22.47
Automotive Glass Installer	20.51
Automotive Worker	20.51
Electrician, Automotive	22.17
Mobile Equipment Servicer	18.40
Motor Equipment Metal Mechanic	22.47
Motor Equipment Metal Worker	20.51
Motor Vehicle Mechanic	22.47
Motor Vehicle Mechanic Helper	17.38
Motor Vehicle Upholstery Worker	20.51
Motor Vehicle Wrecker	20.51
Painter, Automotive	21.44
Radiator Repair Specialist	20.51
Tire Repairer	17.78
Transmission Repair Specialist	22.47
Food Preparation and Service Occupations	
Baker	14.50
Cook I	12.82

Cook II	14.72	
Dishwasher	10.16	
Food Service Worker	9.80	
Meat Cutter	14.50	
Waiter/Waitress	10.83	
Furniture Maintenance and Repair Occupations		
Electrostatic Spray Painter	21.44	
Furniture Handler	15.78	
Furniture Refinisher	21.44	
Furniture Refinisher Helper	17.38	
Furniture Repairer, Minor	19.42	
Upholsterer	21.44	
General Services and Support Occupations		
Cleaner, Vehicles	9.80	
Elevator Operator	11.07	
Gardener	15.93	
House Keeping Aid I	10.58	
House Keeping Aid II	11.87	
Janitor	11.07	
Laborer, Grounds Maintenance	13.26	
Maid or Houseman	10.19	
Pest Controller	15.39	
Refuse Collector	12.96	
Tractor Operator	15.03	
Window Cleaner	12.23	
Health Occupations		
Dental Assistant	15.88	
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver		19.48
Licensed Practical Nurse I	12.63	
Licensed Practical Nurse II	14.19	
Licensed Practical Nurse III	15.88	
Medical Assistant	14.19	
Medical Laboratory Technician	14.19	
Medical Record Clerk	14.19	
Medical Record Technician	14.87	
Nursing Assistant I	9.22	
Nursing Assistant II	10.37	
Nursing Assistant III	11.30	
Nursing Assistant IV	12.71	
Pharmacy Technician	13.37	
Phlebotomist	15.51	
Registered Nurse I	19.65	
Registered Nurse II	24.05	
Registered Nurse II, Specialist	24.05	
Registered Nurse III	29.10	
Registered Nurse III, Anesthetist	29.10	
Registered Nurse IV	34.88	
Information and Arts Occupations		
Audiovisual Librarian	23.84	
Exhibits Specialist I	21.09	
Exhibits Specialist II	25.29	

Exhibits Specialist III	30.90	
Illustrator I	21.09	
Illustrator II	25.29	
Illustrator III	30.90	
Librarian	22.61	
Library Technician	19.63	
Photographer I	16.79	
Photographer II	21.09	
Photographer III	21.99	
Photographer IV	26.87	
Photographer V	28.25	
Laundry, Dry Cleaning, Pressing and Related Occupations		
Assembler	8.89	
Counter Attendant	8.89	
Dry Cleaner	11.79	
Finisher, Flatwork, Machine	8.89	
Presser, Hand	8.89	
Presser, Machine, Drycleaning	8.89	
Presser, Machine, Shirts	8.89	
Presser, Machine, Wearing Apparel, Laundry	8.89	8.89
Sewing Machine Operator	13.01	
Tailor	14.50	
Washer, Machine	9.81	
Machine Tool Operation and Repair Occupations		
Machine-Tool Operator (Toolroom)	21.48	
Tool and Die Maker	25.55	
Material Handling and Packing Occupations		
Forklift Operator	17.80	
Fuel Distribution System Operator	21.98	
Material Coordinator	20.52	
Material Expediter	20.52	
Material Handling Laborer	16.29	
Order Filler	13.82	
Production Line Worker (Food Processing)	17.67	
Shipping Packer	15.90	
Shipping/Receiving Clerk	17.20	
Stock Clerk (Shelf Stocker; Store Worker II)	17.05	
Store Worker I	13.66	
Tools and Parts Attendant	17.67	
Warehouse Specialist	17.67	
Mechanics and Maintenance and Repair Occupations		
Aircraft Mechanic	22.18	
Aircraft Mechanic Helper	17.38	
Aircraft Quality Control Inspector	23.48	
Aircraft Servicer	19.42	
Aircraft Worker	20.43	
Appliance Mechanic	21.45	
Bicycle Repairer	17.78	
Cable Splicer	30.48	
Carpenter, Maintenance	21.45	
Carpet Layer	20.43	

Electrician, Maintenance	28.07	
Electronics Technician, Maintenance I	21.21	
Electronics Technician, Maintenance II	30.22	
Electronics Technician, Maintenance III	32.77	
Fabric Worker	19.42	
Fire Alarm System Mechanic	22.47	
Fire Extinguisher Repairer	19.16	
Fuel Distribution System Mechanic	25.84	
General Maintenance Worker	20.43	
Heating, Refrigeration and Air Conditioning Mechanic		22.47
Heavy Equipment Mechanic	23.40	
Heavy Equipment Operator	25.83	
Instrument Mechanic	24.04	
Laborer	13.51	
Locksmith	21.45	
Machinery Maintenance Mechanic		23.78
Machinist, Maintenance	23.08	
Maintenance Trades Helper	17.38	
Millwright	22.47	
Office Appliance Repairer	21.45	
Painter, Aircraft	21.45	
Painter, Maintenance	21.45	
Pipefitter, Maintenance	29.01	
Plumber, Maintenance	27.69	
Pneudraulic Systems Mechanic	22.47	
Rigger	22.47	
Scale Mechanic	20.43	
Sheet-Metal Worker, Maintenance		25.83
Small Engine Mechanic	20.43	
Telecommunication Mechanic I	23.63	
Telecommunication Mechanic II	27.00	
Telephone Lineman	23.63	
Welder, Combination, Maintenance		22.47
Well Driller	22.47	
Woodcraft Worker	22.47	
Woodworker	20.12	
Miscellaneous Occupations		
Animal Caretaker	11.22	
Carnival Equipment Operator	13.71	
Carnival Equipment Repairer	14.54	
Carnival Worker	11.27	
Cashier	11.70	
Desk Clerk	14.09	
Embalmer	18.71	
Lifeguard	11.11	
Mortician	18.71	
Park Attendant (Aide)	13.94	
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)		11.11
Recreation Specialist	22.53	
Recycling Worker	18.43	
Sales Clerk	12.18	

School Crossing Guard (Crosswalk Attendant)		11.62
Sport Official	11.11	
Survey Party Chief (Chief of Party)		24.04
Surveying Aide	21.85	
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)		16.00
Swimming Pool Operator	14.95	
Vending Machine Attendant	12.77	
Vending Machine Repairer	14.95	
Vending Machine Repairer Helper	12.77	
Personal Needs Occupations		
Child Care Attendant	12.47	
Child Care Center Clerk	15.54	
Chore Aid	11.26	
Homemaker	18.94	
Plant and System Operation Occupations		
Boiler Tender	25.23	
Sewage Plant Operator	22.25	
Stationary Engineer	25.23	
Ventilation Equipment Tender	17.38	
Water Treatment Plant Operator	21.45	
Protective Service Occupations		
Alarm Monitor	14.83	
Corrections Officer	24.74	
Court Security Officer	23.89	
Detention Officer	24.74	
Firefighter	20.42	
Guard I	11.57	
Guard II	14.19	
Police Officer	29.17	
Stevedoring/Longshoremen Occupations		
Blocker and Bracer	20.84	
Hatch Tender	20.84	
Line Handler	20.84	
Stevedore I	22.75	
Stevedore II	25.19	
Technical Occupations		
Air Traffic Control Specialist, Center (2)	28.21	
Air Traffic Control Specialist, Station (2)	19.46	
Air Traffic Control Specialist, Terminal (2)	21.43	
Archeological Technician I	18.22	
Archeological Technician II	20.48	
Archeological Technician III	25.29	
Cartographic Technician	26.77	
Civil Engineering Technician	24.04	
Computer Based Training (CBT) Specialist/ Instructor		30.74
Drafter I	17.72	
Drafter II	21.97	
Drafter III	27.28	
Drafter IV	28.75	
Engineering Technician I	20.52	
Engineering Technician II	25.40	

Engineering Technician III	28.07	
Engineering Technician IV	29.27	
Engineering Technician V	31.27	
Engineering Technician VI	37.59	
Environmental Technician	18.56	
Flight Simulator/Instructor (Pilot)	32.14	
Graphic Artist	25.25	
Instructor	22.59	
Laboratory Technician	19.99	
Mathematical Technician	25.29	
Paralegal/Legal Assistant I	20.48	
Paralegal/Legal Assistant II	24.17	
Paralegal/Legal Assistant III	29.56	
Paralegal/Legal Assistant IV	36.24	
Photooptics Technician	21.99	
Technical Writer	27.13	
Unexploded (UXO) Safety Escort	17.93	
Unexploded (UXO) Sweep Personnel	17.93	
Unexploded Ordnance (UXO) Technician I	17.93	
Unexploded Ordnance (UXO) Technician II	22.42	
Unexploded Ordnance (UXO) Technician III	26.01	
Weather Observer, Combined Upper Air and Surface Programs (3)	17.35	17.35
Weather Observer, Senior (3)	24.29	
Weather Observer, Upper Air (3)	17.35	
Transportation/ Mobile Equipment Operation Occupations		
Bus Driver	18.80	
Parking and Lot Attendant	13.19	
Shuttle Bus Driver	17.68	
Taxi Driver	15.74	
Truckdriver, Heavy Truck	20.37	
Truckdriver, Light Truck	16.94	
Truckdriver, Medium Truck	18.36	
Truckdriver, Tractor-Trailer	20.41	

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may

substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, drying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the



hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}**

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.