

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>Offeror to complete blocks 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 48	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>S-LC03013</b>	
7. FOR SOLICITATION INFORMATION CALL: →		A. NAME <b>Charles Wilson</b>				B. TELEPHONE NUMBER (No Collect Calls) <b>(202) 707-0461</b>	
9. ISSUED BY  The Library of Congress FEDLINK Contracts Section 101 Independence Avenue, S.E John Adams Bldg., Room LA-318 Washington, DC 20540-9414		CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET-ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP <input type="checkbox"/> RFP	
15. DELIVER TO  ORDERING AGENCY				16. ADMINSTERED BY  SEE BLOCK 9			
17a. CONTRACTOR/		CODE		FACILITY		18a. PAYMENT WILL BE MADE BY  See Section F	
DUNS No.: TELEPHONE No.: FAX No.: <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		EMAIL:		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED: <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
<i>(Attach Additional Sheet as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATION DATA As provided on each delivery order						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<b>X<sup>27a.</sup> SOLICITATION INCORPORATE BY REFERENCE FAR 52.212-1, 52.212-4, 52.212-3 AND 52.212-5 ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.</b> <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATE BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2(TWO) COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <input type="checkbox"/>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED				33. SHIP NUMBER PARTIAL FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		38. S/R ACCOUNT NUMBER	
				42a. RECEIVED BY (Print)		39. S/R VOUCHER NUMBER	
				42b. RECEIVED AT (Location)		40. PAID BY	
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.

OMB No.: 9000-0136

**ACKNOWLEDGEMENT OF AMENDMENTS**

**TABLE OF CONTENTS**

Section A – Standard Form (SF) 1449

A.1 Address Offers To: (Block 9, Standard Form 1449)..... 4

A.2 Solicitation Provisions incorporated by Reference (FAR 52.252-1)..... 4

A.3 Clauses incorporated by Reference (FAR 52.252-2)..... 4

A.4 Authorized Negotiators ..... 4

Section B – Schedule of Supplies/Services (Block 19-24, SF 1449)

B.1 Lot 1 – Electronic Databases/Publications ..... 5

B.2 Lot 2 – Document Delivery Services ..... 7

B.3 Lot 3 – Vendor Associated Publications ..... 8

B.4 Lot 4 – Specialized Access ..... 8

Section C – Contract Clauses and Addendum

C.1 Scope of Contract..... 10

C.2 Estimated Sales ..... 18

C.3 Guaranteed Minimum ..... 18

C.4 Promotion of Contract ..... 18

C.5 Cancellation of Contract ..... 19

C.6 Contract Sales Criteria ..... 19

C.7 Contract Sales Reporting Requirements ..... 19

C.8 Vendor Performance Reporting Requirements ..... 19

C.9 Use of Library of Congress Name ..... 20

C.10 News Releases ..... 20

C.11 Additional Contract Clauses incorporated by reference ..... 20

C.12 Ordering (FAR 52.216-18)..... 20

C.13 Order Limitations (FAR 52.216-19)..... 20

C.14 Indefinite Quantity (FAR 52.216-22)..... 21

C.15 Economic Price Adjustment – Semi-standard Supplies (FAR 52.216-3)..... 21

C.16 Convict Labor –As modified by the Library of Congress (FAR 52.222-3)..... 22

C.17 Disputes – As modified by the Library of Congress (FAR 52.33-1)..... 22

C.18 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items. (FAR 52.212-5)..... 23

C.19 Privacy Act Notification (F.A.R.52-224-1) ..... 24

C.20 Privacy Act (F.A.R.52-224-2)..... 25

Section D – Attachments

D.1 Attachment 1 – Basic LC/FEDLINK License Agreement..... 26

D.2 Attachment 2 – FEDLINK Quarterly Sales Reports ..... 29

D.3 Attachment 3 – Past Performance Evaluation Form and Instructions ..... 31

D.4 Attachment 4 – Past Performance Report from Dun & Bradstreet..... 33

Section E – Solicitation Provisions and Addendum

E.1 Evaluation—Commercial Items (FAR 52.212-2) ..... 34

E.2 Compliance with Section 508..... 34

E.3 Past Performance ..... 34

E.4 Offeror Representations and Certifications—Commercial Items (FAR 52.212-3)..... 35

Section F – Contract Administration

F.1 FEDLINK Contracts ..... 41

F.2 Customer Use of FEDLINK Contracts ..... 42

F.3 Direct-Pay Procedures and Requirements ..... 42

F.4 Transfer-Pay Procedures and Requirements ..... 43

F.5 Examination of Vendor Records ..... 49

F.6 Vendor Contact for Contract Administration..... 49

F.7 FEDLINK Services to Vendors..... 50

**A. CONTINUATION OF STANDARD FORM 1449**

**A.1 ADDRESS OFFERS TO: (BLOCK 9, STANDARD FORM 1449)**

Offerors shall return the complete solicitation package, original with 2 copies, via overnight express mail or handcarried in accordance with FAR 52.212-1. 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 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. (CAUTION: Delivery to the security inspection point does not constitute timely delivery for receipt of offers.)

**Handcarried packages should be delivered to the following address:**

The Library of Congress  
Contracts Division, FEDLINK Contracts Section  
**Attn: Charles Wilson, Contract Specialist**  
**Proposal to RFP#S-LC03013 Enclosed**  
John Adams Bldg., 3<sup>rd</sup> 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  
9140 East Hampton Drive  
Capital Heights, MD 20743-9414

ATTN: Charles Wilson, Contract Specialist  
Contracts Division, FEDLINK Contracts section, LA-318  
**Proposal to RFP#S-LC03013 Enclosed**

**A.2 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (Feb 1998)**

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: [www.arnet.gov/far](http://www.arnet.gov/far)

**A.3 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (Feb 1998)**

This contract 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: [www.arnet.gov/far](http://www.arnet.gov/far)

**A.4 AUTHORIZED NEGOTIATORS**

The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers and electronic mail address of the authorized negotiators.)

---

---

---

<b>B. SCHEDULE OF SUPPLIES/SERVICES</b>
---

**PRODUCTS AND DATA RESOURCES OFFERED/SCHEDULE OF ITEMS (BLOCKS 19-24, SF1449)**

**Prices are firm and not subject to increase for each fiscal year performance period under this contract. Contract period shall be for one base year with four one-year option periods.**

**FEDLINK customers may sign basic software and database license agreements; however, terms and conditions of this contract, 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.**

Insert an "X" on the applicable line for each Lot and service offered

**B.1 LOT 1 - ELECTRONIC DATABASES/PUBLICATIONS.** Lot 1 is the core of this contract. It covers publishers and vendors who provide access to commercial off-the-shelf electronic materials in many publication formats: information retrieval database services, newsfeeds and current awareness services, portal content management services, electronic serials, electronic books, and CD-ROM and other fixed electronic media as described in Section C.1.2.1.

**\_\_\_\_\_ INFORMATION RETRIEVAL DATABASES, CURRENT AWARENESS, PORTAL CONTENT MANAGEMENT SERVICES, ELECTRONIC SERIALS, ELECTRONIC BOOKS, DIGITAL DOCUMENTS AND OTHER FIXED MEDIA i.e. CD-ROM, MAGNETIC TAPE, DISKETTE**

\_\_\_\_\_ **Transactional/Pay as you go Pricing.** The traditional method of pricing electronic information retrieval services - access to the system and usage of its files expressed in hourly units, and search results priced in output units, displays, prints, etc.

\_\_\_\_\_ **Subscription Pricing.** Subscriptions may be offered for pricing electronic information retrieval services and electronic serials, electronic books, portal content management services, as well as for other fixed electronic media and print publications. Vendors shall describe subscriptions in terms of four elements: materials covered, subscriber, level of use of the materials, and subscription period (i.e. what, for whom, how much and for how long).

\_\_\_\_\_ **Block Pricing.** The vendor may price in blocks of units of time, units of searches, documents to be delivered, etc. Vendors shall provide customers with a way to determine how much of a block they purchased has been used and how much remains.

\_\_\_\_\_ **Individual Items, Firm Orders.** Electronic information products/services that are purchased on a firm order basis, e.g. CD-ROMs that are not serial publications, vendor search software, documents, print publications, training, etc.

\_\_\_\_\_ **Customer-Specific Pricing.** Vendors may offer special prices to individual customers, provided that similarly situated customers receive similar prices. The specialized electronic publications and research services in Lot 4 may be priced on a fixed price basis, with the same price offered to all customers, and/or may be described and negotiated for individual customers by the contracting officer.

\_\_\_\_\_ **License Fee.**

\_\_\_\_\_ **Content Support Fee.**

\_\_\_\_\_ **Archiving/Storage Fee.**

## SUPPORT SERVICES AND PRODUCTS

\_\_\_\_\_ **Documentation.** The vendor shall provide customers with access to complete user documentation on the content and use of the products/systems offered, e.g. manuals, reference guides, and database descriptions. The vendor shall provide members with a minimum of one set of user documentation - in print or electronic form - at no charge.

\_\_\_\_\_ **E-metrics Usage Data.** In order that customers may be able to analyze patterns in their usage, vendors shall provide customers with machine-readable data about the customer's use of their products/services. See C.1.2.2.(e)

\_\_\_\_\_ **Training.** The vendor may provide training at the customer's site or at vendor facilities. (Travel and per diem rates shall not exceed government rate identified in the Federal Travel Regulations {FTR})

\_\_\_\_\_ At customer's site (per student/group/per class/day)

\_\_\_\_\_ In vendor facility (per student/group/per class/day)

\_\_\_\_\_ Telephonic

\_\_\_\_\_ Web-Based

\_\_\_\_\_ **Search Software.** The vendor may offer proprietary software associated with the vendor's system/products. Such software might include specialized software for access, retrieval, manipulating search results, managing licenses, tracking document delivery, etc., but not standard commercially available software such as word processing or database management software.

\_\_\_\_\_ **Product Installation.** The vendor may provide services to install software to retrieve electronic publications/databases associated interfaces and fixed media products as requested by the member (e.g. installing databases in intranet, extranet, and/or web-enabled mobile enterprise applications such as personal digital assistants (PDAs), etc.) Installation shall be billed as a one time flat fee, not on an hourly basis.

\_\_\_\_\_ **Copyright Compliance.** All materials shall be provided in accordance with the provisions of U. S. Copyright Law. The vendor is required to pay all appropriate royalty fees for the use of or link to full text publications. Such fees may be paid direct to the copyright owner or to a reproduction rights organization. The vendor shall provide customers with a statement that their products and services comply with the copyright provisions.

\_\_\_\_\_ **Customer Support.** The vendor must provide seven-day/ 24-hour support via toll free number.

\_\_\_\_\_ **Catalog/Price List.** The vendor shall provide customers electronic access to their catalog of the products and services available through FEDLINK. The catalog/listing shall include the vendor's FEDLINK prices and/or the FEDLINK discount off of their commercial prices. Such a listing may be available through the vendor's online database system, published on the vendor's website, or through another system maintained by the vendor.

**Discounts.** All prices and discounts shall be submitted to LC/Contracts for approval before being incorporated into the contract and made available to customers. Customers with substantially similar requirements shall be offered the same prices and discounts.

\_\_\_\_\_ **Basic FEDLINK Discount Rate.** (The prices offered in this proposal represent a discount of \_\_\_\_\_% from Commercial rates.) The basic discount for FEDLINK customers shall be made available to both transfer pay and direct-pay customers on an equal basis.

\_\_\_\_\_ **Special Discounts.** Vendors may offer introductory, trial-offer, volume or other special incentive discounts for FEDLINK customers. Special discounts may be made available to all FEDLINK customers or may be offered only to customers with particular requirements.

**B.2 LOT 2 - DOCUMENT DELIVERY SERVICES.** (Access to and usage of database of document delivery resources is priced under Lot 1). Vendor shall provide machine-readable or print copies of published and unpublished materials in response to specific citation requests. Materials typically include journal and newspaper articles, conference papers and proceedings, annual reports, technical reports, dissertations and theses, official legal, financial or patent documents. Timely delivery of requested materials is a critical component of document delivery services. The vendor shall comply with US copyright law in providing all materials. Interlibrary loan (where return of materials is expected), records management services, or database creation services are **not** appropriate under this contract.

\_\_\_\_\_ **DOCUMENT RETRIEVAL**

(associated fees such as verification, royalty, redistribution fee)

\_\_\_\_\_ **DELIVERY**

\_\_\_\_\_ Regular - method: electronic, fax, regular mail,

\_\_\_\_\_ Rush - method: electronic, fax, regular mail, priority mail, messenger, etc.

**SUPPORT SERVICES AND PRODUCTS**

\_\_\_\_\_ **Documentation.** The vendor shall provide customers with access to complete user documentation on the content and use of the products/systems offered, e.g. manuals, reference guides, and database descriptions. The vendor shall provide members with a minimum of one set of user documentation - in print or electronic form - at no charge.

\_\_\_\_\_ **Search Software.** The vendor may offer proprietary software associated with the vendor's system/products. Such software might include specialized software for access, retrieval, manipulating search results, tracking document delivery, etc., but not standard commercially available software such as word processing or database management software.

\_\_\_\_\_ **Product Installation.** The vendor may provide services to install electronic publications/databases associated interfaces and fixed media products as requested by the member (e.g. installing databases in intranet, extranet, and/or web-enabled mobile enterprise applications such as personal digital assistants (PDAs), etc.) Installation shall be billed as a one time flat fee, not on an hourly basis.

\_\_\_\_\_ **Copyright Compliance.** All materials shall be provided in accordance with the provisions of U. S. Copyright Law. The vendor is required to pay all appropriate royalty fees for the use of or link to full text publications. Such fees may be paid direct to the copyright owner or to a reproduction rights organization. The vendor shall provide customers with a statement that their products and services comply with the copyright provisions.

\_\_\_\_\_ **Customer Support.** The vendor must provide seven-day/ 24-hour support via toll free number.

\_\_\_\_\_ **Catalog/Price List.** The vendor shall provide customers electronic access to their catalog of the products and services available through FEDLINK. The catalog/listing shall include the vendor's FEDLINK prices and/or the FEDLINK discount off of their commercial prices. Such a listing may be available through the vendor's online database system, published on the vendor's website, or through another system maintained by the vendor.

**Discounts.** All prices and discounts shall be submitted to LC/Contracts for approval before being incorporated into the contract and made available to customers. Customers with substantially similar requirements shall be offered the same prices and discounts.

\_\_\_\_\_ **Basic FEDLINK Discount Rate.** (The prices offered in this proposal represent a discount of \_\_\_\_\_% from Commercial rates.) The basic discount for FEDLINK customers shall be made available to both transfer pay and direct-pay customers on an equal basis.

\_\_\_\_\_ **Special Discounts.** Vendors may offer introductory, trial-offer, volume or other special incentive discounts for FEDLINK customers. Special discounts may be made available to all FEDLINK customers or may be offered only to customers with particular requirements.

**B.3 LOT 3 - VENDOR ASSOCIATED PUBLICATIONS** [LOT 3 IS ONLY OPEN TO VENDORS WHO QUALIFY UNDER LOT 1] (Access to and usage of database listing of other associated publications is priced under Lot 1). Vendors and publishers that offer electronic database/publications under Lot 1 may also provide their commercial off-the shelf print, video, microform or multimedia publications. The vendor shall provide electronic access to their catalog of available publications; (Book jobbers and serials agents are covered by separate LC/FEDLINK solicitations and agreements and are not the subject of this procurement).

\_\_\_\_\_ **FIRM ORDER (NON-SERIAL TITLES)**

\_\_\_\_\_ **CONTINUATIONS, ANNUAL UPDATES**

\_\_\_\_\_ **SUBSCRIPTION (SERIAL TITLES)**

**Discounts.** All prices and discounts shall be submitted to LC/Contracts for approval before being incorporated into the contract and made available to customers. Customers with substantially similar requirements shall be offered the same prices and discounts.

\_\_\_\_\_ **Basic FEDLINK Discount Rate.** (The prices offered in this proposal represent a discount of \_\_\_\_\_% from Commercial rates.) The basic discount for FEDLINK customers shall be made available to both transfer pay and direct-pay customers on an equal basis.

\_\_\_\_\_ **Special Discounts.** Vendors may offer introductory, trial-offer, volume or other special incentive discounts for FEDLINK customers. Special discounts may be made available to all FEDLINK customers or may be offered only to customers with particular requirements.

**B.4 LOT 4 – CUSTOMER SPECIFIC OFFERINGS.** [LOT 4 IS ONLY OPEN TO VENDORS WHO QUALIFY UNDER LOT 1 AND/OR LOT 2] Vendors that offer commercial electronic databases/publications under Lot 1 may also offer individual customers specialized customizable access to those publications and research assistance from subject/technical experts. Vendors may work with customers to provide seamless integration of structured internal and external content into the customers' workflow environment (e.g. intranet, extranet, portal, etc). The vendors shall address how their customer specific products will be updated and maintained. Customer-specific offerings may be described and negotiated by the contracting office on an individual basis. For direct-pay customers, the requiring agency's contracting office shall conduct negotiations, and LC/Contracts shall negotiate on behalf of transfer pay customers. Specialized access/service negotiated by direct-pay customers' contracting officers may only be made available to the customer after it has been approved by LC Contracts.

All materials shall be provided in accordance with the provisions of U.S. Copyright Law. The vendor is required to pay all appropriate royalty or copyright royalty fees for the use of or link to full text publications. The vendor shall provide customers with a statement that their products and services comply with the copyright provisions.

\_\_\_\_\_ **Specialized File Groupings.** The vendor may offer specialized groupings of its existing electronic information retrieval databases/publications. The vendor may establish predefined groupings available to all customers, may have a predefined access and pricing formula for picking and choosing among files, and/or may set up a specific grouping as requested by particular customer. Customer-specific grouping of files may be described and negotiated on an individual basis.



\_\_\_\_\_ **Access to the customer's own files.** The vendor may provide access and searching to electronic databases/publications that are created and maintained by the customer and made available through the vendor's system. This does not include custom database creation by the vendor, nor editing or other maintenance of the customer's data and files by the vendor's personnel. Access and searching of the customer's material may be described and negotiated on an individual basis.

\_\_\_\_\_ **Special Interface.** The vendor may prepare a special interface to its electronic database/publication for a customer. Customer-specific interfaces may be described and negotiated on an individual basis. For example, the vendor may:

- provide an access and search link between a customer's portal and the vendor's web-based system;
- develop ways to reformat database search results so that they are accessible in the customer's internal system; or,
- prepare a special menu on the vendor's system for the customer's end-users to see when accessing the special grouping of files.

\_\_\_\_\_ **Research assistance from vendor's subject/technical experts.** The vendor may provide subject and technical expertise to customers in searching vendors' own electronic resources, collating search results, and translating materials. Research assistance might include: helping an end-user formulate an efficient search in the vendor's publication; or searching for current research on a topic requested by the customer, collating search results, and preparing a synthesis of findings. These services shall be described on a fixed-price deliverables basis (e.g., per search, per number of resources accesses, per research report) not on an open-ended time and materials basis. These services may be offered to all customers at standard prices established in the contract. For selected customer requirements, services may be described and negotiated on an individual basis. Under this contract, research assistance does not cover on-site personal services such as staffing library reference desks, nor long-term consultant projects.

## C. CONTRACT CLAUSES AND ADDENDUM

### C.1 SCOPE OF CONTRACT

**C.1.1. BACKGROUND.** This solicitation is issued to establish Indefinite Delivery Indefinite Quantity (ID/IQ) contracts for acquisition of or access to commercial off-the-shelf (COTS) electronic information resources for the FEDLINK program. FEDLINK is a nationwide interagency consortia 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 activities information retrieval and library support services to help them fulfill their crucial mission of keeping the Government and the nation informed.

Under the revolving fund created by the Library of Congress Fiscal Operations Improvement Act, P.L. 106-481, Section 103 (2 U.S.C. §§ 182c.), LC uses its extensive knowledge of the information industry and library operations to establish contractual agreements for commercial library/information products and then makes these agreements available to other federal libraries, information centers and other federal activities. LC/FEDLINK contractual agreements are established through formal procurement processes that meet the requirements of the Federal Acquisition Regulations (FAR) and follow the guidance provided by the Office of Federal Procurement Policy (OFPP). FEDLINK contracting for computer-based services began in 1974 with a delegation of procurement authority (DPA) from the General Services Administration to The Library. Both the Office of Management and Budget and the General Accounting Office encouraged the program's development and use by federal agencies.

LC/FEDLINK agreements are available to federal offices in the executive branch (including the department of defense), the legislative branch, the judicial branch, and independent agencies. In addition, contractors to government agencies who are authorized to use federal sources of supply are able to purchase through FEDLINK. Although the contracts meet the standards demanded by librarians and other information professionals, LC/FEDLINK customers are not limited to libraries. Legal offices, laboratories and information centers, analysts, scientists and other end-users in federal agencies may acquire their electronic and print publications through FEDLINK. FEDLINK contracts are negotiated to achieve the lowest possible price and most favorable terms and conditions. Vendor sales volume is considered to be an important element to achieve maximum discounts in each contract.

FEDLINK customers may choose a direct payment/invoice relationship with vendors or a "transfer pay" option. FEDLINK provides fiscal support to FEDLINK "transfer pay" customers. When establishing a purchase agreement with LC to use FEDLINK services, the customer may choose to transfer funds to LC to pay invoices for services ordered through the purchase agreement. Under this "transfer pay" option, the vendor sends invoices to FEDLINK, where FEDLINK Fiscal Operations (FFO) staff examine them, pay the vendor electronically, and send the customer a statement of account with copies of the paid vendor invoices. With transfer pay, the vendor only has to deal with one government financial office and the customer is relieved of the invoice processing workload. Terms for the direct-pay or transfer-pay options, information on delivery order/purchase order and invoice procedures are described in Section F of this contract.

**C.1.2. SCOPE OF THIS PROCUREMENT.** This contract is divided into four lots. Vendors must offer services/products under Lot 1 in order to provide services under Lot 3, and must offer services under either Lot 1 and/or Lot 2 in order to provide services under Lot 4. The four lots to be offered are as follows:

**C.1.2.1. LOT 1 - Electronic Databases/Publications.** Lot 1 is the core of this contract. It covers publishers and vendors who provide access to commercial off-the-shelf electronic materials in many publication formats as described below:

**C.1.2.1 (a) Information Retrieval Databases.** Information retrieval database vendors provide access, search and retrieval of information from databases and other electronic publications installed on a server at the vendor's facility and made available through the vendor's search interface. The system may be accessed and search results delivered via the Internet/Web, dedicated lines/ports or newsfeeds. Access is typically controlled through Internet protocol (IP) addresses or passwords for individual users. Authorized users can search and retrieve text on-demand, view records on their desktop and download or print items in a variety of record formats. Information retrieval services may be priced by transaction, subscription, or in blocks. The vendor shall provide a description of its electronic information retrieval services that addresses:

- the information retrieval databases/publications available - content, coverage, currency, publisher, etc.;
- how the system is accessed - Internet, Intranet, Web, dedicated line, etc.;
- how access is controlled - IP address, passwords, cancellation, reactivation, etc.;
- the search interface; and,
- search results - format, delivery method, redistribution, etc.

**C.1.2.1 (b) Current Awareness.** Various known as personalized alerts, trackers, SDIs (selective dissemination of information), or table of contents services, current awareness services monitor electronic databases/publications and report items that match a user-specific interest profile or search strategy. Current awareness search results are delivered to the user electronically. Current awareness services may be priced by transaction, by subscription or in blocks.

Profiles may be specific to individuals, groups of associated users, or may be predefined by the vendor. Examples would be: a scientist might establish an alert for research on environmental toxins; an agency may set up a regular search for citations to articles published by its grantees; a librarian might subscribe to table of contents service for journals used by library customers; a vendor might establish a standard profile for updates on legislative or regulatory action on telecommunications reform.

The vendor shall provide a description of its current awareness service that addresses:

- how the profile is established, changed, and terminated;
- what electronic publications shall be searched;
- how the current awareness search is run - frequency, etc.; and,
- how search results are delivered - format, delivery method, frequency, etc.

**C.1.2.1 (c) Portal Services.** Portal ("gateway" or "metasearch") services provide a single search interface to information resources in a wide array of formats via communications links to disparate information retrieval systems. Portals provide centralized access and federated searching of Web sites or products and/or other electronic information retrieval systems. Portals usually provide a common interface or command language for integrated searching, and *may* offer centralized administration and billing for use of remote fee-for- service or proprietary systems. Systems accessed via the portal and charges billed through the portal must fall within the scope of this solicitation. Portal services may be priced by transaction, by subscription or in blocks.

The vendor shall provide a description of its portal service that addresses:

- the systems and Web products that may be accessed;
- the search/retrieval standards (MARC21, Z39.50, XML, etc.) supported by the system;
- search and output, customization, local integration, software and interface options;
- the relationship between the offered service and the systems it searches (i.e., must the customer have direct accounts or subscriptions to each of the systems the product searches, or does the offeror's product use its own account(s)?);
- what prices shall be charged FEDLINK customers, if any, by the remote fee-for- service or proprietary system; and;
- how access is controlled - IP addresses, passwords, etc

**C.1.2.1 (d) Electronic Serials.** Electronic serials (e-journals) are publications that typically include articles, illustrations, and other materials that appear in an issue of a journal, magazine or other periodical publication. E-journals may be published solely in electronic format or may be electronic versions of traditional print periodicals. E-journals frequently incorporate hyperlinks or multi-media elements. They are usually provided on a subscription basis to a defined group of users within an organization or to a consortium of institutions. The vendor shall provide for access to an archive or back issues of the e-journals, by maintaining the files centrally or allowing the subscriber to retain an archival copy.

The vendor shall provide a description of its electronic serials (e-journals) that addresses:

- access to the publication - software, communications, passwords, etc.;
- the publication's format, content, coverage, and currency; and,
- subscription features - subscriber base, usage level, period, etc.

**C.1.2.1 (e) Electronic Books.** Electronic books that library patrons can search borrow, read, and return via the Web or other Internet channels. E-books may be published as full text collections and individual titles. E-books may be electronic versions of print titles, or may be works published solely in electronic format. E-books frequently incorporate interactive learning tools, such as hyperlinks or multi-media elements. They are usually provided for the institutional library or information center market on a subscription basis. The vendor typically provides access to e-books while maintaining the files centrally. Library subscribers may incorporate e-books bibliographic records into their existing information retrieval catalogs for users' desktop access.

The vendor shall provide a description of its e-books that addresses:

- access to the publication - software, communications, IP addresses, passwords, etc.;
- the publication's format, content, coverage, and currency; disposition of content when subscription ends - access or ownership
- subscription features - subscriber base, transaction activity, period, content maintenance and support, etc.
- hardware requirements - specifications, availability of portable reading devices, etc

**C.1.2.1 (f) Fixed Media Databases - CD-ROM, Magnetic Tape, Diskette.** Fixed media electronic databases/publications shall be physically installed in the customer's facility, either on a standalone workstation or in a networked environment. The software necessary to access fixed media publications shall be provided as part of the product. These publications may be purchased on a firm order, continuation or subscription basis. For publications purchased on subscription, the vendor shall specify procedures for handling regular updates. The vendor shall identify procedures for disposition of materials received under a canceled subscription. The vendor shall identify how a customer who cancels a subscription is to dispose of materials received under the subscription.

The vendor shall provide a description of its fixed media publications that addresses:

- how the publication is accessed - software, hardware, network, links to information retrieval , etc.;
- the publication's format, content, coverage, and currency; or,
- subscription features - subscriber, period, updates, retention, etc.

#### **C.1.2.2. LOT 1 - FEDLINK Requirements.**

##### **C.1.2.2 (a) System Access Authorizations, User IDs, Passwords for information retrieval systems/products.**

The vendor, not the FEDLINK office, shall be responsible for issuing and maintaining IDs that are necessary to access the vendor's databases or other electronic publications. This does not include IDs that may be required by the customer's local system, telecommunications or Internet provider. Customers' system access IDs will not be billed to the FEDLINK office itself, but shall be associated with individual customers. The vendor shall issue IDs for new customers or additional users promptly. The vendor shall establish procedures for customers to request IDs and shall identify any restrictions on use of IDs.

**C.1.2.2 (b) Canceling IDs for information retrieval systems/products.** Upon member request, the vendor shall promptly cancel individual IDs and terminate charges associated with continued service for those IDs in accordance with the terms of the contract. Except when the customer's funding is exhausted, the vendor shall not terminate IDs during the fiscal year without advance notification. The vendor shall establish procedures for customers to cancel IDs.

**C.1.2.2 (c) Undelivered or Unacceptable Materials for information retrieval systems/products.** The vendor shall provide a way for customers to "claim" electronic files that are undelivered or unacceptable, such as: undelivered current awareness reports or electronic journal issues normally distributed via e-mail; files corrupted in transmission; or alert or tracker reports that do not match personalized profile or are outdated.

**C.1.2.2 (d) Subscriptions.** Subscriptions may be offered for information retrieval services and electronic serials as well as for other fixed electronic media and print publications. Subscriptions are ordered at the beginning of the subscription period; the subscription period may cross fiscal years. Vendors shall describe subscriptions in terms of four elements: what, for whom (i.e. agency, individuals), how much and for how long. . Examples might be:

- an agency purchases an institutional subscription for unlimited usage of all files available on the vendor's database system for a period not to exceed 12 months;
- group of federal laboratories subscribes to a chemistry-related subset of files available on a system, for 1,000 hours per month for a total of six months, with usage over 1,000 hours per month billed at regular transactional rates;
- library that subscribes to the print and/or electronic version of a publication purchases a three-year subscription to a CD-ROM version of the same material to be mounted on the library's Intranet or portal or,
- a service academy subscribes to an electronic journal for its faculty, staff and students, all of whom shall access the journal via the Internet from addresses within the same Internet domain.

(1) Subscription Invoicing. The vendor may invoice for the entire subscription price when the order is placed, or may invoice on a regular periodic basis. When subscriptions are prepaid, they should earn significant discounts for the government. Because a customer may have a subscription that covers some usage (for certain users, certain files, etc.) but may pay transactional prices for other usage, it is very important that all usage associated with the subscription be charged to the subscription and reported against it. Subscription invoices shall reflect the fiscal year in which the subscription was ordered. Double charging for usage by deducting from a subscription amount and charging transactional fees is prohibited. For subscriptions to electronic publications, the vendor shall provide customers with a way to determine how much usage there has been under the subscription. See C.1.2.2 (e) E-Metrics Usage Data.

(2) Subscription cancellation and refunds. When in the interest of the Government a customer finds it necessary to cancel a subscription, a refund is due as described below. The vendor shall refund the entire subscription price to a customer who cancels a subscription before the print issues are received, fixed media publication is installed, or information retrieval subscription is accessed. For a customer who cancels an information retrieval subscription before it is exhausted, the vendor shall refund any difference between the subscription price and the "open usage value" of the basic FEDLINK rate for the customer's actual usage as of the cancellation date. Thus, for example, a customer who cancels a \$10,000 subscription after using 60 hours worth of a database with a basic FEDLINK rate of \$30 per hour is entitled to a refund of \$8,200 (\$10,000 minus 60 hours @ \$30 per hour.) In no case shall the Government be charged more than the subscription amount authorized on the customer's delivery/purchase order. The vendor is responsible for tracking subscription usage and providing the information necessary to figure refund amounts. Vendor must reimburse customer subscription price, if not used.

It should be noted that print publishers that provide electronic access to their publications sometimes differ in their subscription cancellation policies. Some publishers will not accept mid-term cancellations, and some will not refund money for the unused portion of a subscription. The availability and timing of refunds for cancellations depends on the publishers' policies. The vendor may pass-through to the FEDLINK customer the terms of the publisher's cancellation policy.

**C.1.2.2 (e) E-metrics Usage Data.** The use of online information resources has been growing exponentially and it is widely agreed by producers and purchasers of information that the use of these resources should be measured in a more consistent way. In order that customers may be able to analyze patterns in their usage, vendors shall provide customers with machine readable data about the customer's use of their products/services.

- (1) Format. E-metric usage data may be provided via electronic formats such as application ready format, such as Microsoft Access or Excel, Lotus Notes, e-mail, file transfer, or fixed media. To facilitate management analysis, data manipulation, and reporting, the data format should allow for easy editing, viewing or importing into a standard database management or spreadsheet program. Report formats should include the user group (or FEDLINK ID if available), IP address or range, access profile within the user community and time period.
- (2) Required Fields. E-metrics usage data shall include session-specific data, with the following minimum elements: number of searches, number of materials accessed and/or supplied (displayed, downloaded, saved/archived) to the user; material type (e.g., citation, abstract, full-text, Web pages, image, audio, video, etc.) and materials source (e.g., locally owned accessible materials, accessible links, etc.)

For initiatives and standards relevant to usage statistics vendors should refer to the following publications for current information on the measurement of web-based resources:

- Counting Online Usage of Networked Electronic Resources (COUNTER) is an international initiative designed to service librarians, publishers and intermediaries by facilitating the recording and exchange of online usage. The COUNTER Code of Practice provides guidance on data elements to be measured, definitions of these data elements, output report content and format, as well as on data processing and auditing. To have their usage statistics and report designated "COUNTER-compliant" vendors must provide usage statistics that conform to the Code of Practice. Additional information may be found at <http://www.projectcounter.org>
- International Coalition of Library Consortia (ICOLC) *Guidelines for Statistical Measures of usage of Web-Based Indexed, Abstracted, and Full Text Resources* (December 2001 revision of original November 1998 Guidelines), Additional information may be found at <http://www.library.yale.edu/consortia/2001webstats.htm>
- National Information Standards Organization (NISO) *Z39.7-2002 Draft Standard for Trial Use Information Services and Use: Metrics & statistics for libraries and information providers*. For further information, see <http://www.niso.org/emetrics/>

**C.1.2.3. LOT 2 - Document Delivery Services.** Lot 2 covers vendors who provide machine-readable print copies of published materials in response to specific citation requests. However, general database or Internet searching at the customer's request is not covered under this lot. Services offered include:

**C.1.2.3 (a) Document Delivery Service.** The vendor shall provide machine-readable or print copies of published and unpublished materials in response to specific citation requests. Materials typically include journal and newspaper articles, conference papers and proceedings, annual reports, technical reports, dissertations and theses, official legal, financial or patent documents. The vendor may retrieve or duplicate documents from the vendor's own internal source files, such as journal issues held in-house in paper or machine-readable form, or from external sources, such as the original producer of the item. The vendor may retrieve documents from remote information retrieval files in response to specific citation requests from the customer.

**C.1.2.3 (b) Public Records Searching.** The vendor may retrieve official legal, financial, or patent documents as requested by the customer. This service shall include identification, acquisition, and delivery of the official document. The vendor shall provide the customer with a statement describing the currency, extent, and completeness of the public record search.

**C.1.2.3 (c) Order Verification.** The customer shall verify citations before placing document orders. In cases where more complete verification is required, the customer may authorize the vendor to establish the accuracy of the bibliographic component of the citation of a requested item. The vendor may then assess a flat per item fee for verification.

**C.1.2.3 (d) Copyright Compliance.** All items shall be provided in accordance with the provisions of U.S. Copyright Law.

(1) **Royalty Fees.** The vendor is required to pay all appropriate royalty or copyright royalty fees for the use of the publications provided before the documents are shipped. Such fees may be paid direct to the copyright owner or to a reproduction rights organization. The vendor may pass-through royalty or copyright fees to the customer. The customer shall be notified when a royalty or copyright fee is in excess of \$20.00 and be given the opportunity to cancel the order.

(2) **Copyright Compliance Notice.** To enable the customer to identify items purchased through the document service, items supplied by the vendor shall carry the notice "Document Delivery Service Item."

**C.1.2.4. LOT 2 - FEDLINK Requirements.**

**C.1.2.4 (a) Order Cancellation.**

(1) By the Customer. The customer may cancel an order after placement but before shipment. In such cases the vendor may assess a flat charge for canceling the order. When the customer rejects an order due to late delivery of the requested item, or unsatisfactory quality of the document, the vendor may not assess a cancellation fee.

(2) By the Vendor. The vendor shall cancel orders which cannot be filled within specified turnaround time. The vendor shall provide the customer with a written notice of the cancellation. The notice shall be supplied within five working days of the date the order is canceled, or within five (5) working days of the date the vendor determines that a timely, quality document cannot be supplied. No cancellation fee may be assessed by the vendor for an order canceled by the vendor or the vendor's agent.

**C.1.2.4 (b) Management Data/Reports.** To help the customer track and manage its document delivery activity, the vendor shall provide document delivery service "usage" data in electronic format suitable for import into spreadsheet or database management applications. The data shall include:

- (1) identification information: POC, ordering office, ship-to address or ID; and,
- (2) order information: fiscal year and date of the order, item, quantity, list price, discount, service fee, copyright fee, special delivery fee, extended price.

**C.1.2.4 (c) Delivery.** Documents may be delivered electronically, by fax, mail or special delivery. The vendor shall specify regular and rush fulfillment times for processing and delivery of all orders, and shall provide accurate and complete materials of satisfactory quality within those time frames regardless of the document's point of origin.

**C.1.2.5. LOT 3 - Vendor Associated Publications.** Lot 3 is only open to vendors who qualify under Lot 1. Vendors and publishers that offer electronic database/publications under Lot 1 may also provide their commercial off-the shelf print, video, microform or multimedia publications. The vendor shall provide electronic access to their catalog of available publications. (Book jobbers and serials agents are covered by separate LC/FEDLINK solicitations and agreements and are not the subject of this procurement).

**C.1.2.6. LOT 4 - Specialized Access / Product Integration.** Lot 4 is only open to vendors who qualify under Lot 1 and/or Lot 2. Under Lot 4, vendors may tailor their electronic publication packages for individual customers. Vendors may work with customers to provide seamless integration of structured internal and external content into the customers' workflow environment (e.g. intranet, extranet, portal, etc.). The vendors shall address how their customer specific products will be updated and maintained. For example, a customer may request that access for the agency be limited to a specific subset of the databases available on a vendor's system, or that the vendor's electronic publications be accessible via the agency's intranet. Vendors may provide database searching, translations, and other research assistance associated with the electronic information resources they offer under Lot 1 and/or Lot 2. Research assistance shall be priced on a per-item basis, not an hourly basis (e.g., per search, per summary report, per translation, etc.) Customer-specific offerings may be described and negotiated by the contracting office on an individual basis.

All materials shall be provided in accordance with the provisions of U.S. Copyright Law. The vendor is required to pay all appropriate royalty or copyright royalty fees for the use of or link to full text publications. The vendor shall provide customers with a statement that their products and services comply with the copyright provisions.

**C.1.2.6 (a) Specialized File Groupings.** The vendor may offer specialized groupings of its existing electronic information retrieval databases/publications. The vendor may establish predefined groupings available to all customers, may have a predefined access and pricing formula for picking and choosing among files, and/or may set up a specific grouping as requested by particular customer. Customer-specific grouping of files may be described and negotiated on an individual basis.

**C.1.2.6 (b) Access to the customer's own files.** The vendor may provide access and searching to electronic databases/publications that are created and maintained by the customer and made available through the

vendor's system. This does not include custom database creation by the vendor, nor editing or other maintenance of the customer's data or files by the vendor's personnel. Access and searching of the customer's material may be described and negotiated on an individual basis.

**C.1.2.6 (c) Special Interface.** The vendor may prepare a special interface to its electronic database/publication for a customer. Customer-specific interfaces may be described and negotiated on an individual basis. For example, the vendor may:

- provide an access and search link between a customer's portal and the vendor's web-based system;
- develop ways to reformat database search results so that they are accessible in the customer's internal system; or,
- prepare a special menu on the vendor's system for the customer's end-users to see when accessing the special grouping of files.

**C.1.2.6 (d) Research assistance from vendor's subject/technical experts.** The vendor may provide subject and technical expertise to customers in searching vendors' own electronic resources, collating search results, and translating materials. Research assistance might include: helping an end-user formulate an efficient search in the vendor's publication; or searching for current research on a topic requested by the customer, collating search results, and preparing a synthesis of findings. These services shall be described on a fixed-price deliverables basis (e.g., per search, per number of resources accesses, per research report) not on an open-ended time and materials basis. These services may be offered to all customers at standard prices established in the contract. For selected customer requirements, services may be described and negotiated on an individual basis. Under this contract, research assistance does not cover on-site personal services such as staffing library reference desks, nor long-term consultant projects.

**C.1.2.7. FEDLINK Requirements for Physical Items Ordered.** The following requirements apply to item orders for fixed media publications, documents, print publications or other physical items covered by this contract.

**C.1.2.7 (a) Fulfillment Time.** The vendor shall specify a standard fulfillment time for processing and delivery of all orders, including those shipped directly from the publication/document source to the customer. The vendor shall provide both regular and rush order service. So that customer's funds are not committed indefinitely, all orders shall either be filled or canceled within 120 days.

**C.1.2.7 (b) Backorders.** When specifically authorized by the customer, the vendor may treat difficult-to-acquire items as backorders. (see fulfillment time above)

**C.1.2.7 (c) Cancellation.** The vendor shall cancel orders which cannot be filled within the specified time frames, unless upon mutual prior agreement between the customer and the vendor the fulfillment period is extended.

**C.1.2.7 (d) Shipping.** Physical items shall be shipped FOB destination by best method as determined by the vendor to insure a timely delivery date. The Government shall not be charged for shipping, except when the customer has authorized a special delivery method. When the customer has authorized delivery via Federal Express, overnight mail, messenger service, registered mail, priority mail for overseas shipments, or other such special delivery methods, the vendor may pass the shipping charge through to the customer. Copies of actual charges shall be required upon request.

**C.1.2.7 (e) Replacing Physically Unsatisfactory Items.** The vendor shall replace, at no additional cost to the customer, any document or publication the customer determines is physically unsatisfactory, except when the material is flawed as a direct result of the customer's error. Physically unsatisfactory material would include: an electronic file that cannot be read or printed; a photocopy that is illegible, over-reduced, improperly collated, or incomplete; a print publication that is not new, is in poor condition, etc.

**C.1.2.7 (f) Undelivered Items.** The vendor is entirely responsible for materials in transit, including delivery from a remote source. The vendor shall immediately reissue undelivered items less than \$10 in value at no



additional cost to the customer, and shall assist customers in tracing undelivered items of greater value, and when the trace fails to locate the materials, shall replace them at no cost to the customer.

### C.1.3. License Agreements.

Vendors frequently have license agreements for their electronic databases/publications and software products. Some licenses are for the vendor's proprietary products; other licenses simply pass-through terms established by the original publisher. LC/FEDLINK contracting officers shall **not** sign license agreements for the products/services requiring agencies acquire through LC/FEDLINK contracts. The products/services are used in the requiring agency and the licenses are signed and enforced by the requiring activity itself. This means that licenses shall be reviewed by the agency's attorneys, contracting officers, or other appropriate officials. Licenses that are ill-suited to federal customers are likely to have difficulty being approved. To make the license approval process easier for both vendors and federal agencies, FEDLINK has worked with the Library of Congress Office of General Counsel (OGC) to develop a basic license agreement that meets the federal requirements and serves the needs of federal libraries while still respecting the vendor's interests. Counsel and FEDLINK program staff developed the model by reviewing existing commercial licenses for electronic database and publication services and by talking with the vendors and with the federal librarians on the FLICC Information Technology Working Group Licensing Subgroup. The basic license is included as *Attachment D.1* in Section D of this contract. The vendor is not required to adopt this basic license in its entirety, but the terms in the basic license may serve as the basis for analysis and negotiation of licenses offered by the vendor. The vendor may, of course, choose to accept the basic license as its license. At the very least, it is hoped that the basic license will provide the vendor with license language that is likely to be acceptable to federal agency users and counsel (i.e. treatment of the *Federal Acquisition Regulation (FAR)* or payment and interest)

Customers and vendors remain free to negotiate licenses separately. Such individual licenses shall only pertain to the customer for whom they were negotiated. When negotiating redistribution rights, vendors must consider that individuals legitimately associated with the requiring activity must be able to use the information resources the agency intends to provide for them. Upon request, FEDLINK shall assist vendors and FEDLINK customers in negotiating licenses to be applied in their local environments. Licenses presented when users logon to a system that instruct the user to "Click here to accept" or otherwise interactively agree to a standard non-FEDLINK license, do not supersede the terms of this contract and the FEDLINK-specific licenses incorporated herein.

Working with customers, FEDLINK has identified common commercial license terms that are likely to be unacceptable to local officials and terms that are impractical for federal agencies to implement. FEDLINK requests that vendors adapt their commercial licenses for FEDLINK customers by modifying the relevant clauses, by including a special section for the federal market, or by prefacing the license with language such as the following:

All of the terms and conditions set forth in this license agreement are governed by the language of FAR 52.212-4, as well as the terms of the FEDLINK contract. In the event any language in the terms and conditions of this license conflict with the governing FAR clauses or other federal law, the FAR clauses and federal law take precedence.

Note that language to this effect is included in the Schedule of this contract and therefore governs all orders issued under this contract.

### C.1.4. Conduct of Work.

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 will serve as the COTR for the requiring agency for the services specified in the IAG. For Direct-Pay customers, the COTR for the requiring agency shall be as designated on the agency delivery order/purchase order. The COTR may issue written or oral instructions to fill in details in the scope of work set forth in this contract via the Contracting Officer. The COTR is **not** authorized, however, to make any changes which affect the contract amount, terms and conditions. The LC Contracting Officer is the **only** party authorized to make any changes which affect the terms and conditions of this contract or to bind the Library of Congress.

## C.2 ESTIMATED FEDLINK SALES

The figures shown below reflect the approximate purchases made by service/supply category within the FEDLINK program for the period of October 1, 2001 through September 30, 2002:

Information Retrieval	\$43,356,609
Serials	\$33,801,078
Books	\$7,859,943
Biblio.Utilities	\$5,157,026
Inter-Library Loan Svc.	\$324,781
Network Training	\$116,120
Copyright Clearance	\$111,915

## C.3 GUARANTEED MINIMUM

The minimum that the Government agrees to order during the period of this contract is \$500. If the Vendor receives total orders for less than \$500 during the term of the contract, the Government will pay the difference between the amount ordered and \$500.

- (a) Payment of any amount due under this clause shall be contingent upon the Vendor's timely submission of the FEDLINK Quarterly Sales Reports, as specified in section C.7.1 of this contract, during the period of the contract and receipt of the close-out sales report.
- (b) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Vendor.

## C.4 PROMOTION OF CONTRACT

The Vendor shall promote this contract to all current FEDLINK customers and federal libraries, as well as other eligible customers during the life of the contract. 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 purpose in accordance with the provisions of section C.9.

**C.4.1 Copy of Contract and Price schedule.** Upon request, the vendor shall provide customers with at least one copy of the vendor's current LC/FEDLINK contract or price schedule. Electronic accessibility to price schedules is preferred. All contract and pricing information supplied to customers shall be identical to the original signed contract.

## C.5 CANCELLATION OF CONTRACT

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. If the Vendor elects to cancel this contract, the Government will not pay the minimum guarantee.

## C.6 CONTRACT SALES CRITERIA

A contract will not be awarded unless anticipated sales are expected to exceed at least \$25,000 for a 1-year period. Any resultant contract may be canceled in accordance with the Cancellation clause above, unless reported sales are at least \$25,000 for a 1-year period.

## C.7 CONTRACT SALES REPORTING REQUIREMENTS.

**C.7.1. FEDLINK Quarterly Sales Reports.** The vendor shall submit quarterly the agency name, point-of-contact (POC), and total dollars obligated for the services provided under this contract. The vendor may use the sample FEDLINK Quarterly Sales Report Forms provided (see attachment D.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 F.1.2. To facilitate FEDLINK reporting of usage, separate reports shall be provided for each customer payment option (direct and transfer) and shall provide the following information:

- Agency name
- Agency point-of-contact (POC) and telephone number
- FEDLINK ID if applicable
- Delivery order/purchase order number
- Delivery order/purchase order Not-to-Exceed (NTE) Total
- Fiscal year amounts received for each customer
- Current quarterly dollars expended for each customer
- Total Vendor fee paid (Direct-Pay only / Vendor totals only)

**C.7.2. Deadline.** The reports shall be received in the Contracts and Logistics Office within forty-five (45) calendar days after the end of the particular reporting fiscal year quarter.

**C.7.3. 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. Vendors will be charged interest for overdue vendor payments as specified in section F.3.3.

## C.8 VENDOR 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 D.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.

## C.9 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 which states or implies that the Library of Congress endorses, uses, or distributes the vendor's product or service.

**C.10 NEWS RELEASES.**

News releases pertaining to this contract shall not be made without FEDLINK approval, as appropriate, and then only upon written approval received from the contracting officer.

**C.11 ADDITIONAL CONTRACT CLAUSES INCORPORATED BY REFERENCE:****FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

<b>NUMBER</b>	<b>DATE</b>	<b>TITLE</b>
52.227-14	JUN 1987	Rights in Data—General
52.227-17	JUN 1987	Rights in Data—Special Works
52.214-34	APR 1991	Submission of Offers in the English Language
52.214-35	APR 1991	Submission of Offers in U.S. Currency

**C.12 ORDERING (FAR 52.216-18) (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from the Date of Award through Contract expiration date.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail.

(c) If faxed, a delivery order is considered "issued" when the Government transmits the order by facsimile machine.

**C.13 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract. However, offerors may, if willing to accept smaller orders, specify a smaller amount in their offers. If a smaller amount is offered, it is mutually agreed that the Contractor will accept such orders and specify the smaller minimum order limitation in the applicable catalog/price list. If the offeror fails to specify a smaller amount, the Government may place orders for a smaller amount. Such orders shall be deemed to be accepted by the Contractor, unless returned to the ordering office within 5 workdays after receipt by the Contractor.

(b) Maximum order. The Contractor is not obligated to honor any order for a combination of items in excess of \$20 million annually for the period of this contract.

(c) Notwithstanding paragraph (b) above, the Contractor shall honor any order exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 workdays after receipt, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons.

(d) Notwithstanding paragraph (b) and (c) above, the Contractor shall honor any purchase card orders exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 24 hours after receipt, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons.

**C.14 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)**

(a) This is an indefinite-quantity contract 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 contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(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 contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract 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 completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year following contract expiration.

#### **C.15 ECONOMIC PRICE ADJUSTMENT--SEMISTANDARD SUPPLIES (FAR 52.216-3) (JAN 1997)**

(a) The Contractor warrants that the supplies identified in Section B in the Schedule are, except for modifications required by the contract specifications, supplies for which it has an established price. The term "established price" means a price that (1) is an established catalog or market price for a commercial item sold in substantial quantities to the general public, and (2) is the net price after applying any standard trade discounts offered by the Contractor. The Contractor further warrants that, as of the date of this contract, any difference between the unit prices stated in the contract for these line items and the Contractor's established prices for like quantities of the nearest commercial equivalents are due to compliance with contract specifications and with any contract requirements for preservation, packaging, and packing beyond standard commercial practice.

(b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price (exclusive of any part of the unit price that reflects modifications resulting from compliance with specifications or with requirements for preservation, packaging, and packing beyond standard commercial practice) shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly.

(c) If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price (exclusive of any part of the unit price resulting from compliance with specifications or with requirements for preservation, packaging, and packing beyond standard commercial practice) shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:

(1) The annual aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price for that year.

(2) The increased contract unit price shall be effective-

(i) On the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter; or

(ii) If the written request is received later, on the date the Contracting Officer receives the request.

(3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.

(4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price.

(5) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.

(d) During the time allowed for the cancellation provided for in paragraph (c)(5) of this clause, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) of this clause.

#### **C.16 FAR 52.222-3 CONVICT LABOR --As Modified by the Library of Congress (AUG 1996)**

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

#### **C.17 FAR 52.233-1 DISPUTES (OCT 1995)--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 -

(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 Acting 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.

**C.18 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (DEC 2001)**

Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (May 2002)

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

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

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

[Contracting Officer shall check as appropriate.]

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).

- (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (9) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (10) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- (12) 52.222-26, Equal Opportunity (E.O. 11246).
- (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212)
- (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- (16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O. 13126).
- (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- (18) 52.225-1, Buy American Act-Supplies (41 U.S.C. 10a - 10d).
- (19)(i) 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- (24) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).
- (25) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (31 U.S.C. 3332).
- (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

**C.19 52.224-1 Privacy Act Notification. (APR 1984)**

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of clause)

**C.20 52.224-2 Privacy Act. (APR 1984)**

(a) The Contractor agrees to -

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies -

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and



(3) Include this clause, including this paragraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c) (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of clause)

**D. CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS**

**D.1 Attachment 1** as referenced in Section C.1.3.

**BASIC LC/FEDLINK  
LICENSING AGREEMENT FOR  
ELECTRONIC PUBLICATIONS  
AND INFORMATION SERVICES**

**THIS AGREEMENT** is between \_\_\_\_\_ **“Licensee”**, a customer of the Library of Congress (LC) FEDLINK program, and \_\_\_\_\_ **“Licensor”**, a firm incorporated in the state/country of \_\_\_\_\_ operating at the following address for the purposes of this agreement: \_\_\_\_\_.

**IN CONSIDERATION OF** the mutual promises set forth below, Licensor and Licensee agree as follows:

**1. Definitions.**

- a. **“Authorized site”** means Licensee’s work site, and includes remote locations.
- b. **“Authorized user”** means all full and part-time employees of Licensee, including those at remote locations, contractors working within the scope of their employment for Licensee, and Licensee’s agents, students, patrons, and the following:  
\_\_\_\_\_.
- c. The **“licensed database”** means the licensed electronic publication/information service including, if applicable, accompanying software. The database is named:  
\_\_\_\_\_.

**2. License.** Licensor hereby grants to Licensee the right to use the database in accordance with the terms and conditions of this Agreement. Licensor represents and warrants that it has the right to grant this license and that use of the database in accordance with the terms of this agreement will not infringe the intellectual property or other rights of any third party. The copyright and other proprietary rights in the database remain the sole and exclusive property of the Licensor or third-party owner, as appropriate. The licensed database is intended and authorized for use only at the authorized site and only by authorized users. Licensee shall use reasonable efforts to protect the database from being copied and from any other use that is not permitted under this agreement. No part of this database may be duplicated in hardcopy or machine-readable form without prior written authorization from Licensor, except as provided below.

- a. **Redistribution and Interlibrary Loan.** Licensee is granted permission to reproduce limited portions of the database and to redistribute the results of searches among the permitted class of users, and to perform interlibrary loan of materials from the database in accordance with U.S. copyright law and the Commission on New Technical Uses (CONTU) guidelines, which shall apply to both analog and digital copying and redistribution.
- b. **Updates.** Licensee will receive whatever updates to the database that are issued during the one-year period of this agreement and thereafter, if the agreement is extended. Upon receipt of updated material, Licensee shall cease use of the outdated material and promptly return it to the Licensor or destroy it, as agreed. Licensee will not transfer superceded databases to any other party. If Licensee fails to return or destroy material as required, Licensee may be denied any and all future updates, in addition to having imposed by Licensor limitations on any other rights hereunder.
- c. **Disposition of Data and Software.** Within ten (10) days after the termination of this agreement, whether by expiration of its term or pursuant to a specific provision, Licensee shall erase the Licensor’s data and software from all tapes, disk files and computer memory and shall destroy all copies in Licensee’s possession or return them to Licensor, except as provided below under Archival Copy.

d. Archival Copy. Upon termination of this agreement, Licensor may retain one copy of any CD-ROM, diskette or other fixed media database for archival purposes. This archival copy of the database does not entitle the Licensee to any updates of the material.

e. Specific Performance. In the event of a breach of either of the preceding two provisions, Licensor shall be entitled to specific performance of those provisions, in addition to any other rights and remedies to which it is entitled.

f. Additional Rights/Restrictions. In addition to the above, authorized users may/may not:

\_\_\_\_\_

\_\_\_\_\_

**3. Warranties.**

a. Online System. Licensor shall use reasonable efforts to provide continuous availability of the online database subject to periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of data and downtime related to equipment or services outside of control of the Licensor.

b. Fixed Media. Additionally, Licensor shall promptly replace at no cost to the Licensee all or part of the database which is defective or does not conform with this agreement, provided that the Licensee gives the Licensor written notice of the nonconformity, defect, or damage within sixty (60) days after Licensee’s receipt of the copy. Without such notice, Licensor shall make replacement at the Licensor’s replacement cost.

c. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, THE DATABASE IS PROVIDED ON AN AS IS BASIS AND LICENSOR DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND, EXPRESSES OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**4. Federal Acquisition Regulation.** All of the terms and conditions set forth in this agreement are governed by the language of the following Federal Acquisition Regulation (FAR) clause: FAR 52.212-4. In the event any language in this agreement conflicts with the FAR clause provisions, the FAR provisions shall govern.

**5. Term.** This license shall begin on the date of the last signature on this agreement or \_\_\_\_\_ and shall be valid until \_\_\_\_\_.

**6. Termination.** Unless provided otherwise in the FAR clauses in this agreement, In the event that either party believes the other has materially breached any obligations under this agreement, that party shall so notify the breaching party in writing. The breaching party shall have sixty (60) days from receipt of this notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the sixty (60) day period, the non-breaching party shall have the right to terminate this agreement without further notice.

**7. Payments and Interest.** Payments and interest will be in accordance with the terms and conditions of the LC/FEDLINK Contract and applicable federal law.

**8. Miscellaneous.**

a. **Entire Agreement.** This agreement contains the entire agreement of the parties as to herein licensed use of the database and supercedes any and all written or oral prior agreements and understandings. This agreement may only be amended or modified by a writing signed by the parties.

b. **Governing Laws.** This agreement shall be governed and construed in accordance with the Federal law of the United States. Unless otherwise provided by law, the federal courts of the United States located in \_\_\_\_\_ shall have jurisdiction to hear any dispute under this agreement.

c. **Assignment.** This agreement may not be assigned by either party without the prior written consent of the other.

d. **Notices.** Any notice provided in this agreement shall be sent by personal delivery or by certified mail, postage prepaid, to the other party at its address set forth herein or such other address as shall have been communicated in writing to

the other, and shall be effective as of its personal delivery or mailing date, as the case may be. The party sending such notices shall also provide a copy to the Library of Congress Contracts Services, Contracting Officer - FEDLINK, at 101 Independence Avenue, S.E., Washington, DC 20540-9414.

**IN WITNESS WHEREOF**, Licensor and Licensee have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

<p>Licensee:</p>  <p>_____</p> <p>(Signature)</p> <p>_____</p> <p>(Name)</p> <p>_____</p> <p>(Title)</p> <p>_____</p> <p>(Date)</p>	<p>Licensor:</p>  <p>_____</p> <p>(Signature)</p> <p>_____</p> <p>(Name)</p> <p>_____</p> <p>(Title)</p> <p>_____</p> <p>(Date)</p>
--	--





**D.3. Attachment 3 - VENDOR PAST PERFORMANCE EVALUATION FORM** as referenced in Section C.8.

<b>1. CUSTOMER IDENTIFICATION.</b>					
<b>A. Agency Name</b>		<b>Delivery Order Number</b>	<b>C. Service Option</b>	<b>D. FEDLINK ID</b>	
<b>2. VENDOR IDENTIFICATION.</b>					
<b>A. Vendor Name</b>		<b>B. CONTRACT Number</b>	<b>C. Service Category</b>	<b>D. SERVICE ID</b>	
<b>3. ORDER INFORMATION</b>			<b>A. Fiscal Year</b>	<b>B. Amount</b>	
<b>4. COMPLEXITY OF PRODUCT/SERVICE</b>		<input type="checkbox"/> Routine	<input type="checkbox"/> Medium	<input type="checkbox"/> Complex	
<b>5. CRITICALITY OF PRODUCT/SERVICE</b>		<input type="checkbox"/> Low	<input type="checkbox"/> Medium	<input type="checkbox"/> High	
<b>6. EVALUATION. Please provide narrative comments for any Excellent or Unsatisfactory ratings.</b>					
<b>Items for Evaluation</b>	<b>Not Applicable NA</b>	<b>Unsatisfactory 1</b>	<b>Marginal 2</b>	<b>Satisfactory 3</b>	<b>Excellent 4</b>
<b>a. Understands customer perspective</b>					
<b>b. Objectives met</b>					
<b>c. Adherence to schedule</b>					
<b>d. Responsiveness to changes</b>					
<b>e. Risk or problem management</b>					
<b>f. Innovation, initiative</b>					
<b>g. Quality, timeliness, accuracy</b>					
<b>h. Frequency of customer interaction</b>					
<b>i. OVERALL RATING</b>					
<b>7. COST CONTROL. Did the vendor help control your cost for the service? If not, please explain.</b>			<b>8. REPEAT BUSINESS. Would you select this vendor again? If not, please explain.</b>		
<b>9. CUSTOMER SIGNATURE.</b>					
<b>A. Name and Title</b>		<b>B. Signature</b>		<b>C. Date</b>	
<b>10. FEDLINK PROGRAM OFFICE SIGNATURE.</b>					
<b>A. Name and Title</b>		<b>B. Signature</b>		<b>C. Date</b>	
<b>11. LC CONTRACTING OFFICE SIGNATURE.</b>					
<b>A. Name and Title</b>		<b>B. Signature</b>		<b>C. Date</b>	
<b>12. SENT TO VENDOR BY LC.</b>			<b>A. Initials</b>		<b>B. Date</b>

**\*\* SEE INSTRUCTIONS ON FOLLOWING PAGE (D.3.1) \*\***

**D.3.1. Instructions for completing the Past Performance Evaluation Form:**

**GENERAL INFORMATION:** This form provides criteria for evaluation of completed Delivery orders. It also serves primarily as a record of Vendor performance and deliverables. The information provided will be made available to FEDLINK customers and any appropriate Government oversight. Room is provided for narratives, and provides documentation of the date a completed evaluation form is provided to the Vendor. The reference to delivery orders represents delivery orders, purchase orders and blanket purchase agreements.

1. **CUSTOMER IDENTIFICATION:** Enter agency name; delivery order number; service option (direct or transfer); and FEDLINK ID (4-letter ID).
2. **VENDOR IDENTIFICATION:** Enter the Vendor name; Contract number; service category (books, serials, info retrieval); and service ID (2-letter vendor ID).
3. **ORDER INFORMATION:** Enter the fiscal year and cumulative amount of NTE funds for each Vendor.
4. **COMPLEXITY OF PRODUCT/SERVICE:** Select the box identifying the complexity of the requirements, (routine, medium, complex).
5. **CRITICALITY OF PRODUCT/SERVICE:** Select the box identifying the critical nature of the requirement, (low, medium, high).
6. **EVALUATION:** Fill in the number in each box associated with evaluation for each item and provide totals.
7. **COST CONTROL:** Identify whether the Vendor helped you control your costs.
8. **REPEAT BUSINESS:** Identify if you would choose to use this vendor again.
9. **CUSTOMER SIGNATURE:** Provide the name, title, and signature of the individual completing this form and the date.
10. **FEDLINK PROGRAM OFFICE SIGNATURE:** Evaluation will be reviewed by the program office, signed and dated.
11. **LC CONTRACTING OFFICER SIGNATURE:** Evaluation will be reviewed by the LC Contracting Officer, signed and dated.
12. **SENT TO VENDOR BY LC:** Evaluation form will be forwarded to the Vendor for comment and date sent will be noted.



**D.4. Attachment 4** as referenced in Section E.3. - **PAST PERFORMANCE EVALUATION REPORT  
BY DUN & BRADSTREET c/o OPEN RATINGS, INC.**

To order the report, complete and submit the required forms online at the following website: <http://www.ppereports.com/>

**The following information is required to place an order:**

**YOUR COMPANY:**

Duns Number

Or

Company Name  
Company Street Address  
City, State, Zip code  
Main Telephone Number  
Contact Name  
Email Address

**YOUR COMPANY POINT OF CONTACT:**

Contact Name  
Email Address

**YOUR CUSTOMER REFERENCES:**

Company Name  
Contact- First and Last Name  
Phone Number  
Email Address

A minimum of 6 customer references is required. Open Ratings recommends that 15 customer references are given, but you may provide up to 20. A “customer reference” is defined as a person or company that has purchased products or services from your company. Vendor references are not accepted.

**RECIPIENT INFORMATION:**

First and Last Name  
Email Address  
Physical Address (IF EMAIL ADDRESS IS NOT AVAILABLE)

**PAYMENT INFORMATION:**

Amex, Mastercard or Visa Number  
Expiration Date  
Name as it appears on the credit card  
Billing Address

**QUESTIONS?**

PLEASE CALL 727-329-1184 OR EMAIL [reports@openratings.com](mailto:reports@openratings.com)

**E. SOLICITATION PROVISIONS AND ADDENDUM****E.1 EVALUATION–COMMERCIAL ITEMS (FAR 52.212-2) (JAN 1999)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- (i) technical capability of the item offered to meet the Government requirement;
- (ii) past performance; see FAR 15.304 and E.3. below
- (iii) price

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

**E.2 COMPLIANCE WITH SECTION 508**

Under Section 508 (29 U.S.C. §794d), federal agencies must give disabled employees and members of the public access to technology that is comparable to the access available to others. The law applies to all federal agencies when they develop, procure, maintain, or use electronic and information technology. Inaccessible technology interferes with an individual's ability to obtain and use information quickly and easily. Section 508 was enacted to eliminate barriers in information technology, to make available new opportunities for people with disabilities, and to encourage development of technologies that will help achieve these goals. Vendors are responsible for providing federal customers with all necessary information as reasonably requested regarding product compliance with Section 508 requirements.

**E.3 PAST PERFORMANCE**

As stated in section C.6, a contract will **not** be awarded unless anticipated sales are expected to exceed at least \$25,000 for a 1-year period. This solicitation is for commercial items as defined in FAR 2.101, specifically commercial items/services successfully established in the industry. Offerors must provide past performance information which demonstrates successful sales which exceed \$25,000 annually over the last 2 years. Government sales information is preferred, but commercial sales information is acceptable if there were no prior government sales.

In order to assist the Government in assessing an Offeror's past performance, each company responding to this solicitation will be required to have Dun & Bradstreet (D&B) c/o Open Ratings complete a Past Performance Evaluation Report on that firm. The request must be made prior to the submission of a proposal. Each Offeror must submit, with its proposal, a completed copy of the past performance evaluation form sent, by the Offeror, to Open Ratings. Any charges associated with the Past Performance Evaluation Report will be paid by the Offeror. See D.4 PAST PERFORMANCE EVALUATION REPORT BY OPEN RATINGS.

**E.4 OFFEROR REPRESENTATIONS AND CERTIFICATIONS---COMMERCIAL ITEMS (FAR 52.212-3) (APR 2002)**

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"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 size standards in this solicitation.

"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 business concern" 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"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.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) 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 Internal Revenue Service (IRS).

(2) 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.

(3) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_.

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.

(4) 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 \_\_\_\_\_.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

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

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

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(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.

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

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it  is,  is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either-

(A) It  is,  is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It  has,  has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii)  Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:\_\_\_\_\_.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It  has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It  has,  has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-

(i) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C.1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act-Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Balance of Payments Program-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act-Balance of Payments Program-Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program":

NAFTA Country or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

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

(2)  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 Federal, state or local government 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

(3)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.



<b>F. CONTRACT ADMINISTRATION</b>
-----------------------------------

**F.1 FEDLINK PROGRAM CONTRACT ADMINISTRATION**

**F.1.1. FEDLINK Contracts.** The contractual vehicles issued as a result of this solicitation shall be Indefinite Delivery Indefinite Quantity (IDIQ) firm-fixed unit price contracts pursuant to FAR 16.5. These shall be multi-agency contracts 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 entity as listed in section C.1.1. may be authorized to place orders under this contract in accordance with the terms and procedures described herein. LC/FEDLINK reserves the right to establish a Basic Ordering Agreement (BOA) in lieu of an IDIQ contract if the LC Contracting Officer determines it to be in the best interest of the government. If a BOA is established, ordering procedures will change accordingly (see FAR 16.703).

**F.1.2. Contract Modifications.**

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

F.1.2 (b) Addition of Services and/or Changes to Contract. For the life of the contract, the vendor shall offer no services other than those specified herein unless specific application is made to LC/ Contracts Services to modify this contract 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 contract by modification. Requests for approval to modify the contract shall be sent via fax, email, or handcarried to:

The Library of Congress  
 Contracts & Grants Management, FEDLINK Contracts section  
 ATTN: Charles Wilson, Contract Specialist  
 John Adams Bldg., Room LA-318  
 101 Independence Avenue, SE  
 Washington, DC 20540-9414  
 Fax #: 202-707-0485; Email: chwi@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: Charles Wilson, FEDLINK Contracts, LA-318

**F.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, 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

## **F.2. CUSTOMER USE OF FEDLINK CONTRACTS.**

The FEDLINK program provides both contracting and accounting support to federal agencies and organizations authorized to use federal sources of supply.

**F.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 order in accordance with FAR 16.505. All contract awardees will be provided fair opportunity for consideration for each order exceeding \$2,500. Customers shall evaluate offerings based upon the criteria established in Section E.1, E.2, and E.3 of this document.

**F.2.2. FEDLINK Service Options.** LC/FEDLINK offers customers two service options for participating in the FEDLINK program:

F.2.2 (a) Direct-Pay. Under the direct pay option, customers send their agency generated purchase order directly to the vendor. An interagency agreement between the customer and LC is not required and the customer does not pay the FEDLINK administrative fee. The vendor provides service, invoices the customer directly against the agency purchase order, and the vendor pays the FEDLINK administrative fee. Direct-pay processes are described in detail in section F.3.

F.2.2 (b) 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 F.4.

**Vendors are required to offer the Transfer-pay option to FEDLINK customers.** Vendors are not required to offer the Direct-pay option.

## **F.3. DIRECT-PAY PROCEDURES AND REQUIREMENTS**

### **F.3.1. Initiating Direct-Pay Service.**

F.3.1 (a) Delivery order/purchase order from Customer. Customers may send delivery orders or purchase orders directly to the Vendor. The order shall reference the LC/FEDLINK Contract number, the specific services/products to be acquired, and the order funding level.

F.3.1 (b) Beginning Service. The Vendor shall not begin, renew, or convert to the LC/FEDLINK Contract any service for any FEDLINK customer until a purchase order for that FEDLINK customer for that service for the current fiscal year has been received. The Vendor shall contact the customer to begin service immediately upon receiving and accepting the customer's purchase order. Subsequently, the Vendor shall invoice the customer directly against the purchase order received.

F.3.1 (c) Customer Identification. After receiving the customer order, all vendor correspondence with FEDLINK regarding the FEDLINK customer shall identify the customer by the agency office to which service is provided, the agency delivery/purchase order number, Point of Contact, phone number, and the FEDLINK ID (if available).

### **F.3.2. Vendor Report of Direct-Pay Sales.**

F.3.2 (a) The Vendor shall report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of all Direct-Pay sales under this contract by government fiscal year quarters (i.e., October-December, January-March, April-June, July-September), as specified in section C.6. The dollar value of a sale is the price paid by the FEDLINK customer

for products and services on a FEDLINK contract Direct-Pay delivery/purchase order, as recorded by the Vendor. The reported contract sales value must include the FEDLINK funding fee as referenced in section F.3.3.

F.3.2 (b) The Vendor shall report the quarterly dollar value of sales on the FEDLINK quarterly report as provided in the contract, to the contracting officer via email. If no sales occur, the Vendor must show zero on the report for each quarter. The report is due 45 days following the completion of the reporting period. The Vendor must also provide a close-out report within 60 days after the expiration of the contract. The contract expires upon physical completion of the last, outstanding purchase order of the contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Vendor reported all contract sales and reconciled all errors and credits on the final quarterly report, then show zero sales in the close-out report.

### **F.3.3. FEDLINK Direct-Pay Funding Fee**

F.3.3 (a) The Vendor shall pay LC/FEDLINK a program funding fee for all Direct-Pay customers. The FEDLINK funding fee reimburses the Library of Congress FEDLINK program for the costs of operating the direct-pay program and recoups the program's operating costs from ordering activities. Vendors may include the fee in the contract prices offered. The fee is included in the contract award price(s) and reflected in the total amount charged to ordering activities. Vendors must remit the fee in U.S. dollars within 45 days after the end of each quarterly reporting period as established herein, see Vendor Report of Direct-Pay Sales (F.3.2). The fee equals .75% ( 3/4 percent) of total quarterly Direct-Pay sales reported

NOTE: The Vendor is not required to pay the fee for any Transfer-Pay customers. The ordering activities or FEDLINK customers pay the program administrative fee when transferring funds into an LC/FEDLINK account. Delivery orders issued by LC/FEDLINK on behalf of transfer-pay customers are not subject to the fee.

F.3.3 (b) The Vendor shall pay the fee amount due by electronic funds transfer through the Automated Clearing House (ACH), to LC/FEDLINK. If the payment involves multiple FEDLINK customers, the Vendor may consolidate the fees into one payment. To ensure that the payment is credited properly, the Vendor must identify the electronic transmission as a "FEDLINK Funding Fee" and include the following information: contract number(s), report amount(s), and report period(s). The Vendor must contact the FEDLINK Vendor Services Coordinator as listed in section F.4.3.(b) to make arrangements for payment by electronic funds transfer.

F.3.3 (c) If the full amount of the fee is not paid within 45 calendar days after the end of the applicable reporting period, it constitutes a contract debt to the United States Government under the terms of FAR 32.6. The Government may exercise all rights under the Debt Collection Act of 1982, including withholding or setting off payments and interest on the debt (see FAR 52.232-17, Interest).

F.3.3 (d) The Vendor shall remit any monies due as a result of the close-out report required at the time the close-out report is submitted.

F.3.3 (e) If the Vendor fails to submit sales reports, falsifies sales reports, or fails to pay the FEDLINK Funding Fee in a timely manner, the Government may terminate or cancel this contract and all orders issued hereunder. Willful failure or refusal to furnish the required reports, falsification of sales reports, or failure to pay the fee in a timely manner constitutes sufficient cause for terminating the Vendor for cause under the termination provisions of the contract.

### **F.3.4. Invoice Payment for Direct-Pay Customers.**

The vendor shall invoice customers directly against their agency delivery/purchase orders as specified on the agency order. LC/FEDLINK shall not process invoices for Direct-Pay customers.

## **F.4. TRANSFER-PAY PROCEDURES AND REQUIREMENTS**

**F.4.1. Registration.** Customers indicate their intent to use LC/FEDLINK contracts by completing the online registration form on the FEDLINK website at [www.loc.gov/flicc](http://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.

**F.4.2. 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 agreements 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.

**F.4.3. Initiating Transfer Pay Service.**

F.4.3 (a) FEDLINK Delivery Order. 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 contract. LC/Contracts may also issue delivery order modifications that reflect amendments to customers' purchase agreements - to change services or adjust funding levels, for example. Upon receipt of the official LC delivery order, the vendor may begin service for the customer under the terms of the current Contract. The vendor shall not begin, renew, cancel, or convert to the LC/FEDLINK Contract any service for any FEDLINK customer until a delivery order for that customer 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 expires on September 30 of each fiscal year unless specifically stated otherwise on the delivery order.

F.4.3 (b) 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 Services. This notification confirms the Vendor's acceptance of the order under this IDIQ contract. Upon receiving the 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 Services within ten (10) days. Send customer identification 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

F.4.3 (c) 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.

**F.4.4. 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.

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 Manager  
 (202) 707-4970  
[fliccfo@loc.gov](mailto:fliccfo@loc.gov)

**F.4.5. Invoice Information.** The vendor shall supply the following information on all invoices:

F.4.5 (a) Invoice Data Elements.

- (1) Vendor identification:
  - Name and address of the vendor.
  - LC/FEDLINK Contract Number.
  - Two-character FEDLINK Service ID assigned to the vendor.
  - Name and address of the vendor official to whom payment is to be sent via Electronic Funds Transfer (EFT) (shall be the same as designated in the Contract).
  - 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.
  - 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 Contract (such as evidence of shipment, receipt or prepayment)
  - An invoice copy submitted as replacement for an original shall be certified as a duplicate original.

F.4.5 (b) Invoice Number. Individual invoices shall have unique numbers. Any invoice (including credit invoices) with a number which duplicates another invoice's number is defective and will be rejected.

F.4.5 (c) 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 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.

F.4.5 (d) 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.

#### **F.4.6. Invoice Types.**

F.4.6 (a) 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.)

F.4.6 (b) Summary Invoices. The vendor may submit a summary invoice with line items for each FEDLINK 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.

F.4.6 (c) 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. Computer-readable usage data supplements, but does not replace, invoice information. See C.1.2.2 (e) E-metric Usage Data; FEDLINK is working towards electronic invoicing, with its attendant security requirements.

F.4.6 (d) 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.

F.4.6 (e) 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 \_\_\_\_\_

F.4.6 (f) 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.

F.4.6 (g) 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.

#### **F.4.7. Invoice Submission.**

F.4.7 (a) 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.

F.4.7 (b) Frequency. The vendor shall invoice FEDLINK on a regular cycle. Exceptions are allowed only by prior written mutual agreement between the customer and Vendor.

F.4.7 (c) Sort Order. The vendor shall deliver invoices sorted first by fiscal year, then alphabetically by FEDLINK ID, and in invoice number order. Mixing invoices for different fiscal years, sorting by user ID or other data element slows FFO processing and is not acceptable.

F.4.7 (d) 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).

F.4.7 (e) 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 invoice. Invoices printed on continuous paper sets shall be stripped of letter edge perforation guides. Invoices shall be stripped of any interleaved carbon inserts.

F.4.7 (f) 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) 707-4927

F.4.7 (g) 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.

**F.4.8. 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.

F.4.8 (a) Return of Improper Invoices. If the invoice does not comply with requirements herein, then the vendor shall be notified of the defect within 15 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 F.4.9 of this contract. 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.

F.4.8 (b) 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.

F.4.8 (c) Payment Due Date. The due date for making invoice payments shall be the later of the following two events:

(1) 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.

(2) 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.

F.4.8 (d) 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 Services to provide the 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.

F.4.8 (e) Remittance Advice. FFO shall provide the vendor contact identified in this Contract with a remittance advice that details the invoices for which payment 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.

#### **F.4.9. Interest Penalty Payments.**

F.4.9 (a) 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 agreements issued to foreign vendors outside the United States for work performed outside the United States. Conditions for interest payments are:

- (1) A proper invoice was received by the designated billing office in a timely manner.
- (2) 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.
- (3) 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.

F.4.9 (b) 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.

F.4.9 (c) 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 agreement) after the vendor delivered the supplies or performed the services in accordance with the terms and conditions of the agreement, 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.

F.4.9 (d) 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, but this shall not exceed 15 days.
- (2) The period between the defects notice and resubmission of the corrected invoice by the vendor.



- (3) For incorrect EFT information, in accordance with the EFT clause of this agreement.
- (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, 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. Claims involving disputes, and any interest that may be payable, shall be resolved in accordance with the FAR clause at 52.233-1, Disputes, as amended by the Library.

F.4.9 (e) 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.

## **F.5 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 contract for over-billings, billing errors, and compliance with the Program Funding Fee clause of this contract. This authority shall expire 3 years after final payment.

## **F.6. FEDLINK SERVICES TO VENDORS.**

**F.6.1. 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.

**F.6.2. Mailing Lists.** A mailing list of FEDLINK customers can be provided to the vendor upon request to the address below.

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

**F.7. CONTACT FOR CONTRACT ADMINISTRATION.** The Vendor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning the FEDLINK Quarterly Sales Reports and the Vendor’s Report of Direct-Pay Sales, and the FEDLINK Funding Fee, including reviews of vendor records. The Vendor’s designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. The name of this individual, along with the person responsible for questions concerning the FEDLINK Funding Fee, must be provided by the Vendor prior to the award of a contract. 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:**

(Responsible for overall compliance with the terms and conditions of the contract and the authorized negotiator for all contract activity. The Contract Administrator receives renewal notices and all correspondence regarding contract requirements)

Name, Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_  
e-mail Address: \_\_\_\_\_

**VENDOR CONTACT FOR DELIVERY ORDERS:**

(Responsible for receiving and tracking all customer delivery orders and delivery order modifications)

Name, Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_  
e-mail Address: \_\_\_\_\_

**VENDOR CONTACT FOR FEDLINK FISCAL OPERATIONS (FFO) – INVOICING:**

(Responsible for all fiscal matters and receives all FEDLINK payment advices, LC disbursement notifications and all correspondence related to accounting and financial management issues. Understands FEDLINK ordering, amendment and payment processes. Responds to email notifications of customer requests for delivery order funding decreases as required within 3 business days. Knows the dollar value of orders placed (billed and unbilled) and the status of FEDLINK vendor payments)

Name, Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_  
e-mail Address: \_\_\_\_\_

**VENDOR CONTACT FOR CUSTOMER SERVICE:**

(Primary contact for FEDLINK customers; listed on the FEDLINK Web site at <http://www.loc.gov/flicc/allsvc.html>)

Name, Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_  
e-mail Address: \_\_\_\_\_