

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			RATING		PAGE OF PAGES 1 40			
2. CONTRACT NUMBER		3. SOLICITATION NUMBER LC06R7800		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 04/05/05		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY CODE				8. ADDRESS OFFER TO (If other than Item 7)							
The Library of Congress OCGM/FEDLINK Contracts 101 Independence Avenue, SE Washington, DC 20540-9414											
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"											
SOLICITATION											
9. Sealed offers in <u>original and copies</u> for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>see Section L.5*</u> until ___ local time <u>OPEN</u> .											
CAUTION—LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME Vanessa Fox, Contract Specialist			B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 707-0405			C. E-MAIL ADDRESS vfox@loc.gov			
11. TABLE OF CONTENTS											
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OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS %		20 CALENDAR DAYS %		30 CALENDAR DAYS %		CALENDAR DAYS %			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):			AMENDMENT NO.		DATE		AMENDMENT NO.		DATE		
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY			16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			17. SIGNATURE		18. OFFER DATE				
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION						
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM			
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE							
26. NAME OF CONTRACTING OFFICER (Type or print)					27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE			
IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.											

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FEDLINK OCLC NETWORK TRAINING SERVICES

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PART I - THE SCHEDULE

Prices are firm and not subject to increase for each fiscal year performance period under this Basic Ordering Agreement (BOA).

FEDLINK customers may sign basic software and database license agreements; however, terms and conditions of this BOA, federal law, and the Federal Acquisition Regulation (FAR) take precedence.

Prices, services, terms and conditions found in catalogs or brochures do not apply to the extent that they modify or conflict with the prices, services, terms and conditions of this contract.

All goods and services acquired through FEDLINK are for official government use only. It is the customer agency's responsibility to ensure that its employees (and contractors) are aware of and follow agency rules for using and safeguarding personally identifiable information - including information accessed through commercial databases.

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS CONTRACTOR COST PROPOSAL

CLIN	SUPPLIES/SERVICES	Quantity	Unit	Unit Price	Amount
B.1.	LOT 1 – REQUIRED TRAINING SERVICES				
0001.1	Classes in core OCLC subject areas (access, searching, cataloging, interlibrary loan, reference)				
0001.2	Other training services in core OCLC areas				
0001.3	Discount for FEDLINK members				
B.2.	LOT 2 – OPTIONAL TRAINING SERVICES				
0002.1	Onsite training at member facilities				
0002.2	Travel to member facilities – actual costs in accordance with FAR 31.205-46 A. Transportation (air fare, car rental, etc.) B. Lodging C. Per diem D. Incidentals (regular class transportation, lodging, per diem and incidentals at rates not to exceed Government standards)				
0002.3	Other Regular classes, workshops, special events				
0002.4	Network publications				
0002.5	Other Training services (i.e. Continuing education, Certification, Programs, etc.)				
	Discount for FEDLINK members				

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SECTION C - STATEMENT OF WORK

C.1. BACKGROUND.

C.1.1. The FEDLINK Program. The Federal Library and Information Network (FEDLINK) is a nationwide interagency consortium sponsored by the Library of Congress (LC or the Library) through its Federal Library and Information Center Committee (FLICC). FEDLINK offers federal libraries, information centers and other federal offices information retrieval and library support services to help them fulfill their crucial mission of keeping the Government and the nation informed. FEDLINK contracting for library services began in 1974 with a delegation of procurement authority (DPA) from the General Services Administration to LC. Both the Office of Management and Budget and the General Accounting Office encouraged the program's development and use by federal agencies. In many ways, FEDLINK's simplified contracting procedures and voluntary cooperative approach anticipated the federal procurement reforms of the 1990s. Although a DPA is no longer necessary for the program, the FEDLINK approach retains the benefits that come from centralization and experience.

C.1.2. Statutory Authority for the Program. As a federal revolving fund program authorized under the Library of Congress' Fiscal Operations Improvement Act, P.L. 106-481, section 103 (2 U.S.C. section 182c), the LC/FEDLINK program takes advantage of the Library of Congress' extensive knowledge of the information industry and library operations to establish contractual agreements for commercial library/information products and services and then makes these contracts available to other federal offices.

C.1.3. Eligibility to Use LC/FEDLINK Contract vehicles. LC/FEDLINK establishes Basic Ordering Agreements (BOA) and Indefinite Delivery Indefinite Quantity (IDIQ) Contracts which are available to federal offices in the executive branch (including the armed forces), the legislative branch, the judicial branch, and independent agencies. In addition, contractors to government agencies who are authorized by the terms of their agency contracts to use federal sources of supply are able to purchase through FEDLINK. Although LC/FEDLINK contracts meet the standards demanded by librarians and other information professionals, LC/FEDLINK users are not limited to libraries. Legal offices, laboratories and information centers, analyst, scientist and other end-users in federal agencies may acquire their electronic and print publications through FEDLINK. The federal agencies that are users of the LC/FEDLINK contracts are known as "members" of the FEDLINK cooperative.

C.1.4. FEDLINK Contracts. In FY05 federal offices bought more than \$95 million in commercial off-the-shelf information services through FEDLINK. LC/FEDLINK contractual vehicles are established through formal procurement processes that meet the requirements of the Federal Acquisition Regulation (FAR). The program's broad range of contracts includes: access to electronic databases and other publications; document delivery; subscription services for periodicals, newspapers, and other serials; acquisition of print materials from book wholesalers and publishers; and membership in bibliographic utilities (for cataloging, resource sharing, interlibrary loan, and reference services). FEDLINK thus offers its 1,000 participating member organizations "one stop shopping" for their information and library support requirements. By using the FEDLINK program, agencies with little experience with the information industry can take advantage of LC's expertise and save considerable time and expense in purchasing print and electronic publications and library services.

C.1.5. FEDLINK Services. FEDLINK also provides fiscal support to members of the cooperative. When establishing an interagency agreement (IAG) with LC to use FEDLINK services, the member agency may choose to transfer funds to LC to pay invoices for services ordered through the IAG. Under this "transfer pay" option, the contractor sends invoices to FEDLINK, where FEDLINK Fiscal Operations (FFO) staff examine them, pay the contractor electronically, and send the member a statement of account with copies of the paid contractor invoices. With transfer pay, the contractor only has to deal with one financial office and the member is relieved of the invoice processing workload. Terms for the transfer pay options information on delivery order/contracts and invoice procedures are described in Section G of this document.

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C.2. SCOPE OF WORK – OCLC NETWORK TRAINING SERVICES.

C.2.1. FEDLINK OCLC Network. The Library of Congress (the Library or LC) has established a contract with the OCLC Online Computer Library Center (OCLC) that enables federal libraries and information centers to become members of the OCLC consortium. The centerpiece of the OCLC consortium is the WorldCat online database of over 40 million bibliographic records created by member libraries. The database is essentially an electronic catalog of the holdings of libraries around the world. Federal libraries use the OCLC database and other OCLC bibliographic systems and services for cataloging, interlibrary loan, reference, acquisitions, and collection development work. Under the LC/OCLC agreement, the Library’s FEDLINK program serves as an “OCLC Affiliated Network” (Network) for federal libraries. As a Network, FEDLINK provides federal OCLC member libraries with: 1) a federal procurement vehicle and accounting service; 2) administrative and technical support; and 3) training in the proper use of OCLC online systems. OCLC has similar agreements with approximately 15 non-profit organizations throughout the country which serve as Networks for local academic, public, K-12 school, and corporate libraries. FEDLINK has approximately 800 OCLC member libraries, from every branch of the U.S. federal government, located in all 50 states and at U.S. facilities overseas. To serve them fully, FEDLINK requires the assistance of other OCLC Networks to provide training and technical support to libraries located in the Networks’ regional service areas.

C.2.2. Required Training Services. Other OCLC Network shall provide training in OCLC systems and products in the core service areas defined in standard OCLC/Network agreements, to include: OCLC communications and access methods; searching the OCLC WorldCat database, authority files, reference databases, and other files; performing copy cataloging, original cataloging, and interlibrary loan via the system; and administering OCLC services such as FirstSearch. Classes shall refer to current OCLC standards and documentation, use current OCLC software, and incorporate hands-on practice in live OCLC systems whenever possible. Training shall be conducted in the Network’s facilities, which shall be fully equipped to access OCLC systems. Instructors shall be familiar with OCLC systems and procedures, knowledgeable in the standards and practices of librarianship, and able to communicate effectively with students of different backgrounds and levels of expertise.

C.2.3. Optional Training Services. In addition to classes in the core OCLC service areas, the Network may offer to FEDLINK members any of the other classes, workshops, or special events the Network routinely offers its own members. The Network may also offer subscriptions to its newsletters or other training materials.

C.2.3.1. On-site training. In addition to training in its own facilities, the Network may also provide on-site training at member library locations, at host library sites or regional centers, and/or via distance learning technology. Travel costs shall be in accordance with Federal Acquisition Regulation (FAR) part 31.205-46. Travel costs shall be a pass-through of actual rates. Transportation costs shall not exceed commercial rates for regular class fare. Lodging and per diem costs shall not exceed the Government’s standard rates as published on the General Services Administration website at: <http://www.gsa.gov/federaltravelregulation>. Instructors shall be knowledgeable in the standards and practices of librarianship, computer science as applied to library and information services, or other relevant subject areas, and shall be able to communicate effectively with students of different backgrounds and levels of expertise.

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SECTION E - INSPECTION AND ACCEPTANCE

E.1. NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this Section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.246-2 INSPECTION OF SUPPLIES B FIXED PRICE (AUG 1996)

52.246-4 INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)

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SECTION F - DELIVERIES OR PERFORMANCE

F.1. NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.242-15 STOP-WORK ORDER (AUG 1989)
52.247-34 F.O.B. DESTINATION (NOV 1991)

F.2. PERIOD OF PERFORMANCE. The period of performance of this Basic Ordering Agreement (BOA) shall be from the date of award through September 30 of each fiscal year. The LC Contracting Officer shall provide written preliminary notice of intent to exercise an annual option at least 60 days prior to the expiration of the BOA. All option year pricing will be negotiated.

F.3. OPTION TO EXTEND THE TERM OF THE BASIC ORDERING AGREEMENT. The Library reserves the right to extend the term of this BOA with the mutual consent of the Contractor and as may be in the government's best interest. The contracting officer shall provide written preliminary notice of intent to extend the term of the BOA at least 60 days prior to the expiration of the BOA.

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SECTION G - CONTRACT ADMINISTRATION DATA

G.1 FEDLINK PROGRAM CONTRACT ADMINISTRATION

G.1.1. LC/FEDLINK Basic Ordering Agreements. The contractual vehicles issued as a result of this solicitation shall be Basic Ordering Agreements (BOA) pursuant to FAR 16.7. These shall be multi-agency contractual vehicles established in accordance with the Library of Congress (LC) Fiscal Operations Improvement Act, P.L. 106-481, Section 103 (2 U.S.C. § 182c.) Any federal agency may be authorized to place orders under this BOA in accordance with the terms and procedures described herein.

G.1.2. BOA Modifications.

G.1.2 (a) Constant Pricing and Discount. The vendor shall maintain constant pricing and discount schedules under this BOA for the period from date of award through September 30 of each fiscal year.

G.1.2 (b) Addition of Services and/or Changes to the BOA. For the life of the BOA, the vendor shall offer no services other than those specified herein unless specific application is made to LC/Contracts to modify this BOA to incorporate additional services and/or changes. Any new services or changes, which are approved by the LC Contracting Officer, shall be officially added to the BOA by modification. Requests for approval to modify the BOA shall be sent via email, fax, or hand carried to:

The Library of Congress
Office of Contracts & Grants Mgmt., FEDLINK Contracts Section
ATTN: Vanessa Fox, Contract Specialist
John Adams Bldg., Room LA-318
101 Independence Avenue, SE
Washington, DC 20540-9414
Fax #: 202-707-0485, Email: vfox@loc.gov

Overnight express mail (FedEx, UPS, USPS, DHL, etc) should be addressed as follows:

The Library of Congress, Contracts 20540-9414
9140 East Hampton Drive
Capital Heights, MD 20743

ATTN: Vanessa Fox, FEDLINK Contracts, LA-318

G.1.3. Correspondence with FEDLINK Customers. Vendor correspondence, announcements, notification of offering, etc. that reference services offered through the LC/FEDLINK Program must be submitted to LC/FEDLINK for approval. Submit correspondence, prior to release, for approval via email or fax to:

The Library of Congress
FEDLINK Fiscal Operations
ATTN: James Oliver, Vendor Services Coordinator
John Adams Bldg., Room LA-224
101 Independence Ave., SE
Washington, D.C. 20540-4935
Fax #: 202-707-4999, Email: joli@loc.gov

Overnight express mail (FedEx, UPS, USPS, DHL, etc) should be addressed as follows:

The Library of Congress, FLICC/FEDLINK 20540-4935
9140 East Hampton Drive
Capital Heights, MD 20743

ATTN: James Oliver, FEDLINK Fiscal Operations, Room LA-224

G.2. CUSTOMER USE OF FEDLINK CONTRACTS. The FEDLINK program provides both contracting and

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accounting support to federal agencies and organizations authorized to use federal sources of supply. LC/FEDLINK charges customers a fee for participating in FEDLINK.

G.2.1. Ordering Procedures. Customers shall review all products and services offered and shall determine which products and services best meets the customer agency’s requirements for each delivery order in accordance with FAR 16.505 and 16.703. Customers shall evaluate offerings based upon the criteria established in this document. All BOA holders will be provided fair opportunity for consideration for each order exceeding \$2,500.

G.2.2. FEDLINK Service Options. LC/FEDLINK offers customers only one service option for FEDLINK Network Training Services:

G.2.2.1. Transfer-Pay. Under the transfer pay option, a customer transfers both FEDLINK administrative fees and estimated annual service dollars to LC via a signed interagency agreement or other LC-approved customer agency document authorizing the transfer of funds to LC. On behalf of the customer, LC/Contracts issues a delivery order to the vendor in the amount specified on the interagency agreement or funds transfer document. After receiving the delivery order, the vendor provides service to the customer and submits the customer's invoices to FEDLINK. FEDLINK reviews the invoices, rejects improper ones, and pays acceptable ones from the customer's account. FEDLINK sends the customer copies of rejected invoices, copies of all paid invoices, and a regular account statement. The customer reviews the invoices and reports any irregularities to FEDLINK, who resolves them with the vendor. Transfer pay processes are described in detail in section G.3.

G.3. TRANSFER-PAY PROCEDURES AND REQUIREMENTS

G.3.1. Registration. Customers indicate their intent to use LC/FEDLINK contract vehicles by completing the online registration form on the FEDLINK website at www.loc.gov/flicc, indicate how they intend to transfer service dollars to LC, and establish the funding level for their services by submitting an annual FEDLINK registration form. Prospective customers may register any time during the fiscal year until a cutoff date specified by FEDLINK.

G.3.2. Customer Agency Purchase Agreements. Customer agencies initiate purchase agreements with LC for services through the registration process. The purchase agreement with LC may be in the form of a purchase order, interagency agreement, MIPR, or any agency document authorizing the transfer of funds to the Library. To constitute valid agreements all such documents must be signed/accepted both by the agency and by LC/FEDLINK. After LC signs and returns the purchase agreement, LC Financial Services Directorate (LC/FSD) invoices the agency for the funds obligated to LC. The customer may also elect to use an alternative customer agency document to transfer or obligate funds to LC. LC/Contracts issues delivery orders to the vendors listed in the amounts specified on the purchase agreement or alternative customer agency authorizing document. Upon receipt of the delivery order the vendor may initiate service for the customer. Customers may request amendments to their purchase agreement orders during the year (until a cutoff date specified by FEDLINK), and thus may add or delete services and/or change funding levels. LC/Contracts issues delivery order modifications accordingly.

G.3.3. FEDLINK Delivery Orders. LC/Contracts issues a delivery order to the vendor for each FEDLINK customer using the vendor’s service in the transfer pay mode under the LC/FEDLINK BOA. LC/Contracts may also issue delivery order modifications that reflect amendments to customers’ purchase agreements - to change services or adjust funding levels. Upon receipt of the official LC delivery order, the vendor may begin service for the customer, under the terms of the current BOA. The vendor shall not begin, renew, cancel or convert to the LC/FEDLINK BOA, any service for any FEDLINK customer until a delivery order for that service, for the current fiscal year has been received. The vendor shall not provide services to the customer in excess of the “not to exceed” (NTE) dollar amount indicated on the original delivery order or as amended by any delivery order modification. The Government is not liable for services or products provided, which exceed the NTE dollar amount. Authority to provide service under an LC delivery order

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expires on September 30 of each fiscal year, unless specifically stated otherwise on the delivery order.

G.3.3. 1. Order Acceptance and Notification. The vendor shall inform FEDLINK Fiscal Operations (FFO) in writing of any account identification or user identification the vendor has assigned to the customer within a reasonable time from receipt of delivery orders from LC/Contracts. This notification confirms the Vendor's acceptance of the order under this BOA. Performance under any FEDLINK delivery order constitutes Vendor's acceptance of all BOA terms and conditions. Upon receiving the delivery order, the vendor shall contact the customer immediately to begin service. If the vendor questions an order, the questions shall be noted on the delivery order and the delivery order returned to LC/Contracts within ten (10) days. Customer identification shall be sent via fax or email to the following address:

The Library of Congress
 FEDLINK Fiscal Operations
 ATTN: James Oliver, Vendor Services Coordinator
 John Adams Bldg., Room LA-224
 101 Independence Ave., SE
 Washington, D.C. 20540-4935
 Fax #: 202-707-4999, Email: joli@loc.gov

G.3.3. 2. Customer Identification. FEDLINK assigns a unique four-character FEDLINK ID to each customer. After receiving the delivery order, **all** vendor correspondence and oral communications with FEDLINK regarding customers shall identify the customer by the FEDLINK ID and delivery order number for the customer as indicated on the delivery order. The vendor may also assign its own account numbers, user IDs or other identifiers to customers, but may not use these identifications instead of the FEDLINK ID.

G.3.4. FEDLINK Invoice Instructions. FEDLINK's transfer pay accounting service is intended to help FEDLINK customers manage the Government funds entrusted to them legally, efficiently, and effectively. FEDLINK simplifies processing and achieves economies of scale for both customers and vendors. However, with centralized, third party processing there can be delay in reporting to the customer. Therefore, it is important that the vendor cooperate with FFO to ensure that invoices, usage reports, credits, and refunds are submitted within 30 to 45 days and are complete and accurate.

G.3.4. 1. Invoice. An invoice is the vendor's bill or written request for payment under the delivery order for supplies delivered or services performed. The vendor shall prepare invoices and submit them to FFO for review and processing. FFO will forward approved invoices to LC/FSD for payment. All proper invoices (except summary invoices) and all detailed usage reports shall include the information specified below and be formatted as specified below. Invoices that do not meet these specifications are defective. FFO will reject them and return them to the vendor without payment. Invoices for products/services that exceed the funding level authorized on the delivery order will be rejected for insufficient funds and returned to the vendor without payment. FEDLINK will not make partial payments to accommodate customer funding levels. Rejected invoices will be accompanied by a form indicating the reason for rejection. The vendor shall promptly resubmit the invoice when the condition(s) causing the rejection have been corrected. All inquiries relating to FEDLINK vendor payments should be directed to:

FEDLINK Fiscal Operations
 ATTN: Invoice Processing
 Telephone: (202) 707-4900
 Fax: (202) 707-4927

G.3.5. Invoice Information. The vendor shall supply the following information on all invoices:

G.3.5.1. Invoice Data Elements.

- (1) Vendor identification:
- Name and address of the vendor.

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- LC/FEDLINK BOA Number.
 - Two-character FEDLINK Service ID assigned to the vendor.
 - Name and address of the vendor's official to whom payment is to be sent via Electronic Funds Transfer (EFT) (shall be the same as designated in the BOA).
 - Contact information for person to be notified in event of defective invoice.
- (2) Customer identification:
- FEDLINK ID
 - Name and address of agency using service
 - FEDLINK Delivery Order number.
- (3) Order information:
- Order date in mm/dd/yyyy format. Order date is the date the FEDLINK customer placed the order with the vendor.
 - Order number if applicable.
 - Invoice number. Invoice number should uniquely identify the invoice.
 - Invoice date in mm/dd/yyyy format.
 - Contract line item number, where practicable, or descriptive information sufficient to identify Schedule B item which corresponds to invoiced item.
 - Description, quantity, unit, unit price, and extended price of supplies delivered or services performed.
 - Discount applicable to individual FEDLINK customers, either by line item or against the invoice total, as appropriate.
 - Any prompt payment discount.
 - Any other information or documentation required by other specific requirements elsewhere in the BOA (such as evidence of shipment, receipt, or prepayment to publishers)
 - An invoice copy submitted as replacement for an original shall be certified as a duplicate original.

G.3.5. 2. Invoice Number. Individual invoices shall have unique numbers. Any invoice (including credit invoices) with a number that duplicates another invoice's number is defective and will be rejected.

G.3.5. 3. Fiscal Year of the Invoice. An invoice reflects individual items/services ordered by the customer in accordance with an authorized delivery order. The fiscal year to which an invoice must be charged is governed by the delivery order number, not by the vendor's invoice date. Thus, items ordered on September 30th against a current delivery order will be charged to the current fiscal year, even though they may not be delivered and invoiced until after the next fiscal year has begun. It is therefore extremely important that the delivery order number and order date be clearly identified on the invoice and that it correctly reflect the fiscal year with which the particular item orders are associated. Invoices for electronic subscriptions shall be clearly distinguishable from reports of usage under the subscription (for which no additional payment is due.) The vendor shall not combine charges from separate fiscal years on a single invoice.

G.3.5. 4. Discounts. Discounts earned by individual customers shall be calculated on the individual invoice or institution detail for the FEDLINK customer. FFO is not responsible for any recalculations to distribute discounts due individual customers. Prompt payment discount options approved in the Contract shall be specified on invoices. The option to take a prompt payment discount shall be exercised at the Government's option.

G.3.6. Invoice Types.

G.3.6. 1. Individual Invoices. The vendor shall supply a separate invoice for each FEDLINK customer as represented by a FEDLINK ID. The vendor shall clearly distinguish between an invoice for a subscription for which payment is due from a report of usage under the subscription (for which no payment is due.)

G.3.6. 2. Summary Invoices. The vendor may submit a summary invoice with line items for each FEDLINK

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customer. Summary invoices must be supported by customer-specific detail that enables FFO to review the charges and confirm the amount due from each customer and enables the customer to confirm that goods/services have been received and that the charges are accurate.

G.3.6. 3. Usage Detail. The vendor shall provide detailed information that allows the customer to track use of the vendor's system. Such data enables the customer to charge back to agency units for whom access is being administered centrally, to monitor activity levels under a subscription pricing arrangement, or otherwise to promote effective use of the vendor's products/services. This data shall be provided in computer-readable form or in print form as appropriate. Computer-readable usage data supplements, but does not replace, invoice information. FEDLINK is working towards electronic invoicing, with its attendant security requirements, as described below.

G.3.6. 4. Refunds, Credits or Other Adjustments. All invoice adjustments for transfer pay customers shall be processed through FFO. FFO shall determine whether a credit to the customer's account is acceptable or whether a refund is required. Where credits are acceptable, the vendor shall issue separate credit invoices for all accrued credit on an individual customer's account and shall indicate on the credit the information specified above, plus the following: reference to the original invoice number, original order date, description of credit, credit total. Invoice adjustments shall have a unique invoice number; the invoice number of the original invoice being adjusted shall not be re-used. Where refunds are required, the vendor shall promptly remit amounts due.

G.3.6. 5. Duplicate Invoices. The vendor shall certify that it has not already received payment for duplicate invoices submitted as replacements for original invoices as follows:

Duplicate Original
Payment Not Received
Signed _____
Date _____

G.3.6. 6. Resubmitted Invoices. The vendor shall promptly resubmit a rejected invoice when the condition(s) causing the rejection have been corrected. The vendor shall resubmit the original invoice and shall clearly identify that the invoice is a resubmission for payment.

G.3.6. 7. Electronic Invoicing. As FEDLINK expands the capabilities of its automated accounting system, it may be possible to accept invoice data electronically via Internet file transfer. If the vendor wishes to provide invoice data in computer-readable formats, it should supply FEDLINK with a sample file for evaluation.

G.3.7. Invoice Submission.

G.3.7. 1. Promptness. The vendor shall invoice FEDLINK within thirty (30) to forty-five (45) days after providing authorized service to the customer. Receiving prompt, current financial data to help them manage the information services they provide their agencies is very important to FEDLINK customers. Withholding invoices for authorized users (especially at the beginning of the fiscal year) is not acceptable.

G.3.7. 2. Frequency. The vendor shall invoice FEDLINK on a regular cycle. Exceptions are allowed only by prior written mutual agreement between the customer and Vendor.

G.3.7.3. Sort Order. The vendor shall deliver invoices sorted first by fiscal year, then alphabetically by FEDLINK ID and, must be in invoice number order. Mixing invoices for different fiscal years, not sorting by invoice number, FEDLINK ID, or other data element slows FFO processing and is not acceptable.

G.3.7. 4. Number of Copies. For each FEDLINK transfer pay customer, the vendor shall provide FFO not less than one original **and** one copy of each invoice **and** not less than one original and one copy of each detailed usage report (in support of the invoice).

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G.3.7. 5. Physical Format. Individual invoice sets shall be attached so that all copies and/or pages of the original invoice remain contiguous. If the vendor supplies photocopies of any pages (e.g., to supplement a multi-part invoice), then all invoice photocopies shall be attached to the original certified invoice. Invoices printed on continuous paper sets shall be stripped of letter edge perforation guides. Invoices shall be stripped of any interleaved carbon inserts.

G.3.7. 6. Invoice Address. The vendor shall submit invoices to the following address:

The Library of Congress
 FEDLINK Fiscal Operations
 ATTN: Invoice Processing
 101 Independence Ave. SE
 Washington, DC 20540-4935
 Fax: (202) 707-4900

G.3.7. 8. Final Invoice Call. FEDLINK is required to close customer accounts for prior fiscal year obligations against appropriations and funds scheduled for retirement. FFO issues a final invoice call to vendors each fiscal year to initiate the close-out of prior year contracts. Vendors must submit the final invoices to FFO within 90 days from notification.

G.3.8. Invoice Review and Payment. For purposes of this clause, "invoice payment" means a Government disbursement of monies to a vendor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final costs or fee payments where amounts owed have been settled between the Government and the vendor. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days. The designated billing office for transfer pay accounts is LC/FEDLINK.

G.3.8.1. Return of Improper Invoices. If the invoice does not comply with requirements herein, then the vendor shall be notified of the defect within **25 days** after receipt of the invoice at the designated billing office. Untimely notification by the Government shall be taken into account in the computation of any interest penalty owed the vendor in the manner described in paragraph G.3.9 of this BOA. Rejected invoices shall be accompanied by a form indicating the reason for the rejection and may be resubmitted when the condition(s) causing the rejection is corrected.

G.3.8.2. Invoice Adjustments. The Government may adjust invoices to remove charges not valid and not payable under this Contract, such as line items for excluded services, sales tax, freight charges, and prior month billing. FEDLINK will not make partial payments to accommodate customer funding levels.

G.3.8.3. Payment Due Date. The due date for making invoice payments shall be the later of the following two events:

(a) The 30th calendar day after the designated billing office has received a proper invoice from the vendor. If the payment due date falls on a weekend or holiday, payment will be made on the following business day.

(b) The 30th day after Government acceptance of supplies delivered or services performed by the vendor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the vendor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or vendor compliance with contract requirements.

G.3.8.4. Electronic Funds Transfer (EFT) (FAR 52.232-34, MAY 1999). In accordance with the Debt Collection Improvement Act, all FEDLINK payment to vendors shall be made via electronic funds transfer (EFT). The vendor shall complete the "Vendor Survey Form" obtained from LC Contracts to provide the

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information necessary to transmit payments to the vendor's financial institution. Payment shall be considered as being made on the effective date of the EFT.

G.3.8.5. Remittance Advice. FFO shall provide the vendor contact identified in this BOA with a remittance advice that details the invoices that are covered by LC/FEDLINK payments. Currently, FFO faxes the remittance advice to the vendor's Accounts Receivable contact a few days before the EFT payment is completed. The vendor should use the remittance advice to update its accounts receivable records.

G.3.9. Interest Penalty Payments.

G.3.9. 1. Conditions for Interest Payment. An interest penalty shall be paid automatically by the designated payment office, without request from the vendor, if payment is not made by the due date and the conditions listed in this clause are met, if applicable. An interest penalty shall not be paid on contracts issued to foreign vendors outside the United States for work performed outside the United States. Conditions for interest payments are:

- (a) A proper invoice was received by the designated billing office.
- (b) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or vendor compliance with any Contract term or condition.
- (c) In the case of final invoice for any balance of funds due the vendor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the vendor.

G.3.9. 2. Interest Rate. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (*41 USC 611*) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority. This rate is referred to as the "Renegotiation Contracted Interest Rate," and is published in the *Federal Register* semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government and shall be compounded in 30-day increments through the payment date, with the first 30-day period beginning the first day after the due date. That is, interest accrued at the end of any 30-day period shall be added to the approved invoice principal payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the vendor of a defective invoice within the periods prescribed above, then the due date on the corrected invoice shall be adjusted by subtracting from that date the number of days taken beyond the prescribed notification of defects period, as set out below. Any interest penalty owed the vendor shall be based on the adjusted due date. Adjustments shall be made by the designated payment office for errors in calculating interest penalties, if requested by the vendor.

G.3.9. 3. Acceptance for Interest Purposes. For the sole purpose of computing an interest penalty that might be due the vendor, Government acceptance shall be deemed to have occurred constructively on the 15th day (unless otherwise specified in the contract) after the vendor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or vendor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

G.3.9. 4. Periods Not Subject to Interest. The following periods of time shall not be included in the determination of an interest penalty:

- (1) The period taken to notify the vendor of defects in invoices submitted to the Government shall not exceed **25 days**.

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(2) The period between notice of defects and re-submission of the corrected invoice by the vendor.

(3) For incorrect EFT information, in accordance with the EFT clause of this BOA.

(4) Interest penalties shall not continue to accrue after the filing of a claim for such penalties under the FAR clause at 52.233-1, Disputes (7/02), or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(5) Interest penalties are not required on payment delays due to disagreement between the Government and vendor over the payment amount or other issues involving contract compliance or the amounts temporarily withheld or retained in accordance with the terms of the contract. Nor are interest penalties required on payment delays due to Acts of God, i.e., Hurricane, War or Security issues, i.e., 911 and when the Government is closed. Claims involving disputes, and any interest that may be payable, shall be resolved in accordance with the FAR clause at 52.233-1, Disputes (7/02), as amended by the Library.

G.3.9. 5. Interest on Discounts Taken Improperly. An interest penalty shall also be paid automatically by the designated payment office without request from the vendor, if a discount for prompt payment is taken improperly. The interest penalty shall be calculated as described above on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when payment is made to the vendor, if the underpayment is not corrected within 15 days of the expiration of the discount period.

G.4. EXAMINATION OF VENDOR RECORDS BY THE LIBRARY OF CONGRESS.

The Vendor agrees that the Library of Congress or any duly authorized representative shall have access to and the right to examine any books, documents, papers and records of the Vendor involving transactions related to this BOA for over-billings, billing errors, and compliance with all requirements of this BOA. This authority shall expire 3 years after final payment.

G.5 FEDLINK SERVICES TO VENDORS.

G.5.1. Publicity. LC/FEDLINK shall inform FEDLINK customers about the services available under the program. Currently, the FLICC/FEDLINK World Wide Web site has a section devoted to services available to FEDLINK that includes brief descriptions of the products and services offered by FEDLINK vendors, vendor contact information, and active links to vendor e-mail and websites. The vendor is invited to submit its contact and link information for inclusion in this web-based FEDLINK services catalog.

G.5.2. Mailing Lists. A mailing list of FEDLINK customers can be provided to the vendor upon request to the following address:

The Library of Congress
 FEDLINK Fiscal Operations
 ATTN: James Oliver, Vendor Services Coordinator
 John Adams Bldg., Room LA-224
 101 Independence Ave., SE
 Washington, D.C. 20540-4935
 Phone: 202-707-4360
 Fax #: 202-707-4999, Email: joli@loc.gov

G.6. CONTACT FOR CONTRACT ADMINISTRATION.

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The Vendor shall designate a person to serve as the Contract Administrator for the BOA and resulting orders both domestically and overseas. The Contract Administrator is responsible for overall compliance with the terms and conditions of the BOA. The Contract Administrator is also the responsible official for issues concerning the FEDLINK Quarterly Summary of User Activity and Financial Certification and reviews of vendor records. The Vendor's designation of representatives to handle certain functions under this BOA does not relieve the Contract Administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change.

VENDOR CONTRACT ADMINISTRATOR:

Name, Title: _____
Address: _____
_____ Zip Code: _____
Telephone: _____ FAX: _____
e-mail Address: _____

VENDOR CONTACT FOR FEDLINK FISCAL OPERATIONS (FFO) Invoicing issues:

Name, Title: _____
Address: _____
_____ Zip Code: _____
Telephone: _____ FAX: _____
e-mail Address: _____

VENDOR TECHNICAL LIAISON FOR FEDLINK NETWORK OPERATIONS (FNO) -- COTRs:

Name, Title: _____
Address: _____
_____ Zip Code: _____
Telephone: _____ FAX: _____
e-mail Address: _____

VENDOR CONTACT FOR CUSTOMER SERVICE:

Name, Title: _____
Address: _____
_____ Zip Code: _____
Telephone: _____ FAX: _____
e-mail Address: _____

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE. A Contracting Officer's Technical Representative (COTR) may be designated to represent the Contracting Officer for the purpose of coordinating with the vendor in administering the technical aspects of performance for a particular customer's account. For Transfer-Pay customers, the Interagency Agreement (IAG) point-of-contact as identified on the delivery order will serve as the COTR for the requiring agency unless otherwise notified. For Direct-Pay customers, the COTR shall be as designated on the direct-pay notification or customer agency purchase order. The COTR may issue written or oral instructions to fill in details in the scope of work set forth in the contract via the Contracting Officer. The COTR is **not** authorized, however, to make any changes that affect the contract amounts, terms and conditions. The LC Contracting Officer is the **only** party authorized to make any changes that affect the terms and conditions of the contract or to bind the Library of Congress.

H.2. VENDOR REPORTING REQUIREMENTS.

H.2.1. Quarterly Summary of FEDLINK User Activity. The vendor shall submit quarterly the agency name, point-of-contact (POC), and total dollars obligated for the services provided under this BOA. The vendor may use the sample FEDLINK Quarterly Summary Report Forms provided (see attachment J.2.) or develop a computerized report as long as it provides the information identified below. Reports shall be suitable for import into a Microsoft Excel spreadsheet and shall be sent via email to the Contracting Officer as listed in section G.1. To facilitate FEDLINK reporting of usage, reports shall provide the following information:

- Agency name
- Agency point-of-contact (POC) and telephone number
- FEDLINK ID
- Delivery order number
- Delivery order Not-to-Exceed (NTE) Total
- Fiscal year amounts received for each customer
- Current quarterly dollars expended for each customer

H.2.2. Deadline. The reports shall be received in the FEDLINK Contracts Office within forty-five (45) calendar days after the end of the particular reporting fiscal year quarter.

H.2.3. Failure. Failure on the part of the vendor to comply with this requirement shall constitute an "incomplete package" for invoicing purposes for transfer pay customers and no payment shall be made to the vendor until the reports are received.

H.3. PAST PERFORMANCE REPORTING REQUIREMENTS. This clause applies to all contracts estimated to exceed \$100,000. Customer agencies are required to submit a past performance evaluation form at the completion of each fiscal year or contract performance period (see attachment J.3). The contracting officer will provide copies of any reports received to the vendor, and the vendor will have 30 calendar days from receipt to submit a rebuttal and/or a report of corrective actions taken. The past performance evaluation will be placed in the vendor's past performance file and will be available to any federal agency upon request for a period of 3 years.

H.4. USE OF LIBRARY OF CONGRESS NAME OR CONTRACTUAL RELATIONSHIP IN

ADVERTISING. The vendor agrees not to refer to awards from or Contracts with the Library of Congress and/or the FEDLINK program in commercial advertising in such a manner as to state or imply that the product or service provided is preferred by the Library of Congress or is superior to other products or services. The vendor also agrees not to distribute or release any information that states or implies that the Library of Congress endorses, uses, or distributes the vendor's product or service.

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H.5. NEWS RELEASES. News releases pertaining to this BOA and resultant delivery orders shall not be made without LC/FEDLINK approval, as appropriate, and then only upon written approval received from the contracting officer.

H.6. ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY (EIT). Federal agencies are required under Section 508 of the Rehabilitation Act of 1998 (29 U.S.C. '794d), to ensure that:

- (a) Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities; and
- (b) Members of the public with disabilities seeking information or services from an agency have access to and use of information and data that is comparable to access to and use of information and data by members of the public who are not individuals with disabilities.

As explained in '1194 of Title 36 of the Code of Federal Regulations, this requirement includes a Federal agency's development, maintenance, and/or use of EIT products/services. Therefore, proposals submitted in response to this solicitation must demo Accessibility Standards or its exceptions. The vendor must demonstrate compliance of its own systems with the accessibility regulations. The vendor should also provide information about how it will assist Customers in obtaining information about 508 compliance on the part of publishers. Further information about Section 508 is available via the Internet at <http://www.section508.gov>.

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PART II - SECTION I - CONTRACT CLAUSES

I.1. (FAR 52.252-2) CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This BOA incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.acqnet.gov/far>

(End of Clause)

I.2. NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY.
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-11	APR 1991	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-12	JUN 2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.
52.204-3	OCT 1998	TAXPAYER IDENTIFICATION
52.209-6	JAN 2005	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT.
52.213-2	APR 1984	INVOICES
52.214-34	APR 1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE.
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY.
52.215-8	OCT 1997	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT.
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES
52.217-9	MAR 2000	OPTION TO EXTEND THE TERM OF THE CONTRACT
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS..
52.223-6	MAR 2001	DRUG-FREE WORKPLACE
52.223-14	JUN 2003	TOXIC CHEMICAL RELEASE REPORTING.
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

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52.229-3APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.229-4APR 2003	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)
52.230-2APR 1998	COST ACCOUNTING STANDARDS
52.232-1APR 1984	PAYMENTS
52.232-8MAY 1997	DISCOUNTS FOR PROMPT PAYMENT
52.232-11 APR 1984	EXTRAS
52.232-18 APR 1984	AVAILABILITY OF FUNDS
52.232-19 APR 1984	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR
52.232-23 JAN 1986	ASSIGNMENT OF CLAIMS
52.232-33 OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION.
52.232-34 MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION.
52.233-3AUG 1996	PROTEST AFTER AWARD
52.242-13 JUL 1995	BANKRUPTCY
52.243-1AUG 1987	CHANGES -- FIXED-PRICE
52.243-7APR 1984	NOTIFICATION OF CHANGES
52.249-2MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)
52.249-4APR 1984	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES)(SHORT FORM)
52.249-8APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.253-1JAN 1991	COMPUTER GENERATED FORMS

(End of Clause)

I.3. FAR 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUNE 1999) -- As Modified by the Library of Congress (JUN 2004)

(a) As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the Contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this Contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the Contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the Contract, subcontract or modification.

(d) The Librarian of Congress, and the Comptroller General--

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

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this Contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) 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; and

(2) 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.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (a), in all subcontracts under this Contract that exceed the simplified acquisition threshold in FAR Part 13, and--

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-re-determinable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of Clause)

I.4. FAR 52.222-3 CONVICT LABOR (JUNE 2003) --As Modified by the Library of Congress (JUNE 2004)

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing this contract.

(End of Clause)

I.5. FAR 52.232-25 PROMPT PAYMENT As Modified by the Library of Congress (MAY 1997)

Notwithstanding any other payment clause in this BOA, the Government will make invoice payments and financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Invoice Payment.

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(1) For purposes of this clause, "invoice payment" means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final costs or fee payments where amounts owed have been settled between the Government and the contractor.

(2) The due date for making invoice payments by the designated payment office shall be the later of the following two events:

(i) The 30th day after the designated billing office has received proper invoice from the contractor.

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance must be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or contractor compliance with contract requirements.

(3) An invoice is the contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing office specified in the Contract. A proper invoice must include the applicable items listed in subdivisions (a)(3)(i) through (a)(3)(xiii) of this clause. If the invoice does not comply with these requirements, then the contractor will be notified of the defect within 15 days after receipt of the invoice at the designated billing office. Untimely notification by the Government will be taken into account in the computation of any interest penalty owed the contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the contractor.

(ii) Invoice date.

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number, if possible).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor's official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in event of defective invoice.

(viii) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

(ix) For each user of a service prepaid by the Library of Congress/FEDLINK under a fiscal year contract, the contractor shall provide to FEDLINK not less than one (1) original and one (1) copy of each service summary invoice and not less than one (1) original and one (1) copy of each detailed usage report.

(x) For each FEDLINK transfer pay user of a non-prepaid service, the contractor shall provide to

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FEDLINK not less than one (1) original and one (1) copy of each service summary invoice and not less than one (1) original and one (1) copy of each detailed usage report in support of the invoice.

(xi) FEDLINK reserves the right to reject upon receipt and to return to the contractor invoices with insufficient copies as specified in subdivisions (a)(3)(ix) and (a)(3)(x) above.

(xii) All invoices, except summary invoices, and all detailed usage reports must indicate the BOA number, delivery order number, service user's name, address, and four character FEDLINK identification code as provided to the contractor in the official delivery order from the Library of Congress LC/FEDLINK Contracts. FEDLINK reserves the right to reject upon receipt and to return to the contractor invoices with insufficient identification.

(xiii) The contractor shall issue separate statements for all accrued credit on an individual service user's account and shall indicate on the credit statement the relevant invoice number(s) as well as the user's name and FEDLINK identification code.

(4) An Interest penalty shall be paid automatically by the Government, without request from the contractor, if the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iv) of this clause are met, if applicable. An interest penalty shall not be paid on contracts awarded to foreign contractors outside the United States for work performed outside the United States.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any term or condition of the Contract.

(iii) In the case of final invoice for any balance of funds due the contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the contractor.

(iv) Payment is made to the business concern more than 15 days after the due date.

(5) The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (*41 USC 611*) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice payment amount approved by the Government and shall be compounded in 30-day increments through the payment date, with the first 30-day period beginning the first day after the due date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period set out in subparagraph (a)(3) of this clause. Any interest penalty owed the contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the contractor.

(i) For the sole purpose of computing an interest penalty that might be due the contractor, Government acceptance shall be deemed to have occurred constructively on the 15th day (unless otherwise specified in the contract) after the contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government official to accept supplies or services, perform contract

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administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the contractor of defects in invoices submitted to the Government, but this shall not exceed 15 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the contractor.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the FAR clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and contractor over the payment amount or other issues involving contract compliance or the amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the FAR clause at 52.233-1, Disputes, as amended by the Library.

(6) An interest penalty shall also be paid automatically by the designated payment office without request from the contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) above on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when payment is made to the contractor, if the underpayment is not corrected within 15 days of the expiration of the discount period.

(End of Clause)

I.6. FAR 52.233-1 DISPUTES--As Modified by the Library of Congress (NOV 1996)

(a) This contract is not subject to the Contract Disputes Act of 1978, as amended (41 U.S.C.601-613).

(b) All disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under this clause until certified as required by subparagraph (d)(2) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under this clause. The submission may be converted to a claim under this clause if it is disputed either as to liability or amount, or is not acted upon in a reasonable time, by complying with the submission and certification requirements of this clause.

(d) (1) A claim by the Contractor shall be made in writing and unless otherwise stated in this contract submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) Contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

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- (1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or
- (2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals to the Head of Contracts Services who will serve as the Hearing Officer to review the decision.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use ADR. If the Contractor refuses an offer for alternative dispute resolution, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request. When using arbitration pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph (d)(2)(iii) of this clause, and executed in accordance with subparagraph (d)(3) of this clause.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of Clause)

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PART IV - SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1. (FAR 52.203-2) CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

K2. (FAR 52.203.8) CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

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- (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
- (2) Rescind the contract with respect to which--
 - (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--
 - (A) Exchanging the information covered by such subsections for anything of value; or
 - (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
 - (ii) The head of the contracting activity has determined, based upon a preponderance of the evidence that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e) (1) of the Act.
- (b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of Provision)

K.3. (FAR 52.204-3) TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[] TIN: _____

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TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____

TIN _____

(End of Provision)

K.4. (FAR 52-204-5) WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Representation. The offeror represents that it is, is not a women-owned business concern.

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- (a) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(End of provision)

K.5. (FAR 52.204-6) DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name _____.
- (2) Company address _____.
- (3) Company telephone number _____.
- (4) Line of business _____.
- (5) Chief executive officer/key manager _____.
- (6) Date the company was started _____.
- (7) Number of people employed by the company _____.
- (8) Company affiliation. _____.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

K.6. (FAR 52.209-5) CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; [This language stayed indefinitely. Please use paragraph (a)(1)(i)(D) below.]

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(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and [This language stayed indefinitely. Please use paragraph (a)(1)(i)(E) below.]

(D) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii)(A) [This paragraph (a)(1)(ii) is stayed indefinitely.] The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and c) of this provision, has [] has not [] within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

- (1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or
- (2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or
- (3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

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(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.7. (FAR 52.215-6) PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance
(Street Address, City, County,
State, Zip Code)

Name and Address of Owner
and Operator of the Plant
or Facility if Other than
Offeror or Quoter

(End of Provision)

K.8. (FAR 52.219-1) SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [insert NAICS code].

(2) The small business size standard is _____ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small,

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small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K.9. (FAR 52.222-22) PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

- (a) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It [] has, [] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

K.10. (FAR 52.222-25) AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

- (a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

K.11. (FAR 52.223-13) CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (JUNE 2003)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities

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for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023c);

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

K.12. MOST FAVORED CUSTOMER PRICE

The Offeror warrants and agrees that the prices charged FEDLINK users under this BOA will not exceed the prices charged by the contractor to its most favored customer for the same item or services in like or comparable quantities; and further agrees, that any payments received for charges made in excess of prices paid by such most favored customers will be returned to the Government.

K.13. BASIC ORDERING AGREEMENTS

(a) This is a Basic Ordering Agreement (BOA) for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this BOA.

(b) Each Contract incorporating a basic agreement shall include a scope of work and price, delivery, and other appropriate terms that apply to the particular Contract. The basic agreement shall be incorporated into the contract by specific reference (including reference to each amendment) or by attachment.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this BOA and not completed within that period shall be completed by the Contractor within the time specified in the order. The BOA shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were

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completed during the BOA's effective period; provided, that the Contractor shall not be required to make any deliveries under this BOA after one year following contract expiration.

K.14. PROMOTION OF BASIC ORDERING AGREEMENT

The Vendor shall promote this BOA to all current FEDLINK customers and federal libraries, as well as other eligible customers during the life of the BOA. The offeror's goals shall be to: (a) make customers aware of this procurement vehicle; (b) make customers aware of all available products and services; and c) assist customers in creating timely and accurate delivery order/purchase orders. The FEDLINK Logo may be used for this purchase in accordance with the provisions of Section H.5 and 6.

K.15. COPY OF BOA AND PRICE SCHEDULE.

Upon request, the Vendor shall provide customers with at least one copy of the vendor's current LC/FEDLINK BOA or Price Schedule. Electronic accessibility to price schedules is preferred. All BOA and pricing information supplied to customers shall identical to the current Basic Ordering Agreement.

K.16. VENDOR SURVEY FORM

The offeror shall complete and submit the Library of Congress Vendor Survey Form in accordance with FAR 52.232-34.

K.17. AUTHORIZED NEGOTIATORS

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: *[list names, titles, email and telephone numbers of the authorized negotiators]*.

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1. PROPOSAL REQUIREMENTS

L.1.1. Basic Requirements. Your proposal shall contain a response to each of the items identified below. The proposal shall be complete, sufficiently detailed, and specific to enable LC to arrive at a sound determination of whether you have demonstrated a thorough understanding of the LC/FEDLINK requirements for OCLC Network Training services and will be able to provide services to FEDLINK customers in accordance with the requirements of the RFP and resulting BOA. General statements that you understand, can, or will comply with the requirements of the RFP, or paraphrasing of the RFP SOW will not be sufficient. Proprietary information should be identified as such, and will not be used except for evaluation purposes.

L.1.2. Proposal Quality. Of utmost importance is a complete and clear proposal written in a practical, concise, coherent, and logical manner, containing related material directly applicable to this RFP. The quality of your proposal will be considered to be representative of the quality of your products and services. "Brochuremanship," elaborate art work, expensive paper, expensive binders, and other costly presentation aids beyond what is sufficient to present a complete and effective proposal are neither necessary nor desired.

L.1.3. Physical Requirements of Written Submission. Submit each proposal volume in a separately bound standard three (3)-ring binder. Format each volume as follows:

- Include a cover with: volume number and title, proposal title, RFP number, company name, address, telephone number, date submitted.
- Include a table of contents for each volume.
- Number pages.
- Make margins 1" all around.
- Make text no smaller than 12 point type.
- Do not include classified material.
- Identify any commercial material (catalogs, brochures, documentation, training materials, etc.) with the RFP number and your company name.

L.2. VOLUME 1 – STANDARD FORM 33, PRICES/COSTS AND CERTIFICATIONS. At a minimum, the response to Volume 1 - Costs and Certifications shall include the material listed below, in the order given below. The RFP sections listed below will be incorporated into an award resulting from this solicitation. There is no length limitation on Volume 1. Submit three print copies.

L.2.1. Section A - Solicitation, Offer and Award. Complete sections 15, 16, 17 and 18 of the Standard Form 33 that is the cover page of the solicitation.

L.2.2. Section B - Supplies or Services and Prices/Costs. The vendor must supply publications as described in Lot 1 in order to be eligible to offer or supply any other services or supplies described in this solicitation.

(a) Contract Line Item Numbers (CLINs). CLINs are established in Section B for categories of books and library publications services described in the lots of this solicitation. The vendor must supply publications as described in Lot 1 in order to be eligible to offer or supply any other services or supplies described herein. Prices shall be expressed as a service fee/discount percentage of the publisher's price for single and multiple copy orders. Prices for technical processing shall be expressed on a flat per item basis. Volume II shall contain the detail for prices quoted in Section B. This information shall be a complete and detailed cost breakdown and shall include all elements of cost and other such

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cost data as considered appropriate to support the proposal. As required in the SOW, provide a narrative description of any pricing scheme based on units other than those established in Section B as part of the Technical response. It is important that pricing formulas be clear and easy for customers to apply.

(b) Discount from Commercial Pricing. Include with each price an indication of the percent discount from commercial rates represented by the offer to LC/FEDLINK. If possible, provide the overall discount off commercial rates represented by the offer to LC/FEDLINK. Include copies of commercial price lists as supplemental information in order to demonstrate that your pricing structure is fair and reasonable.

(c) Electronic Access to Prices. Describe how FEDLINK customers will get electronic access to your FEDLINK pricing.

L.2.3. Section C - Statement of Work. Review Section C and initial your concurrence at the bottom right corner of page C-1.

L.2.4. Sections E through I. Review sections E through I and initial your concurrence at the bottom right corner of each page.

L.2.5. Section K - Representations, Certifications, and Other Statements of Offerors. Complete all Section K certifications and provide necessary signatures. Provide additional documents and certifications required.

L.2.6. Corporate Financial Statement. Provide a certified copy of your most recent audited financial statement or other comparable instrument which will demonstrate financial capability, stability and resources to fulfill all requirements as described herein.

L.3. VOLUME 2 – TECHNICAL/MANAGEMENT PROPOSAL. The Technical response shall demonstrate your understanding of the OCLC Network Training services described in the SOW and your capability to provide these services to FEDLINK customers. The Technical response shall address the subjects listed below, in the order given below. Submit four print copies of the Technical/Management response. The maximum length of this volume is 30 pages, plus sample copies of reports. You have the option of reinforcing some of this technical information through samples of standard literature of the type provided to prospective and current customers.

L.3.1. Technical Description. Follow the outline of the SOW to describe the OCLC Network Training services being offered. You may submit standard commercial materials to describe your products/services, and supplement them as necessary by narrative specific to the SOW. Cross references from your narrative response to your commercial materials will assist the evaluators. Products or services, or terms and conditions in your commercial materials that are out of scope of this RFP or that conflict with any of the provisions herein will not be considered part of your proposal and will not become part of the BOA resulting from this RFP. The proposal shall demonstrate:

L.3.1.1. Comprehensiveness of technical approach. The offeror’s proposal must include an adequate description and justification for the overall methodology that the offeror would employ in conducting the services in the Statement of Work.

L.3.1.2. Understanding. The offeror’s proposal must demonstrate a clear understanding of the requirements and problems which are associated with the operation of a OCLC Network training service for federal libraries nationwide. The offeror’s proposal must address specific service provisions such as account representative and hours of service available.

L.3.2. Past performance. The past performance of the offeror will be assessed on the basis of evidence of competent and successful experience in procurement of the same or similar nature. The offeror shall provide evidence of substantial

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recent experience in managing OCLC Network training services.

(a) The offeror shall provide a list of all government and non-government current contracts exceeding \$25,000, and selected current contracts under \$25,000 with points of contact and phone numbers for at least five customers to serve as references.

L.3.3. Management. The Management response shall demonstrate your approach to working with the FEDLINK program and your ability to provide the required services to FEDLINK customers. The Management response shall address the subjects listed below, in the order given below.

L.3.3.1. Program Management.

(a) **Working with Customers.** Describe your approach for working with the federal libraries, information centers and other offices that acquire services described herein through FEDLINK.

(b) **Working with LC/FEDLINK.** Describe your approach for working with LC/FEDLINK, particularly regarding: BOA modification, Interagency Agreements (IAGs), transfer pay and direct pay options, delivery orders/blanket purchase agreements (BPAs), purchase orders and invoicing. Identify your organization structure showing where your FEDLINK point-of-contact fits.

(c) **Resolving Problems.** Describe your methods for resolving management or technical problems with LC/FEDLINK or with customers, including liaison to senior personnel who can assist in problem resolution.

(d) **Management Tools and Controls.** Describe the management tools and controls within your organization, including methods for controlling quality, scheduling timely delivery, tracking charges, and reporting.

(e) **Subcontracting.** If you anticipate subcontracts, describe how you will control the subcontract and identify subcontractor by name and services proposed. Subcontractors must be approved by the Contracting Officer.

L.3.3.2. Corporate Experience. Describe your corporate history and experience with specific emphasis on your experience as an OCLC Network and training services, your experience in managing contracts similar to the FEDLINK program, and your experience in handling Government contracts.

(a) **Examples of Similar Experience.** Provide examples of related corporate experience over the past five years. Examples shall include: company or federal agency name, customer, customer contact and phone number, contract number, contracting officer and phone number, description of service provided, and approximate dollar value of contract.

L.3.3.3. Personnel. Providing services through FEDLINK will require liaison with FEDLINK customers, LC/FEDLINK staff and LC/FEDLINK Contracts personnel. Complete the Contract Administration Form at G.7. to identify the personnel who will be key in providing your services through FEDLINK. Identify and describe the experience of the individual(s) who will serve in the following roles:

(a) **Vendor Contract Administrator** - particularly for matters concerning the terms and conditions of the BOA, delivery orders, and transfer pay customers.

(b) **FFO Contact** - particularly for matters concerning registrations, IAGs, accounts, invoices, payments, and reconciliation.

(c) **FNO/COTR Contact** - particularly for matters concerning the types of services offered and special requirements of individual customers.

(d) **FEDLINK Customer Contact** - particularly for matters concerning sales, start-up, support, and problem resolution.

(e) **General Personnel** - for services offered under this proposal. Provide evidence of in-house employees capable of

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handling all phases of the required service.

L.3.3.4. Facilities. The proposal shall demonstrate that your company has the facilities required to provide adequate support for the services proposed.

L.3.4. Sample Materials.

L.3.4.1. Technical Samples. The Offeror shall provide a copy of its current training catalog and other class information and training materials.

L.3.4.2. Invoices. Because FEDLINK processes approximately 90,000 invoices per year, it is critical that all invoices be formatted and submitted properly. Offeror shall provide sample invoices that demonstrate its capability to follow invoicing procedures established in Section G.3.5. Note that ORDER DATE and Delivery Order number with FEDLINK ID must be on all invoices.

L.4. FAR PROVISIONS AND NOTICES.

L.4.1. Notice. The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.211-6	AUG 1999	Brand Name or Equal
52.216-27	OCT 1995	Single or Multiple Awards

L.4.2. Type of contract (FAR 52.216-1 APR 1984). The Government contemplates award of a Basic Ordering Agreement (BOA) resulting from this solicitation and reserves the right to make multiple awards.

L.4.3. Service of Protest (FAR 52.233-2 AUG 1996).

(A) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

The Library of Congress
Office of Contracts & Grants Mgt., FEDLINK Contracts Section
ATTN: Vanessa Fox, Contract Specialist
John Adams Bldg., Room LA-318
101 Independence Avenue, SE
Washington, DC 20540-9414
Fax #: 202-707-0485, Email: vfox@loc.gov

(B) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5. MAIL TO/DELIVER TO ADDRESS FOR OFFERS/PROPOSALS

Offerors shall return the complete solicitation package as specified above. Offerors are advised that an offer in response to this solicitation is subject to physical examination, x-ray, or other inspection prior to acceptance at the location designated for receipt of offers. Inspection may be conducted by Government personnel or others acting on behalf of the Government. Any offer received at the address designated for receipt of offers after the date and time specified elsewhere in this solicitation for receipt of offers shall be processed in accordance with the late offers provision of this

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solicitation.

For any hand-delivered offer, whether delivered by the offeror or a courier service, the offeror must allow sufficient time to accommodate inspection by designated security personnel. To facilitate this security inspection, initial delivery to an alternate office may be required prior to final delivery by the offeror to the address designated for receipt of offers. The offeror's name and address, the solicitation number, and the scheduled date and time for receipt of offers shall be included prominently on the outside of all envelopes/wrappers. (CAUTION: Delivery to the security inspection point does not constitute timely delivery for receipt of offers.)

Hand carried packages should be delivered to the following address:

The Library of Congress
Office of Contracts & Grants Mgt., FEDLINK Contracts Section
Attn: Vanessa Fox, Contract Specialist
Proposal to RFP#LC06R7800 Enclosed
John Adams Bldg., 3rd Floor, Room LA-318
101 Independence Avenue, S.E.
Washington, DC 20540-9414

Overnight express mail (FedEx, UPS, USPS, DHL, etc) should be addressed as follows:

The Library of Congress, Contracts 20540-9414
9140 East Hampton Drive
Capital Heights, MD 20743

ATTN: Vanessa Fox, FEDLINK Contracts, LA-318

Proposal to RFP#LC06R7800 Enclosed