

THE LIBRARY OF CONGRESS

Requests Proposals For

Conversion of Microfilm to Digital Images for the National Digital Library Program

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Contracts AND Logistics Services

PREPROPOSAL CONFERENCE

Date: Thursday, February 15, 1996

Time: 10:00 A.M.

Place: Library of Congress

Landover Center Annex 1701 Brightseat Road

Landover, MD

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PART I - THE SCHEDULE

			CONTIN	UATION SHEET	
CLIN	SUPPLIES OR SERVICES AND PRICES/COSTS	TYPE	QTY	UNIT PRICE	AMOUNT
B.1	DIGITAL IMAGES (BY REQUIREMENTS)-BASE YEA	R			
01	DIGITAL IMAGES FROM MICROFILM FRAMES	Bitonal image (TIFF, Group 4)	6,810	\$	\$
02	REQUIRING VERY HIGH* SPATIAL RESOLUTION (HIGHER RESOLUTION MAY BE USED)	Grayscale image (JFIF JPEG)	1,795	\$	\$
03	DIGITAL IMAGES FROM MICROFILM FRAMES	Bitonal image (TIFF, Group 4)	61,290	\$	\$
04	REQUIRING HIGH** SPATIAL RESOLUTION (HIGHER RESOLUTION MAY BE USED)	Grayscale image (JFIF JPEG)	16,155	\$	\$
05	DIGITAL IMAGES FROM MICROFILM FRAMES REQUIRING MODERATE***	Bitonal image (TIFF, Group 4)	65,450	\$	\$
06	SPATIAL RESOLUTION (HIGHER RESOLUTION MAY BE USED)	Grayscale image (JFIF JPEG)	17,400	\$	\$
07	DIGITAL IMAGES FROM MICROFILM FRAMES REQUIRING LOW****	Bitonal image (TIFF, Group 4)	7,950	\$	\$
08	SPATIAL RESOLUTION (HIGHER RESOLUTION MAY BE USES)	Grayscale image (JFIF JPEG)	1,650	\$	\$

B.2	SERVICES FOR PROCESSING MICROFILM W/SPECIAL DIFFICULTIES (C.2.1.3)	HOUR	EACH	
01	SCANNING OPERATOR OR TECHNICIAN	600	\$	\$
02	TECHNICIAN (POST-PROCESSING)	220	\$	\$
03	PROGRAMMER	100	\$	\$
04	PROJECT LEADER	260	\$	\$
В.3	CONTRACT STARTUP AND TESTING (FIRM-FIXED PRICE) C.2.1	1	LOT	\$
	TOTAL COST (BASE REQUIREMENT) YEAR 1			\$

^{*}VERY HIGH SPATIAL RESOLUTION: Resolution - 4800 dpi, measured at the film

THE QUANTITIES AND HOURS AS SPECIFIED FOR THE BASE YEAR (1) AND ALL OPTION YEARS (4) ARE ESTIMATED FOR EVALUATION PURPOSES <u>ONLY</u> AND DO NOT REPRESENT A CEILING. THE MINIMUM AND MAXIMUM QUANTITIES TO BE ORDERED: MINIMUM - 75 PERCENT OF THE ESTIMATED QUANTITIES FOR EACH YEAR; MAXIMUM - 50 PERCENT MORE THAN THE ESTIMATED QUANTITIES. (SEE I.4, 52.216-19 ORDER LIMITATION, SECTION I)

HOURLY LABOR RATES FOR CLIN B.201 THROUGH B.204 SHALL BE FULLY LOADED TO INCLUDE ALL OVERHEAD, G&A, AND PROFIT.

^{**}HIGH SPATIAL RESOLUTION: Resolution - 3600 dpi, measured at the film

^{***}MODERATE SPATIAL RESOLUTION: Resolution - 2400 dpi, when measured at the film

^{****}LOW SPATIAL RESOLUTION: Resolution - 1200 dpi, when measured at the film

			CONTIN	UATION SHEET	
CLIN	SUPPLIES OR SERVICES AND PRICES/COSTS	ТҮРЕ	QTY	UNIT PRICE	AMOUNT
B.1	DIGITAL IMAGES (BY REQUIREMENTS)-OPTION YI	EAR 1			
01	DIGITAL IMAGES FROM MICROFILM FRAMES	Bitonal image (TIFF, Group 4)	8,170	\$	\$
02	REQUIRING VERY HIGH SPATIAL RESOLUTION (HIGHER RESOLUTION MAY BE USED)	Grayscale image (JFIF JPEG)	1,560	\$	\$
03	DIGITAL IMAGES FROM MICROFILM FRAMES	Bitonal image (TIFF, Group 4)	73,530	\$	\$
04	REQUIRING HIGH SPATIAL RESOLUTION (HIGHER RESOLUTION MAY BE USED)	Grayscale image (JFIF JPEG)	14,084	\$	\$
05	DIGITAL IMAGES FROM MICROFILM FRAMES REQUIRING MODERATE	Bitonal image (TIFF, Group 4)	79,900	\$	\$
06	SPATIAL RESOLUTION (HIGHER RESOLUTION MAY BE USED)	Grayscale image (JFIF JPEG)	15,050	\$	\$
07	DIGITAL IMAGES FROM MICROFILM FRAMES	Bitonal image (TIFF, Group 4)	5,400	\$	\$
08	REQUIRING LOW SPATIAL RESOLUTION (HIGHER RESOLUTION MAY BE USED)	Grayscale image (JFIF JPEG)	1,800	\$	\$

B.2	SERVICES FOR PROCESSING MICROFILM W/SPECIAL DIFFICULTIES (C.2.1.3)	HOUR	EACH	
01	SCANNING OPERATOR OR TECHNICIAN	650	\$	\$
02	TECHNICIAN (POST-PROCESSING)	220	\$	\$
03	PROGRAMMER	100	\$	\$
04	PROJECT LEADER	260	\$	\$
	TOTAL COST (YEAR 2)			\$

				CONTINUATION SHEET		
CLIN	SUPPLIES OR SERVICES AND PRICES/COSTS	ТҮРЕ	QTY	UNIT PRICE	AMOUNT	
B.1	DIGITAL IMAGES (BY REQUIREMENTS)-OPTION YI	EAR 2				
01	DIGITAL IMAGES FROM MICROFILM FRAMES	Bitonal image (TIFF, Group 4)	8,640	\$	\$	
02	REQUIRING VERY HIGH SPATIAL RESOLUTION (HIGHER RESOLUTION MAY BE USED)	Grayscale image (JFIF JPEG)	1,615	\$	\$	
03	DIGITAL IMAGES FROM MICROFILM FRAMES	Bitonal image (TIFF, Group 4)	77,760	\$	\$	
04	REQUIRING HIGH SPATIAL RESOLUTION (HIGHER RESOLUTION MAY BE USED)	Grayscale image (JFIF JPEG)	14,535	\$	\$	
05	DIGITAL IMAGES FROM MICROFILM FRAMES REQUIRING MODERATE	Bitonal image (TIFF, Group 4)	83,800	\$	\$	
06	SPATIAL RESOLUTION (HIGHER RESOLUTION MAY BE USED)	Grayscale image (JFIF JPEG)	15,550	\$	\$	
07	DIGITAL IMAGES FROM MICROFILM FRAMES	Bitonal image (TIFF, Group 4)	7,800	\$	\$	
08	REQUIRING LOW SPATIAL RESOLUTION (HIGHER RESOLUTION MAY BE USED)	Grayscale image (JFIF JPEG)	1,800	\$	\$	

B.2	SERVICES FOR PROCESSING MICROFILM W/SPECIAL DIFFICULTIES (C.2.1.3)	HOUR	EACH	
01	SCANNING OPERATOR OR TECHNICIAN	700	\$	\$
02	TECHNICIAN (POST-PROCESSING)	250	\$	\$
03	PROGRAMMER	80	\$	\$
04	PROJECT LEADER	280	\$	\$
	TOTAL COST (YEAR 3)			\$

			CONTINUATION SHE			
CLIN	SUPPLIES OR SERVICES AND PRICES/COSTS	TYPE	QTY	UNIT PRICE	AMOUNT	
B.1	DIGITAL IMAGES (BY REQUIREMENTS)-OPTION YI	EAR 3				
	DIGITAL IMAGES FROM MICROFILM FRAMES	Bitonal image (TIFF, Group 4)	9,090	\$	\$	
02	REQUIRING VERY HIGH SPATIAL RESOLUTION (HIGH RESOLUTION MAY BE USED)	Grayscale image (JFIF JPEG)	1,615	\$	\$	
03	DIGITAL IMAGES FROM MICROFILM FRAMES	Bitonal image (TIFF, Group 4)	81,810	\$	\$	
04	REQUIRING HIGH SPATIAL RESOLUTION (HIGHER RESOLUTION MAY BE USED)	Grayscale image (JFIF JPEG)	14,535	\$	\$	
05	DIGITAL IMAGES FROM MICROFILM FRAMES REQUIRING MODERATE	Bitonal image (TIFF, Group 4)	88,300	\$	\$	
06	SPATIAL RESOLUTION (HIGHER RESOLUTION MAY BE USED)	Grayscale image (JFIF JPEG)	15,550	\$	\$	
07	DIGITAL IMAGES FROM MICROFILM FRAMES REQUIRING LOW SPATIAL RESOLUTION (HIGHER RESOLUTION MAY BE USED)	Bitonal image (TIFF, Group 4)	7,800	\$	\$	
08		Grayscale image (JFIF JPEG)	1,800	\$	\$	

B.2	SERVICES FOR PROCESSING MICROFILM W/SPECIAL DIFFICULTIES (C.2.1.3)	HOUR	EACH	
01	SCANNING OPERATOR OR TECHNICIAN	740	\$	\$
02	TECHNICIAN (POST-PROCESSING)	260	\$	\$
03	PROGRAMMER	60	\$	\$
04	PROJECT LEADER	300	\$	\$
	TOTAL COST (YEAR 4)			\$

			CONTIN	UATION SHEET	
CLIN	SUPPLIES OR SERVICES AND PRICES/COSTS	TYPE	QTY	UNIT PRICE	AMOUNT
B.1	DIGITAL IMAGES (BY REQUIREMENTS)-OPTION Y	EAR 4			
01	DIGITAL IMAGES FROM MICROFILM FRAMES	Bitonal image (TIFF, Group 4)	9,950	\$	\$
02	REQUIRING VERY HIGH SPATIAL RESOLUTION (HIGHER RESOLUTION MAY BE USED)	Grayscale image (JFIF JPEG)	1,675	\$	\$
03	DIGITAL IMAGES FROM MICROFILM FRAMES	Bitonal image (TIFF, Group 4)	89,550	\$	\$
04	REQUIRING HIGH SPATIAL RESOLUTION (HIGHER RESOLUTION MAY BE USED)	Grayscale image (JFIF JPEG)	15,075	\$	\$
05	DIGITAL IMAGES FROM MICROFILM FRAMES REQUIRING MODERATE	Bitonal image (TIFF, Group 4)	96,000	\$	\$
06	SPATIAL RESOLUTION (HIGHER RESOLUTION MAY BE USED)	Grayscale image (JFIF JPEG)	16,000	\$	\$
	DIGITAL IMAGES FROM MICROFILM FRAMES	Bitonal image (TIFF, Group 4)	9,750	\$	\$
08	REQUIRING LOW SPATIAL RESOLUTION (HIGH RESOLUTION MAY BE USED)	Grayscale image (JFIF JPEG)	2,250	\$	\$

B.2	SERVICES FOR PROCESSING MICROFILM W/SPECIAL DIFFICULTIES (C.2.1.3)	HOUR	EACH	
01	SCANNING OPERATOR OR TECHNICIAN	760	\$	\$
02	TECHNICIAN (POST-PROCESSING)	270	\$	\$
03	PROGRAMMER	50	\$	\$
04	PROJECT LEADER	300	\$	\$
	TOTAL COST (YEAR 2)			\$
	*TOTAL EVALUATED COST (YEARS 1 - 5)			\$

^{*}COST EVALUATION WILL INCLUDE 5-YEAR TOTAL

(YEARLY TOTALS FROM PAGES 1, 2, 3, 4, and 5)

SECTION C DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 BACKGROUND

C.1.1 The Library of Congress and the National Digital Library Program

The central mission of the Library of Congress (Library/LC) is to assemble, preserve, and provide access to a universal collection representing human knowledge, in order to serve the United States Congress and the American people. During the next several years, the provision of access to this collection will increasingly be accomplished via online networks and the Library of Congress will work cooperatively with other libraries and archives to establish a national digital library.

To support its growing role in online access, the Library has established the National Digital Library Program (NDLP), which has as its primary focus the conversion of historical collections to digital form. During the next five years, the Library plans to convert as many as 5 million of its more than 100 million items. The material to be converted includes books and pamphlets, manuscripts, prints and photographs, motion pictures, and sound recordings. Some are in their original forms while others have been reformatted as microfilm or microfiche.

As America's national library, the Library of Congress is committed to establishing and maintaining standards and practices that will support the development of the national digital library.

C.1.2 Overview

The Library of Congress seeks proposals to digitize portions of its retrospective 35mm microfilm collection. The Library notes that one key purpose for scanning is to create an archival copy; distribution of these copies will follow a careful determination of their copyright status. The Library will not require the contractor to perform work if, by so doing, the contractor will infringe upon third-party rights under the Copyright Law of the United States. The Library's archive of master microfilm which reproduces materials from the LC collections has been created largely by the LC Photoduplication Service over the past fifty years. The microfilm of the historical collections which will be selected for scanning within the NDLP was produced between 1950-1994. This time frame encompasses some of the very early microfilm produced by the Library, when preparation and bibliographic practices were often cursory, through a period in the late 1970's, when the Library established standard practices for preparing and filming various collections formats such as serials, monographs, newspapers and manuscripts. Many current LC practices follow these established procedures, or they interpret national standards which currently govern the production of preservation microfilm. The focus for the NDLP will be American holdings, and the microfilms to be digitized contain materials like the following:

- Manuscript collections, e.g., the papers of American presidents
- Selected books, e.g., those microfilmed as a part of the Library's ongoing preservation microfilming effort
- Sheet music from the 19th century, copies deposited at the Library when the works were copyrighted
- Periodicals, e.g., a 19th century magazine devoted to Western fiction
- Music scores in the form of the composer's manuscripts
- Early documents from the U.S. Congress

The Library may also choose to digitize the content of other microfilms, including such items as government technical reports.

The digital images produced together with their finding aids will be presented as collections, i.e., groupings of primary-source documents. Each digital collection will be accompanied by introductory and explanatory material. Larger collections include the 97,000-image Abraham Lincoln Papers; smaller collections include a 5,000-page group of pamphlets on the growth of the railroads in the nineteenth century.

C.2 SCOPE OF WORK

High-quality digital images that reproduce the microfilm frames shall be created. The Library's microfilms present a number of significant problems in image capture, including frames with a range of tonal values and reels in which the sizes of the document images vary greatly from frame to frame. Successful and efficient capture of these images shall require careful analysis of the microfilm and may require sophisticated special equipment or the customization of the types of equipment most frequently used for microfilm scanning.

The raster-scanned images to be produced shall meet the needs of researchers at the Library and in sites reached by the Internet around the world. (See Section J, Attachment 2, for additional information on the use of collections by researchers) The Library seeks a balance between efficient production and custom work that strikes the best compromise between two competing goals:

- Capture of digital images with efficient movement of entire microfilm reels through the scanner, with little or no frame-to-frame operator intervention.
- Obtaining a legible, judiciously cropped digital image for each frame, adjusting capture parameters to accommodate changing tonal values and document sizes.

The delivered sets of images shall also be **coherently and logically named and/or numbered,** placed in **delivery directories** with prescribed characteristics, and accompanied by a carefully maintained scanning log. After the images are loaded into the Library's retrieval system, the named images and directories will link the images to bibliographic records (computer catalog "cards") or to finding aids (not unlike the yellow pages in a telephone directory).

Following the startup and testing activity, all work and production of the digital images shall be performed under individual task orders issued under this contract. Each task order will treat a coherent set of films and shall begin with the contractor analyzing these films and proposing to the Library how they should be digitized. The list of requirements which follows within this Statement of Work references explanatory and descriptive information in Attachments in Section J.

C.2.1 Contract Startup/Testing Phase and Task Order Analysis

Two features of microfilm digitization warrant a startup activity to launch this contract: (1) the variation in Library of Congress microfilms, and (2) the complexity of the Library's requirements for digital images and their delivery. For these reasons, the first task to be carried out under this contract shall entail the study of a representative cross section of microfilms and the production of a set of test images.

C.2.1.1 <u>Variation in Library Microfilm</u>

The fifty years of Library of Congress microfilm production have seen considerable variation in practice and the use of problem-solving for various anomalies encountered during filming. A comprehensive overview of these variations is provided in Section J, Attachment 1. Some of these variations present special difficulties for digitizing and shall require a greater level of effort from the contractor (See Pages J-15 and J-16). There is

considerable variation in the types of original materials presented on the microfilms, ranging from handwritten manuscript documents to printed music notation to photographs reproduced as printed halftones. The microfilms also exhibit considerable variation in quality, resolution, tonality, and reduction ratio.

C.2.1.2 <u>Varying Levels of Effort</u>

The microfilm frames that represent the source for contractor-produced digital images may vary from task to task and from reel to reel for a specific task. The following variables which may require the contractor's level of effort to change have been used to develop Section B, The Schedule.

Specific variables may include the following:

- 1. Directory & File Name Structures (see C.4 and Section J, Attachment 4)
- 2. Tracking Printed Page Numbers (see C.4.3)
- 3. Cropping Two-page Film Images to Produce Single-page Digital Images (see C.3.2.3 and examples provided in Section J, Attachment 6)
- 4. Tonal Quality of the Source Material (see C.3.1.2 and Section J, Attachment 3)
- 5. Special Difficulty Factors (see below)

C.2.1.3 Special Difficulty Factors

The contractor shall identify special difficulty factors during the analysis associated with each task to be performed. This shall be included in each specific task proposal and shall be subject to review and verification by the Library.

The special difficulty factors include:

- 1. Variation in film-image or document size and orientation that are deemed to require image-to-image cropping, rotation, or changes in resolution.
- 2. Variation within individual reels of film position (e.g., 1A, 2A, 1B, or 2B) and/or reduction ratio that are deemed to require image-to-image cropping, rotation, or changes in resolution.
- 3. Segmented film images of maps, charts, or illustrations that were filmed in an anomalous manner or are so numerous as to require custom handling at scan time.
- 4. Microfilm frames that overlap or that have uneven spacing and require custom handling at scan time.
- 5. Anomalies or irregularities, including those noted in film head of the reel information or targets, that require custom handling at scan time.
- 6. Deskewing images of documents that may not have been photographed square to the microfilm camera aperture. Deskewing is desired principally for aesthetic reasons and ease of use; the Library does not plan to subject the resulting images to optical character recognition processes.
- 7. Suppression of print show through, printing, or other marks that may show through from the back of the sheet and interfere with the legibility of front-of-sheet writing.
- 8. Suppression or reduction of moire patterns caused when the "frequency" of the original printed-halftone (resolution in lines per inch) encounters the implicit grid of the scanning device, with its own frequency (resolution in dots per inch).

C.2.2 Initial Task Analysis

Due to the complex, interrelated technical elements which may need to be specified for each task, an initial nine

week contract startup and testing phase is included. This initial phase is intended to provide a time during which the contractor and NDLP staff shall work together to address and finalize the definition of requirements which require mutually agreed-upon definitions for varying levels of effort and the special difficulty factors.

The outcome of the start-up and testing activity shall (1) establish the specifications for the first task order and (2) provide for the provisional establishment of other key specifications for additional image types likely to be encountered in later tasks under the contract.

During the project's startup/testing phase, the Library will furnish representative examples of the types of microfilms from which digital images shall be produced. They will be positive copies or duplicate negatives based on the contractor preference determined prior to award. The following microfilms and information regarding the appropriate filenaming and directory structure to be employed will be provided:

- <u>97 reels</u> that reproduce the Abraham Lincoln Papers. The digitization of this collection will be the first task authorized under this contract. The Lincoln papers film will serve as a representative example of manuscript collections.
- 2 reels that reproduce one or two periodical titles. These reels will be representative of serials collections.
- <u>1 reel</u> that reproduces from two to three books. This reel will be representative of printed matter collections.
- <u>1 reel</u> that reproduces a copyright-deposit-series collection, e.g., sheet music. This reel will be representative of collections of shorter works arranged by copyright registration number.

C.2.2.1 Contract Startup/Testing Phase

The startup phase shall include the following actions: Week 1 The Library will ship the 101 reels of film to the contractor for review in advance of a meeting to follow onsite at the Library. Week 2 The contractor project manager and other contractor designated staff shall meet with the Library project manager (COTR) and other Library staff to discuss the sample materials and to delineate the various options for analysis and scanning and to discuss the directory structure(s). Weeks 3-5 Using analytic skills the contractor shall identify and select a cross section of 100-200 sample frames/images representative of the types on the microfilms which include the variations and special difficulty factors listed in C.2.1.2 and C.2.1.3 above. The principal thrust of analysis shall be spatial resolution (See Section J, Attachment 3), while also addressing such matters as image tonality, polarity, rotation, deskewing, and cropping in the sample. There shall be mutual agreement regarding which sample images are selected. Week 6 The contractor shall propose recommendations for digitizing the sample images and all associated quality review procedures in accordance with C.2.7. The proposal will be reviewed and approved by the Library and the contractor will be notified to proceed with the work. The 100 - 200 scanned sample images shall then be delivered to the Library in both electronic and printed-out forms. Week 7 The Library will review the image samples and provide a brief preliminary response concerning acceptability to the contractor. Week 8 The contractor project manager and other contractor staff designated by the contractor will meet with the Library project manager and other Library staff to discuss the samples provided and to resolve any questions that may remain. Week 9 The contractor shall then proceed with any final analysis of the 101 reels. Final analysis and preparation of the proposal for the first task order to be submitted no later than 7 calendar days (Week 10). (See also F.4)

All follow-on task orders shall require similar contractor analysis of the microfilm prior to the issuance for any given task order. The analysis and resultant proposal shall address all general and specific requirements detailed. Meetings with the COTR may be required to discuss the task, as necessary, throughout the analysis period.

C.2.3 Project Management

At the Library of Congress, the Contracting Officer's Technical Representative (COTR), will manage and coordinate this effort, while the contractor's project leader shall perform a similar function for the contractor. The COTR and the contractor's project leader will serve as the principal points of technical communication between the two organizations.

The objectives of the project management approach are:

- To ensure detailed forward planning for work breakdown and schedules at the task level
- To report contract performance on an accurate and objective basis and to identify any problems or issues which may arise during performance of a task order as early as possible.

In each task proposal, the contractor shall establish milestones against which progress shall be monitored and evaluated during performance of the task order. These milestones must be related to distinct and measurable deliverables. In addition to the scanning log, the contractor shall submit periodic written reports of progress during the course of each task. The timing of such reports shall be determined when the specific task is planned; for longer tasks, monthly reports may be required. The reports shall provide a summary narrative that includes key events or activities, noting special problems or difficulties encountered, and addressing proposed methods for corrections of such problems as the work continues. The reports shall note changes in equipment or procedures and provide statistics that indicate the accomplishments of the period described.

C.2.4 Key Personnel

For purposes of this contract, the contractor's key personnel are defined as the project manager and designated alternate, digital scanning personnel, and quality assurance inspector(s). The contractor's project manager or designated alternate shall have full authority to represent the contractor in all matters regarding the contract. The project manager/designated alternate shall be in contact within a period of 24 hours after receipt of notification (telephone, facsimile, or in writing) from the Library to discuss any technical or contractual matter.

C.2.5 Library Furnished Material/Microfilm For Scanning

The microfilm materials selected for scanning for this project are all 35mm roll microfilm on 100-foot reels. The Library will furnish either duplicate negatives (second generation microfilm) or positive copies (which can also be second generation film or third generation film) based on the contractor's preference (which has been specified in the proposal prior to contract award). In either case, the film will be produced from the existing camera master negative and will be second generation microfilm produced especially for the National Digital Library conversion program. If a duplicate negative exists, however, the positive may be produced from that negative. The film will be made available at no cost to the contractor prior to issuance of task order and shall be returned to the Library upon completion of the task order. The film will be used primarily for scanning but thereafter, it may be incorporated into the Library's collections.

C.2.5.1 <u>Duplicate Negative (printing master)</u>

A negative polarity, direct duplicate, print master microfilm (resulting in a second generation film) from the camera master negative will be provided. It will be silver-gelatin, non-perforated, polyester-base film. There will be no splices at any point in the microfilm roll.

C.2.5.2 Positive Microfilm

A positive polarity microfilm which may be printed from the camera master negative microfilm (producing a second generation film) or printed from an existing duplicate negative (producing a third generation film) will be provided. It will be silver-gelatin, non-perforated, polyester-base film. There will be no splices at any point in the microfilm roll.

C.2.6 Receipt of Microfilm - Shipment List

The Library will generate lists of reels to be included in each task order which will accompany the shipments of microfilm for analysis and subsequent scanning. The contractor shall inventory the shipment within two working days of receipt and report to the Library's Project Officer or alternate by telephone immediately any discrepancies between the shipping list and the microfilm which was shipped.

C.2.7 Quality Control

A quality control program adapted to this contract in accordance with the requirements and standards (See also Section E, Inspection and Acceptance) shall be initiated, documented, and maintained throughout the life of this contract. The quality control plan shall be implemented for each phase of contract performance beginning with capture of the microfilm through delivery and acceptance by the Library of all deliverables. The contractor shall be responsible for performing all inspections or evaluations of the quality of images and accuracy of filenames and directories for all digital images produced under this contract. Inspection equipment shall be of appropriate quality, accuracy, and quantity and appropriate staffing shall be utilized to ensure that all requirements of this contract are met.

The contractor shall document all quality control procedures and any actions taken including correction of problems, etc. and submit a quality review report along with (or as a part of) the scanning log with each delivery to the Library.

C.2.7.1 Scanning Log

The contractor shall keep a scanning log. At a minimum, this log shall indicate the date and general description of the material scanned, as well as noting exceptions, problems, irregularities, and anomalies of the types described in section C.4.3. The scanning log may be in computerized or paper form. If a computerized log is utilized, it shall be in commonly used software (e.g. WordPerfect, DBase, etc.) and/or delivered as a delimited ASCII or a generic wordprocessing file. A sample log (which is currently being maintained on paper of the type used for other Library projects) is provided in Section J, Attachment 1, page J-17).

The Library will actively consult this log as it carries out its quality review of the materials delivered by the contractor. The accuracy of the logs will be especially important in tracking the movement of batches/lots within a larger task order. The Library will also use the log to guide the modification of its cataloging or finding aids by incorporating the log's reports of missing documents, impossible-to-scan documents, and other anomalies.

C.2.8 Deliverables and Delivery Media

The work for each task order executed under the terms of this contract shall be presented in three major deliveries:

C.2.8.1 Test Samples (when applicable).

Those digital images associated with the task analysis and proposal prior to issuance of task order. If the group of samples will fit on 10 floppy disks or less, 3.5-inch, IBM-compatible floppy disks may be used. Alternatively, and as a requirement if the sample data exceeds the capacity of 10 floppy disks, the samples shall be furnished on write-once CD-ROM disks.

C.2.8.2 Main Delivery

This shall consist of one or more write-once CD-ROMs. The task shall entail the scanning and delivery of batches of reels in lots as discussed in Section F. These first-delivery CD-ROMs are referred to as alpha disks, meaning that they are the first delivery of the image sets. The alpha disks will be retained by the Library.

C.2.8.3 Reworks

Unacceptable digital images. When performing reworks, the contractor shall follow all contract specifications and specific task specifications as agreed to for the original scanning and for the filename/directory structure, unless otherwise directed by the Library's project manager. If the rework consists of a small number of images, the contractor may deliver them on either floppy disks or on a new write-once CD-ROM. These are referred to as rework disks, meaning that they contain reworked versions of images that failed in the first delivery. Separate floppy rework disks or rework CD-ROMS shall be produced for each collection (to facilitate archiving of the disks by the Library of Congress).

C.2.8.4 Write-once CD-ROM disks for delivery

As outlined in the subsections that follow, deliveries other than those of small sample batches/lots shall be made on write-once CD-ROM disks compatible with ISO 9660 specifications and containing DOS files in DOS directories. The disks shall be in a single session format. Each CD-ROM and accompanying jewel case shall be labeled with the collection or job names, disk (volume) name (within the job series), date completed, and the indicator "Library of Congress-NDLP."

C.2.8.5 Alternate Delivery Media

Alternate delivery media, e.g., 8mm TAR tapes readable on IBM RS-6000 computers running AIX version 3.2.5 operating system, or delivery of images by file transfer protocol (ftp) which would permit images to be loaded into directories and subdirectories in servers at the Library may be acceptable as negotiated and determined prior to contract award. The Library's consideration of the alternatives will take into account compatibility with the Library's existing systems.

C.2.8.6 Shipping/Packing List Form, Scanning Log, Directory and Filename Lists

Each shipment of digital images delivered to the Library shall include an itemized packing list. When the shipment includes the return of microfilm reels, it should be accompanied by the Library's original shipping list for the job. Each shipment of digital files on CD-ROMs shall be accompanied by the scanning log covering that shipment together with directory and filename lists for the disk.

C.2.8.7 Return of Government Furnished Materials

All products developed under this contract shall belong to the U.S. Government, including the proprietary rights therein. (See H.1, Release, Publication, and Use of Government Furnished Data, page H-1) The contractor shall return to the Library all original materials supplied, including the microfilms. The films shall be returned in reasonable condition, in the correct original labeled boxes with their button and string ties and with the film properly wound head of the reel out. The Library understands that scanning equipment will produce a modest level of wear. The returned films may be incorporated into the Library's microfilm collections after scanning.

If the film is damaged during return shipment, at the contractor facility, or the contractor damages an item during the scanning process, the contractor shall be liable for the cost of the duplicate negative or positive copy. The Library will have a replacement copy produced and the contractor shall be liable for the full cost.

Although the contractor may retain copies of the digital scanned files created as working backups, at the end of the contract period, the contractor shall erase or destroy all backup or duplicate files and materials.

C.2.8.8 Intermediate Production Formats

The contractor shall deliver to the Library any intermediate materials produced in the course of preparing the required images. This may include intermediate film copies, or other output. These intermediate materials shall be labeled in a systematic way. Documentation in the form of logs or inventory sheets shall be supplied.

C.3 IMAGE QUALITY AND FORMAT REQUIREMENTS

Image-quality and format specifications are defined as 1) general and/or functional and 2) specific. After the analysis of the film provided for each defined task order, the contractor shall propose the final set of image requirements and the methods to be used to obtain them. This proposal will be reviewed and approved by the Library prior to the issuance of the task order.

C.3.1 General/Functional Image Requirements

C.3.1.1 Retain Significant Data

It is required that digital images contain all of the significant data in the microfilm image. Success in retaining significant data will be the determined by the legibility of the materials to be digitized under performance of this contract; i.e., when all of the words, drawings or other markings, or musical notes can be read in the digital image as could be read in the document on the microfilm. The Library will further define the significant data to be captured for each task order.

C.3.1.2 Spatial Resolution and Translation of Film Tonality

The scanning system to be utilized shall be capable of producing images with varied spatial resolutions. The system shall also be able to translate film frames with low, moderate, and high levels of tonality into digital images as described below. These digital images may be either bitonal (black-and-white; one bit-per-pixel) or grayscale (typically eight bits-per-pixel) based on an analysis performed by the contractor and approved by the Library prior to issuance of each task order. (See additional discussion in Section J, Attachment 3)

C.3.1.2.1 Low Tonality. Film images for which tonality in the original is not significant, e.g., printed matter illustrated with line art, or where tonality in the original has been lost when microfilmed. This category also includes printed matter with halftone illustrations that are reproduced with excessively high contrast (or too dark)

on the microfilm. In the latter case, the assumption is that the illustrations are so poorly reproduced on the film as to render futile any attempt to create high-quality reproductions.

C.3.1.2.2 *Moderate Tonality*. Film images for which tonality is somewhat significant in the original and which has been successfully brought into the microfilm. For example, a manuscript document with ink and pencil markings may be reproduced in a film image that retains some of the tonal differentiation. In a moderate tonality example, bleed-through will be minimal and paper shade/texture is not pronounced. This category also includes manuscripts with moderate frame-to-frame variation in brightness and contrast.

C.3.1.2.3 *High Tonality*. Film images are those for which tonality is very significant, e.g., manuscript documents with ink and pencil markings that vary greatly in intensity and/or manifest pronounced bleed-through (or print-through), very dark paper colors, and/or visible paper texture. This category also includes manuscripts with significant frame-to-frame variation in brightness and contrast and printed matter with gravure, litho, or fine-dot halftone illustrations. In all cases, the assumption is that the microfilm has a good (long) tonal range.

C.3.1.3 Ease of Printing

Individual researchers wish to print copies of Library of Congress digital documents on paper. It is anticipated that these individuals will be using personal computers connected to the Library's Internet World Wide Web resource via local and remote computer networks. Typically, a researcher's personal computer will have a laser printer as a peripheral device; the images must be conveniently printed within this system. (See Section J, Attachment 2) The images to be produced shall be printable, as outlined in the following functional terms:

- Images shall print as legible document reproductions through the use of commercially available off-the-shelf software.
- The images shall produce legible results on single sheets of letter-size paper. Certain categories of images which will be agreed upon in task-specific planning shall require multi-sheet printing. The Library's online presentations will alert users when images will require multiple-sheet printing.
- The TIFF header tags and other image elements shall be set to prevent printing anomalies, e.g., "postage stamp" printing which occurs when typical software interprets the image as being the actual size of the image on the original microfilm. (See also C.3.2.4 and Section J, Attachment 4)

C.3.2 Specific Image Requirements

C.3.2.1 Polarity

Irrespective of the polarity of the film that is provided for scanning, all delivered images shall reproduce the polarity of the original item, i.e., paper is white and ink is black.

C.3.2.2 Rotation

In the delivered digital image, the top of the original document shall appear at the top of the display screen, regardless of the orientation of the document in the film frame. Note that "right side up" for printed matter is defined as "the top of the book or magazine page" (portrait mode). However, often an illustration or table in a book or magazine may be printed "sideways" (landscape) to fit the page, thus aligning the top of the page with the side of the illustration or table. In these cases, the top of the image shall be the top of the page and not the top of the illustration.

C.3.2.3 Cropping

In the microfilms of many Library collections, especially manuscripts, the documents proper are photographed within a larger film frame. It is not uncommon to find documents that occupy about one half of the area of the frame. The following requirements shall apply for cropping of specified frames.

- At a minimum, the digital image shall reproduce the microfilm frame, i.e., the uncropped film frame.
- When the collection (or whole reels within the collection) contain sets of images of documents that are the same size (within a larger film frame) and thus permit a "crop window" to be established for the reel(s), this crop window shall be used to produce a run of digital images that reproduce less than the full microfilm frame.
- In no event shall the actual document be cropped. The Library requires presentation of the entire sheet or page. "Cropping beyond the edge of the paper" increases researchers' assurance that the entire document has been reproduced. Thus, all cropping shall be done "beyond the edge," i.e., allow the edge of the sheet to show in the digital reproduction. (See Section J, Attachment 6) Note: Microfilms of books often show the stack of page edges as the book lies open for filming. This is called the text block. The text block is considered to be part of the document and shall not be cropped.
- When images of the original paper document proper extend to or through the film sprocket holes, that portion of the sprocket holes shall be included in the digital image so that the entire document is captured.

C.3.2.3.1 Within Frame Cropping. Some microfilm frames that consist of a two-page pair (e.g., large books or periodicals that have been filmed in the 2A or 2B positions using reduction ratios greater than 14:1 or when fine print is present) do not produce legible printouts when reduced to 8x11-inch paper. The contractor shall have the capability to crop individual pages from a single microfilm frame that reproduces pair of pages ("two up") filmed in a 2A or 2B position and produce single-page images. These will be defined during task-specific planning.

Note: It shall not be considered acceptable to simply scan the two-page pair, cut the image in half, and then enlarge. Enlarging is defined as interpolating or filling-in pixels to create apparent high resolution.

C.3.2.4 <u>Bitonal Images</u>: Formates and Compression

Bitonal images shall:

- Be compressed with CCITT Group 4 compression
- Be stored in "Intel" TIFF (Tagged Image File Format) files with header content specified below
- Work in IBM-compatible and/or DOS-compatible environment
- Be delivered in directories with file names as specified in C.4.

C.3.2.4.1 *TIFF Version*. TIFF version 5.0 has been determined to be satisfactory and shall be acceptable; however, subject to testing, version 6.0 (or later) may be acceptable.

C.3.2.4.2 *TIFF Header*. It is required that "typical" or "expected" data be provided for most TIFF tags (normally, the data supplied by software default settings). Appropriate values shall be utilized to produce images that meet printing requirements and prevent printing anomalies. The tags currently in use are listed below. Exceptions or options that may not conform to "typical" or default data are noted in the comments column.

Description Tag Comments New Subfile Type 254 Image Width 256 actual pixel count Image Length 257

actual pixel count Bits Per Sample 258 Compression 259 Photometric Interpretation 262 Strip Offsets 273 Samples Per Pixel 277 Rows Per Strip 278 Strip Byte Counts 279 Document Name 269 pathname (directory name and file name) as used for delivery of image Artist 315 Library of Congress Date Time 306 date and time scanned

C.3.2.4.3 *TIFF Tags 282, 283, and 296.* Library practice for TIFF tags 282, 283, and 296 tags may or may not be appropriate for images scanned from microfilm. For a large number of grayscale digital images that reproduce photographs, the Library has employed these TIFF tags as follows:

XResolution 282 actual pixel count YResolution 283 actual pixel count Resolution Unit 296 1 (no unit specified) For printed matter scanned directly from paper, the following values appeared in these same tags: XResolution 282 300 YResolution 283 300 Resolution Unit 296 2 In other cases, the Library has received TIFF images for which no values have been supplied for these tags.

C.3.2.5 <u>Grayscale Images: Formats and Compression</u> Grayscale images shall:

- Have a tonal resolution of 8 bits-per-pixel
- Be compressed with JPEG compression, at a quality level that yields an average compression of 30:1
- Be stored in JFIF (JPEG File Interchange Format) files
- Must work in IBM-compatible and/or DOS-compatible environment
- Delivered in directories with file names as specified in C.4 and in Section J, Attachment 4.

C.4 IMAGE FILENAMES AND DELIVERY DIRECTORIES

The contractor shall assign a digital-image filename to each image captured as part of the initial image-capture process and deliver these files to the Library in an arrangement of directories and subdirectories following the specifications outlined below and in Section J, Attachment 4. These are called delivery directories which may consist of as few as 1 image file (e.g., 1 frame); however, no more than 300 images files shall be placed in any one delivery directory.

The filename and directory structure is essential as it will facilitate future access to the images. The contractor shall delivery the images in delivery directories which the Library will archive in repositories that parallel those created for delivery. These directories and the names of the files they contain shall provide the structure for the Library's digital repository, the institution's archive of digital information. The directory names and filenames link the images to elements in the Library's collection-retrieval system.

The content of the digital repository is stored in UNIX-based servers at the Library of Congress. The Library, however, anticipates production and delivery content using equipment that employs the MS-DOS operating system. In addition, sets of images may be delivered to third parties who use IBM-compatible, DOS-based computers. For this reason, the directory names and filenames shall conform to DOS naming conventions. In order to accommodate UNIX needs, any alphabet letters in the file or directory names shall be lower case. Since filename extensions shall be assigned according to file type (e.g., .tif, .jif or .jpg), the first eight characters--the file name proper--become very important.

C.4.1 Identifiers Used to Name Directories

The particular file- and directory names shall be assigned from interpretation of these general specifications.

The Library will specify an identifier for a delivery directory. An identifier is the prefix or left-side (right-truncated) portion of a name that may contain as many as eight characters. For example, the identifier is bj06 might be used as the basis for assigning the directory names bj06001 (for the first 300 files), bj06002 (for the second 300 files), bj06003 (for the third 300 files), and bj06004 (for the fourth 300 files). Other, similar patterns may also be specified for other identifiers.

The identifiers used to name directories also appear in the cataloging or finding-aid data the Library employs in its retrieval systems. When a researcher has found an item of interest in a catalog or finding aid and executes a fetch command, the retrieval system uses the identifier to locate the appropriate repository directory in the Library's digital archive and proceeds to retrieve the appropriate set of image files.

C.4.2 Five File and Directory Structures

Assigning filenames and naming directories for the collections shall be performed according to the five structures identified below and in accordance with detailed specifications regarding these requirements provided in Section J, Attachment 4. In addition, the Scanning Guidelines Summary Table provided in Section J, Attachment 5 provides a summary of features to be recognized and acted upon, missing images to be recorded, and unscannable images to be noted and left unnamed.

- 1. Numbered document structure
- 2. Unnumbered documents in folder structure
- 3. Bibliographic record/print-page number structure
 - a. When printed page numbers are tracked
 - b. When printed page numbers are not tracked
- 4. Serials structure
 - a. When printed page numbers are tracked
 - b. When printed page numbers are not tracked
 - c. For collation records and/or cumulative indexes
- 5. Copyright-registration-number and technical-document structure

C.4.3 Feature Recognition and Missing-and Unscannable-Image Tracking

In order to properly assign file and directory names and enter data into the scanning log, the contractor shall have the capability to:

- Recognize and take appropriate action when various document or collection features as indicated in C.4.3.1 through C.4.3.10 are encountered.
- Record in the scanning log images missing from the microfilms.
- Record in the scanning log images that cannot be successfully scanned and do not assign the filename that would have been given to these images (or create and name a "placeholder" image).

C.4.3.1 Numbered Documents in Manuscript Collections - 100 Percent Accuracy Required

Numbers printed or stamped on documents shall be identified and used in the assignment of directory names and/or filenames.

C.4.3.2 New Folders in Manuscript Collections - 100 Percent Accuracy Required

The start of a new file folder shall be identified by noticing that the film includes a file folder target or that a file folder label has been photographed in lieu of a target, or by following changes of pencilled numbers on the documents proper (digits that indicate the folder number). These numbers or names shall be used to properly assign names to delivery directories.

C.4.3.3 New Documents in Manuscript Folders - 80 Percent Accuracy Required

The beginning of a new documents (report, letter, etc.) shall be identified and "new document" shall be indicated as a feature.

C.4.3.4 Features and Page Numbers in Printed Matter - 80 Percent Accuracy Required

For some books or other printed matter, the presence of at least four types of features: title pages, tables of contents, lists of illustrations, indexes, and cumulative tables of contents or indexes (for serials) shall be identified. In addition, the actual printed page numbers (when present) for certain books or magazines shall also be identified. Special codes shall be utilized to imbed feature-identifiers in the filenames, as described below.

C.4.3.5 Irregularities Targets - 100 Percent Accuracy Required

Irregularities targets, e.g., targets that are present in the microfilm and indicate anomalies such as "pages missing," "Issues missing," "Library of Congress copy missing title page," or "missing pages 14-17" shall be identified and their presence recorded in the scanning log with a summary of the information they impart.

When irregularities targets indicate anomalies within an item, e.g., missing pages in a book, the target shall be scanned and the image inserted in the stream of images being produced a though they represented a page in the original document. The scanned target serves as a place holder for the missing image/page to be inserted in the future. The filenaming shall also proceed as though an additional page has been scanned. When they indicate a whole item to be missing, the target shall not be scanned, but a notation shall be made in the scanning log that the material is missing.

C.4.3.6 Magazine Covers for Two Issues on Same Frame -100 Percent Accuracy Required

Many microfilms of serials in the 2A and 2B positions include the outside back cover of the "last issue" on the same film frame as the outside front cover of the "next issue." In this document, this is called a double-issue serial-cover frame. Two images of each double-issue serial-cover frame shall be captured for each frame and each shall be placed in the appropriate directory. As noted in Attachment 5, Section J, each issue of serial is to be placed in a directory of its own. A notation of the action shall be made in the scanning log.

C.4.3.7 Repeating Images -50 Percent Accuracy Required

Two succeeding images that reproduce the same document page may be accidental or, more often, represent the microphotographer's recognition that the first attempt did not adequately capture the document, e.g., by a wrong exposure. If the microphotographer did notice the problem, he or she will have corrected it on the following exposure. In other cases, to successfully capture both the text and the illustrations, camera settings are often changed. Therefore, when text and tonal materials exist in a single image, such frames are often exposed twice.

When a repeated page is identified, the contractor may at his option either (1) capture both versions of the

image or (2) capture the best image. In either case, a notation of the existence of the repeating image and the action taken shall be made in the scanning log.

C.4.3.8 Recording the Occurrence of Unscannable Images -100 Percent Accuracy Required

All instances of images that cannot be scanned shall be recorded in the scanning log. Unscannable microfilm images will usually be those with very low or very high densities or contrasts, representing density or contrast values beyond the capability of the image-capture system. In the future, the Library may desire to locate the paper original for the page represented by unscannable microfilm image and to create a new digital image directly from the paper original to insert in the digital collection. For this reason, the contractor shall leave open the filename that would have been assigned to this image so that it can be assigned in the future.

C.4.3.9 <u>Head-and End-of-Reel Information</u> - 80 Percent Accuracy Required

Many reels, especially those for manuscript collections, begin with a number of explanatory head-of-reel frames. They may also have information at the end of the reel. End-of-the-reel information often repeats information appearing at the beginning of the reel, and information in both locations may repeat for each reel in a multi-reel collection. These frames can be easily distinguished from the content proper since they are typically images of explanatory targets, guides, lists, which provide information or guidance about the content of the microfilm. They do not look like the older documents one expects to find in a historical collection since most times they were produced only for the microfilm edition. Additional information pertaining to the identification of head-of-reel information and which frames are to be scanned will be provided by the Library when a job is assigned. (See Section J, Attachment 1)

C.4.3.10 Identifying Segmented Materials/Images - 100 Percent Accuracy Required

When materials such as foldouts and maps are too large to be accommodated on the 35mm in either 1A or 1B position, they are often filmed in segments or sections in order to maintain the same reduction ratio as the text or other content contained on the microfilm reel. The frame sequence presents the item in segments arranged/filmed from left to right and top to bottom. An overlap is also filmed between adjacent sections to facilitate associating the frames. A target may be filmed preceding a sequence of segmented frames to alert the user that the item has been filmed in segments (See Section J, Attachment 1). Each segment shall be scanned separately, and the proper sequencing shall be maintained in the resulting scanned images.

SECTION D PACKAGING AND MARKING

D.1 PACKING AND MARKING

The microfilms being returned to the Library and the CD-ROMs (or other delivery media) containing the digital images shall be packed in labelled cartons in accordance with the best commercial practices which meet the packing requirements of the carrier and which ensure safe delivery at the destination. See Section F for the shipping address and proper procedures for delivery. Each shipment of digital files on CD-ROMs shall be accompanied by an itemized packing list. (See also C.2.8.4, C.2.8.5, C.2.8.6, C.2.8.7, and C.2.8.8.)

SECTION E INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.246-2 INSPECTION OF SUPPLIES--FIXED PRICE (JUL 1985)

52.246-4 INSPECTION OF SERVICES--FIXED PRICE (FEB 1992)

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

E.2 INSPECTION AND ACCEPTANCE

The Library of Congress reserves the right to have the Contracting Officer or designated COTR inspect the contractor's facilities during the actual production of the digital files including all work and storage areas.

The contractor is responsible for performing all inspections for the requirements indicated for the digital images during production and prior to delivery in accordance with the MIL-STD-105E, General Inspection Level II and must meet an acceptance quality level (AQL) of 0.65 defects per 100 units to ensure the quality. Inspection equipment shall be of appropriate quality, accuracy, and quantity to ensure that all requirements of this contract are met. All unacceptable individual images or entire lots shall be corrected at no additional cost to the Library.

The Library of Congress will require two (2) weeks to perform inspections in accordance with the same standards and to determine acceptance for each batch/lot (minimum 2,575 and maximum 6,923) of digital images.

E.2.1 Rejection Procedures for Digital Images Images shall be evaluated and inspected in accordance with the sampling lot size as determined by the task order production rate in accordance with the MIL-STD-105E as indicated above except for those specification requiring 100 per accuracy as indicated.

<u>Delivery media</u> - All delivery media will be inspected to ensure that the requirements stated in Section C are met. CD-ROMs used for delivery (or other delivery media) or their files which are nonfunctional in the Library's systems shall rejected. If there is a consistent failure in the loading of samples, the entire lot will be rejected. Otherwise, if isolated images fail, the Library will prepare a list and return those images.

<u>File and directory names</u> - A batch shall be rejected if the directory and file names do not follow requirements. Directories for each delivered batch will be examined for 100 percent accuracy to determine that the directory names and file names follow requirements and that a file exist for each required image. If any files are missing, a list will be supplied for the contractor to furnish those files.

<u>Special feature recognitions</u> (See Section C and Scanning Guidelines Table (Attachment 5, page J-39 and J-40) -- Accuracy will be determined on a 100 percent basis.

SECTION F

DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.212-13 STOP-WORK ORDER AUG 1989

52.247-34 F.O.B. DESTINATION NOV 1991

F.2 PERIOD OF PERFORMANCE

The period of performance shall begin upon contract award (anticipated to be approximately June 1996) and shall continue until completion and acceptance of all tasks and deliverables. Four (4) one (1) year options for continued performance of tasks orders are available. Exercising of the option years is dependent upon satisfactory performance, continuing need, and the availability of funding.

F.3 TASK ORDERS

Tasks under this contract with the exception of the initial contract startup/testing phase (which will be obligated at time of award) shall be performed through the issuance of phased task orders. The period of performance and delivery dates will be established with each order. For each task, the COTR will forward the microfilm for analysis; and through the Contracting Officer will issue a request outlining required activities and deliverables for a task order proposal. The contractor will be given a minimum of five (5) working days' notice of the Library's intention to forward microfilm for analysis.

The contractor shall submit a technical proposal in response to each request within the timeframe specified. The proposal shall include a detailed description of the work to be accomplished (work plan); the batch sizes for deliverables and completion dates (milestone chart); the required inputs by the Library; and other information deemed appropriate. A cost proposal in accordance with Section B, The Schedule, shall be submitted with the response.

After review and approval of the proposal, the Contracting Officer may issue the task order. The Library reserves the right to decline to issue a specific task order to the contractor after reviewing the contractor's proposal. No reimbursement shall be made for preparation of task proposals.

After issuance of a task order, no changes in scope of work, or changes in delivery dates shall be undertaken without the explicit authorization of the Contracting Officer.

F.4 SCHEDULING DELIVERIES

It is the responsibility of the contractor to insure that arrival of shipments at the Library occur between the hours of 6:30 a.m. and 4:00 p.m., Monday through Friday excluding Federal holidays. (See also

F.5 52.211-8 TIME OF DELIVERY. (JUL 1995)

(a) The Government requires delivery to be made according to a processing/production rates for batch/lot sizes ranging from a minimum of 2,575 to a maximum of 6,923 digital images per week.

REQUIRED DELIVERY SCHEDULE

F.5.1 Contract StartUp/Testing Phase (CLIN B.3 and C.2.2.1)

Weeks After Activity

Contract Award

- 1 Library to ship 101 reels of microfilm to contractor
- 2 Initial meeting at the Library of Congress
- 3-5 Contractor analysis of film; selection of 100-200 representative sample images
- 6 Contractor to forward written proposal identifying the sample images and provide recommendations for digitizing them. Proposal to be reviewed and approved by the Library prior to proceeding with the work. After approval, the scanned images shall be scanned and delivered to the Library in both electronic and printed-out form.
- 7 Library review and acceptance of sample images.
- 8 Meeting at Library for final resolution and discussion of remaining issues.

F.5.2 Initial Task Order

- 9 Any final analysis of the microfilm and submission of proposal for (first) follow-on task order.
- 10 Library review and acceptance of proposal
- 11 Issuance of task order
- 12 Contractor to begin scanning and processing batch/lot one for the task
- 13 Completion and delivery of first digital files (**CD-ROM**, **shipping/packing list**, **scanning log**, **directory**, **and filename lists**).
- 15 Completion of quality review by Library; notification to contractor of acceptance or rejection of files and return of relevant film to the contractor

The delivery schedule determined for each task order shall not be interrupted for completion of remakes for images, files, or entire batches/reels that are determined unacceptable.

F.5.3 Follow-On Task Orders

Film analysis and proposal preparation and response time may vary for each task order.

Precise delivery dates and batch sizes will be determined for each task order and may vary based upon the difficulty inherent in the microfilm being processed. Requests for subsequent task proposals may overlap performance on a task order in progress.

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE
ITEM NO. QUANTITY WITHIN DAYS
AFTER DATE
OF CONTRACT

- (b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding:
- (i) five calendar days for delivery of the award through the ordinary mails; or
- (ii) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

F.6 PLACE OF DELIVERY (F.O.B. DESTINATION)

Supplies and/or services shall be delivered F.O.B. destination to:

Library of Congress

National Digital Library Program

% Freight Services

Madison Building Loading Dock

100 C Street SE

Washington, DC 20540-20003

Freight Services Telephone: 202-707-5558

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 INVOICES

Invoices shall be submitted in an original and two copies to the:

Library of Congress

FSD/AOS (1110)

101 Independence Avenue, S.E.

Washington, DC 20540-1112

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name, address, and vendor identification of business concern;
- (2) Invoice data;
- (3) Contract number, or other authorization for delivery of property or services (including order number and contract line item number); if contract modifications are issued, the <u>modification number</u> in block #3 of the purchase order must be included;
- (4) Description, quantity, unit of measure, unit price and extended price of supplies delivered or services performed;
- (5) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading;
- (6) Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment);
- (7) Name (where practicable), title, phone number, and mailing address of responsible official to be notified in event of a defective invoice; and
- (8) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

G.2 PAYMENT DUE DATE

The due date is the date specified in the contract, or if no due date is specified in the contract, the due date shall be considered to be the later of the following two events:

- (1) the 30th day from receipt of a proper invoice, or;
- (2) the 30th day after the acceptance of supplies delivered or services performed by the contractor.

G.3 TECHNICAL DIRECTION

The Contracting Officer's Technical Representative (COTR) will provide technical direction on contract performance. Technical direction includes: (See also H.6)

- (1) Direction to the Contractor to assist in accomplishing the requirements as indicated in the Statement of Work.
- (2) Comments on and approval of reports and/or other deliverables.

G.4 52.232-28 ELECTRONIC FUNDS TRANSFER PAYMENT METHODS (APR 1989)

Payments under this contract will be made by the Government either by check or electronic funds transfer (through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH), at the option of the Government. After award, but no later than 14 days before an invoice or contract financing request is submitted, the Contractor shall designate a financial institution for receipt of electronic funds transfer payments, and shall submit this designation to the Contracting Officer or other Government official, as directed.

- (a) For payment through FEDLINE, the Contractor shall provide the following information: (1) Name, address, and telegraphic abbreviation of the financial institution receiving payment.
- (2) The American Bankers Association 9-digit identifying number for wire transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.
- (3) Payee's account number at the financial institution where funds are to be transferred.
- (4) If the financial institution does not have access to the Federal Reserve Communications System, name, address, and telegraphic abbreviation of the correspondent financial institution through which the financial institution receiving payment obtains wire transfer activity. Provide the telegraphic abbreviation and American Bankers Association identifying number for the correspondent institution.
- (b) For payment through ACH, the Contractor shall provide the following information: (1) Routing transit number of the financial institution receiving payment (same as American Bankers Association identifying number for FEDLINE.
- (2) Number of account to which funds are to be deposited.
- (3) Type of depositor account ("C" for checking, "S" for sayings).
- (4) If the Contractor is a new enrollee to the ACH system, a "Payment Information Form," SF 3881, must be completed before payment can be processed.

- (c) In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information specified above must be received by the appropriate Government official 30 days prior to the date such change is to become effective.
- (d) The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.
- (e) Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

G.5 PAYMENTS

Payments will be made monthly after satisfactory completion, inspection, and acceptance of the digital images (batch/lots) or as determined for each task order.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 RELEASE, PUBLICATION, AND USE OF GOVERNMENT FURNISHED DATA

No contractor shall have the right to use, release to others, reproduce, distribute, or publish any government furnished data first produced or specifically used by the contractor in the performance of this contract with prior written permissions from the Library of Congress.

H.2 INTERPRETATION OF CONTRACT REQUIREMENTS

No interpretation of any provisions of this contract, including applicable specifications, shall be binding on the Library of Congress unless furnished or agreed to in writing by the Contracting Officer.

H.3 CONTRACTOR COMMITMENTS, WARRANTIES, REPRESENTATIONS

Any written commitment by the Contractor within the scope of this contract shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable under the default provisions for damages due to the Library of Congress under the terms of this contract. For the purpose of this contract, a written commitment by the Contractor is limited to the proposal submitted by the Contractor, and to specific written amendments to its proposal. Written commitment by the Contractor are further defined as including (1) any warranty or representation made by the Contractor in a proposal as to performance, (2) any warranty or representation made by the Contractor described in (1) above, made in any literature descriptions, drawings, or specifications accompanying or referred to in a proposal, and (3) any modification of or affirmation or representation as to the above which is made by the Contractor in or during the course of negotiations, whether or not incorporated into a formal amendment to the proposal.

H.4 USE OF LIBRARY OF CONGRESS NAME OR CONTRACTUAL RELATIONSHIPS IN ADVERTISING

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

H.5 NEWS RELEASE

No news release pertaining to this contract will be made without prior agency approval, as appropriate, and then only in coordination with the Contracting Officer.

H.6 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The Contracting Officer will designate, in writing, an authorized representative(s) to discharge such duties and responsibilities as may be delegated to him. The representative (s) will not have authority to change or alter any of the terms and conditions of the contract. The Contracting Officer is the sole authority to make changes in the contract. The contractor will be furnished a copy of the COTR

delegation.

H.7 KEY PERSONNEL REQUIREMENTS

- (A) Certain skilled experienced professional and/or technical personnel are essential for successful contractor accomplishment of the work to be performed under this contract. These are defined as "Key Personnel" and are those persons whose resumes were submitted for evaluation of the proposal. The contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) hereof.
- (B) If one or more of the key personnel for whatever reason becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding thirty (30) work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the Contracting Officer and shall, subject to the concurrence of the Contracting Officer or his authorized representative, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.
- (C) All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitution. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.
- (D) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the services ordered, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate, or, at the discretion of the Contracting Officer if he finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

H.8 REPRESENTATIONS AND CERTIFICATIONS

In accordance with FAR 15.406-1(b), "Representations, Certifications, and Other Statement of Offerors" (as executed by the Contractor and included in its response to the Library's Request for Proposal), are incorporated and made a part of this contract.

SECTION I

CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (JUN 1988)

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.

- 52.202-01 DEFINITIONS OCT 1995
- 52.203-03 GRATUITIES APR 1984
- 52.203-05 COVENANT AGAINST CONTINGENT FEES APR 1984
- 52.203-06 RESTRICTIONS ON SUBCONTRACTOR SALES
- TO THE GOVERNMENT OCT 1995
- 52.203-07 ANTI-KICKBACK PROCEDURES JUL 1995
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL SEP 1990
- OR IMPROPER ACTIVITY
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE JAN 1990
- CERTAIN FEDERAL TRANSACTIONS
- 52.209-06 PROTECTING THE GOVERNMENT'S AUG 1995
- INTEREST WHEN SUBCONTRACTING WITH
- CONTRACTORS DEBARRED, SUSPENDED, OR
- PROPOSED FOR DEBARMENT
- 52.215-26 INTEGRITY OF UNIT PRICES OCT 1995
- 52.215-30 FACILITIES CAPITAL COST OF MONEY SEP 1987
- 52.215-33 ORDER OF PRECEDENCE JAN 1986
- 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT APR 1984
- 52.222-26 EQUAL OPPORTUNITY APR 1984

52.222-35 AFFIRMATIVE ACTION FOR SPECIAL APR 1984
DISABLED AND VIETNAM ERA VETERANS
52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS APR 1984
52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS
AND VETERANS OF THE VIETNAM ERA JAN 1988
52.223-02 CLEAN AIR AND WATER APR 1984
52.223-06 DRUG-FREE WORKPLACE JUL 1990
52.225-03 BUY AMERICAN ACT - SUPPLIES JAN 1994
52.227-01 AUTHORIZATION AND CONSENT JUL 1995
52.227-02 NOTICE AND ASSISTANCE REGARDING APR 1984
PATENT AND COPYRIGHT INFRINGEMENT
52.227-14 RIGHTS IN DATA - GENERAL JUN 1987
52.229-03 FEDERAL, STATE, AND LOCAL TAXES JAN 1991
52.232-01 PAYMENTS APR 1984
52.232-08 DISCOUNTS FOR PROMPT PAYMENT APR 1989
52.232-09 LIMITATION ON WITHHOLDING OF PAYMENTS APR 1984
52.232-11 EXTRAS APR 1984
52.232-23 ASSIGNMENT OF CLAIMS JAN 1986
52.233-03 PROTEST AFTER AWARD OCT 1995
52.243-01 CHANGES - FIXED-PRICE AUG 1987
52.243-07 NOTIFICATION OF CHANGES APR 1984
52.242-13 BANKRUPTCY APR 1991
52.244-01 SUBCONTRACTS (FIXED PRICE CONTRACTS) FEB 1995
52.245-02 GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS) DEC 1989

52.249-02 TERMINATION FOR CONVENIENCE OF THE APR 1984

GOVERNMENT (FIXED-PRICE)

52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) APR 1984

52.253-01 COMPUTER GENERATED FORMS JAN 1991

I.2 52.215-2 AUDIT AND RECORDS--NEGOTIATION. (OCT 1995)--AS MODIFIED BY THE LIBRARY OF CONGRESS

- (a) As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.
- (c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--
- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.
- (d) The Librarian of Congress or a duly authorized representative of the Library of Congress and the Comptroller General.
- (1) The Librarian of Congress or a duly authorized representative of the Library and the Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.
- (2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting

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

- (f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--
- (1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement; and
- (2) Records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (a), in all subcontracts under this contract that exceed the simplified acquisition threshold in FAR Part 13, and--
- (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
- (2) For which cost or pricing data are required; or
- (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

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

I.3 52.216-18 ORDERING. (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through completion and acceptance of deliverables for the base and options years, if exercised.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.4 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 75 percent of the estimated quantities for the base and each option year as exercised, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

- (b) Maximum order. The Contractor is not obligated to honor any order for a combination of items in excess of 50 percent of the estimated quantities for the base and each option year, as exercised.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within [] days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.5 52.216-22 INDEFINITE QUANTITY. (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 the final task order issued in the last option year.

I.6 52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days written notification. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

I.7 52.233-1 DISPUTES (NOV 1995)--AS MODIFIED BY THE LIBRARY OF CONGRESS

- (a) This contract is not subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, 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 the Act 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 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 Chief of the Contracts and Logistics Division 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 Contract Disputes Act (see 41 U.S.C. 611), 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.

I.8 FAR 52.222-3 CONVICT LABOR (APR 1984) - As Modified by the Library of Congress

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

I.9 FAR 52.232-25 PROMPT PAYMENTS (NOV 1994)--As Modified by the Library of Congress

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

- (a) Invoice Payment.
- (1) For purposes of this clause, "invoice payment" means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies of services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.
- (2) The due date for making invoice payment by the designated payment office shall be the later of the following two events:
- (i) The 30th day after the designated billing office has received proper invoice from the Contractor.
- (ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance 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 Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

- (3) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.
- (4) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a) (4) (i) through (a) (4) (viii) of this clause. If the invoice does not comply with these requirements, than the Contractor will be notified of the defect within seven (7) days after the receipt of the invoice at the designated billing office.
- (i) Name and address of the Contractor.
- (ii) Invoice date.
- (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number, if possible).
- (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- (vi) Name and address of Contractor's official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in event of defective invoice.
- (viii) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).
- (b) Contract Financing Payments.
- (1) For purposes of this clause, contract financing payment means a Government disbursement of monies to a Contractor under a contract clause or other authorization prior to acceptance of supplies or services by the Government. Contract financing payments include advance payments; progress payments based on cost under the clause at 52.232-16, Progress Payments; progress payments based on a percentage or stage of completion (32.102(e)(1), other than those made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at 52.232-10, Payments Under Fixed-Price Architect Engineer Contracts; and interim payments on cost type contracts.
- (2) For contracts that provide for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance

with the terms and conditions of the contract, the designated payment office is not compelled to make payment by this date.

- (3) For advance payments, loans, or other arrangements that do not involve recurrent submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.
- (4) Contract financing payments shall not be assessed an interest penalty for payment delays.

I.10 52.203-9 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY-MODIFICATION. (SEP 1995)

- (a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.
- (b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.
- (c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification. The certification in paragraph (c)(2) of this clause is not required for a modification which procures commercial items.

CERTIFICATE OF PROCUREMENT INTEGRITY-MODIFICATION (NOV 1990)

(1) I,	(Name of c	ertifier) am the officer or employe	ee responsible for the
the exception of any inform possible violation of subsectamended* (41 U.S.C. 423)	ation described in this certification 27(a), (b), (d), or (f) of the character, (hereinafter referred to as "	ertify that, to the best of my knowled ication, I have no information concert the Office of Federal Procurement 'the Act"), as implemented in the I	erning a violation or t Policy Act, as FAR, occurring during
the conduct of this procure	ment	(contract and modification	number).
belief, each officer, employ Offeror) who has participat certified that he or she is far implemented in the FAR, a	yee, agent, representative, and ed personally and substantia miliar with, and will comply and will report immediately to	further certify that to the best of mode consultant of	(Name of nof this proposal has on 27(a) of the Act, as violation or possible
	•	n bond paper if necessary and label eet), ENTER NONE IF NONE EX	

(Signature of the officer or employee responsible for the modification proposal and date)

(Typed name of the officer or employee responsible for the modification proposal)

* Subsections 27 (a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an

agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

I.11 INDEMNIFICATION

The Library will, at its own cost and expense, defend the contractor, its officers, employees, successors and assigns for and hold its and such parties harmless from and against any and all money damages allowed by the Federal Tort Claims Act, as amended (28 USC 2671 et seq), including reasonable attorney's fees which may be payable and limited pursuant to any judgment or settlement thereunder; or any other Act which may allow the Library to pay such fees, resulting from or arising out of any breach by the Library of any of the provisions hereof, or any claim or suit made or brought against the contractor or any of said parties, based, directly or indirectly, upon any of the promises or representations made by the Library in this contract, when such claim, suit or breach is based on the negligent or wrongful act or omission of any employee of the Library while acting within the scope of his or her office or employment, under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred.

ATTACHMENT 1

THE MICROFILM COLLECTIONS

The information in this section is intended to provide an overview of the microfilm which is to be scanned and some problems which the films may present. The camera master negatives and printing masters (or duplicate negatives) which form the Library of Congress master microform collection are held in the Library's microform vaults. They are currently the custodial responsibility of the LC Photoduplication Service. Service copies (positive copies) are available to researchers in the public reading rooms.

1.1 Terminology for Collection Formats

The following terminology is used in this solicitation to describe the collections formats of Library microfilm which will be scanned. The typical level of physical and bibliographic access available for the original materials, which may also appear on the microfilm, is also noted.

Manuscripts

Unique documents like letters or typed reports, typically cataloged by broad collection title, and typically organized by series, subseries, containers and folders. The original documents are physically housed in file folders which are then placed into containers or boxes. Access to these various levels and the individual documents on the microfilm is through printed or machine finding aids or indexes which are often filmed with the materials.

Monographs

Books and pamphlets, typically cataloged as separate entities. Access is through unique, separate monograph records, or sometimes through collections-level records. When available, catalog records often appear on the microfilm.

Serials

Periodicals and journals, including magazines, typically cataloged by title but not by issue or article. When microfilmed, detailed descriptions of the serials, often to the issue level, may be described in collation records or guides to contents of the microfilm. Typically, these appear on the microfilm. Of course, the microfilms may also include cumulative indexes prepared by the publishers of the serials.

1.2 Content of LC Microfilm

Capturing the text and other content of documents contained on the microfilm is the major objective of the NDL Program. However, there is considerable material filmed at the beginning, within, and at the end of a reel of microfilm which serves to inform the viewer of the contents of a reel or a collection, as well as any anomalies or irregularities in the original material which are also reproduced on the microfilm. The Library will provide guidelines regarding what explanatory material and targets are to be scanned for each

Explanatory material - - Preservation microfilm contains explanatory material at the beginning of a reel (termed head-of-reel information) and also at the end of a reel (termed end-of-reel information). The explanatory information at the end of the reel often repeats some of the frames which appear at the head of the reel. These materials include targets (when they can be read without magnification are termed eye-legible), and other information, overviews, guides to the contents of collections, narrative descriptions, bibliographic information, catalog records or cards, finding aids, copyright information, and other associated information which serves to inform the reader of the microfilm about the content, extent and sequencing of the entire collection or of the material contained on that reel. Generally speaking, head-of-reel and end-of-reel explanatory information will not be scanned.

<u>Technical targets</u> - - The frames at the head-of-the-reel also include technical targets or resolution targets which are filmed to provide a method to measure the resolution or the line pattern resolved on the film. Current practice requires that a resolution target also appear at the end of the reel. However, a review of some of the film being considered for scanning under the NDL Program shows that resolution targets were not routinely filmed.

NOTE: Technical targets may be important when the film receives a pre-scanning analysis, but scanned images of technical targets will not be a part of the final digital collection.

<u>Irregularities targets</u> - - Anomalies and irregularities in the original material which was filmed are noted by filming targets which identify the problem, for example, targets noting that material is missing, that the original is in poor or deteriorated condition, or if there are defects in the original.

1.3 Categories of Microfilm and Filenaming Structure

This solicitation presents five different categories or materials formats which are expected to cover the microfilm materials selected for scanning. These categories are identified not only by format but most importantly by the filenaming systems which have been devised for the resulting digital images. Section C.4. provides detailed information about the filenaming procedures and directory structure which the contractor is required to provide with the images.

A sample frame sequence for each of the five categories which includes head-of-reel and end-of-reel information is included on pages J-7 - J-11 of this attachment.

The categories are:

- 1. Manuscripts Numbered document structure
- 2. Manuscripts Unnumbered document/file folder structure
- 3. Monographs Bibliographic record/print-page number structure
- 4. Serials Serial structure
- 5. Copyright and technical document collections Copyright registration and technical document number structure

1.4 Special Problems--Variations in Filming Practice

As noted above, there is considerable variation in LC Photoduplication Service filming practices because procedures were revised or enhanced over the years and they also differ according to the collections format converted to film (monographs, serials, manuscripts). Examples of complex microfilm frames are illustrated on pages J-15 and J-16. Explanatory information appearing on the film and the technical specifications used in filming can vary from collection-to-collection and from reel-to-reel. However, there is also much consistency in the microfilm, if the original material was also consistent in size and content and when established filming practices were used.

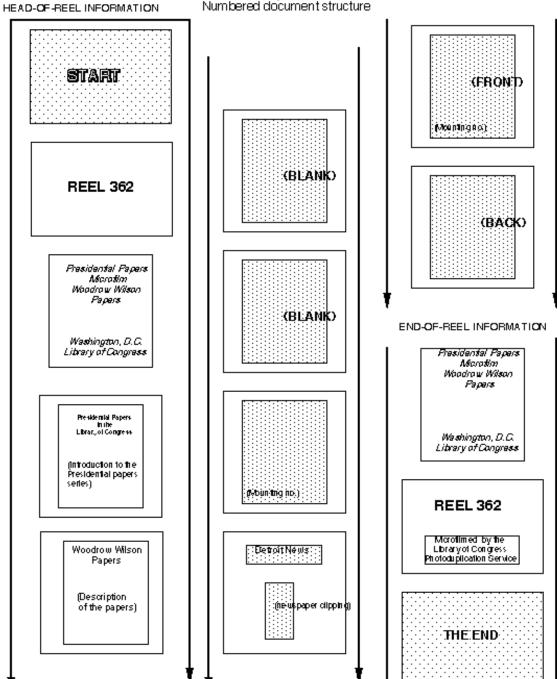
Due to variance in the film, it is likely that adjustments will be required routinely at scanning so that the information in the microfilm frames can be successfully captured and the Library's filenaming requirements are accurately completed. It shall be essential for contractor staff to fully evaluate the selected microfilm and recognize the features and characteristics which are discussed in Section C.4.3. Some of the variations in filming practice, which need to be considered when scanning, include the following:

- 1. Materials have been filmed in all four film positions - 1A, 2A, 1B, and 2B (see page J-13 for illustrative chart). However, film position rarely changes within a reel.
- 2. The orientation (landscape and portrait) of the original material and positioning of items or pages in the frame can vary within a reel and from reel-to-reel based on the dimensions of the original and whether maintaining consistency in reduction ratio within a reel was required.
- 3. Film reduction ratios vary - from collection to collection, from reel to reel, and also sometimes

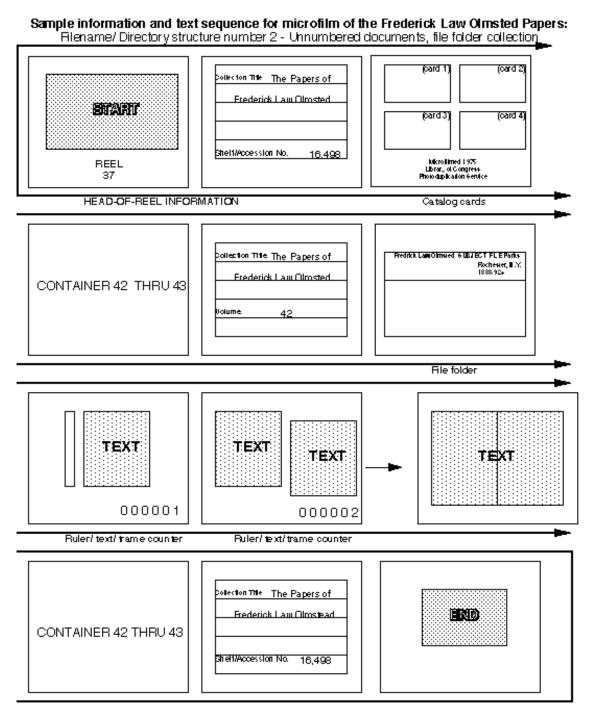
- within a reel. However, they are typically in a range from 10:1 to 14:1.
- 4. Indication of reduction ratio - The reduction ratio used for a reel is often not indicated in a resolution target or alternatively able to be interpreted from a ruler or scale filmed in the resolution target alongside a document. As noted earlier, a resolution target or any other technical target or information, may not have been filmed anywhere on the reel. Also, changes in reduction ratio within a reel are rarely indicated.
- 5. Ruler or scale - For most manuscript material, the reduction ratio used in filming is shown by including, in the same frame and at the same reduction ratio, a section of an inch and millimeter scale at least 3 inches (7.62mm) long which appears beside the first manuscript. When the material's size requires a change in the reduction ratio, at a minimum another ruler should have been filmed.
- 6. In some cases, materials have been photographed against a light background, (copyboard) in others against a black background. This may cause some difficulty in determining the edges of a document, or may present multiple "edges". Also, the film frames can move abruptly from a white to a black background within reels.
- 7. Although a small percentage of reels have sprocket holes or perforations, sometimes in the camera negative or sometimes in the positive print, they appear on the positive film most often because they are present in the camera negative and are transferred when the positive is printed. In no case is the position of the perforations a reliable guide to the location of the edge of the "next" frame. However, documents may have been filmed so that their informational content extends through the sprockets. Therefore, the sprockets will appear in the digital image.
- 8. Duplicate exposures - When the original material was filmed in 2A or 2B position (two pages or items per frame), this sometimes results in text and color or continuous-tone or half-tone black and white illustrations to be present in the same frame. That particular frame was then sometimes filmed more than once, using different exposures, so that each part of the double-page image could be effectively captured. Frames with extreme variation in lightness/darkness of background may also have been filmed more than once.
- 9. The size of the documents on the film can vary greatly, reflecting the high variance in document size in the original paper collections or changes in reduction ratio within a reel. For example, for one reel of the Lincoln Papers microfilm, the film document image size ranges from 5mm high x 8mm wide to 31mm high x 25mm high.
- 10. The front and back covers and end sheets for monographs, serials and books contained in manuscript collections, may have been filmed if the practice at that time was to provide a facsimile reproduction of the book or journal.
- 11. Some documents (maps, charts, illustrations) are segmented on the film. The size of the originals changed and in order to maintain the same reduction ratio, the document was filmed in segments on successive frames. A chart or target indicating the correct sequence of the segments in the successive frames as they relate to the original document may appear on the microfilm, but often it has not been provided. (See page J-14, Segmented Material Targets)
- 12. Although frames on the microfilm do not overlap, the spacing between exposures is usually not entirely consistent throughout a reel.
- 13. In the manuscript collections which have been filmed, frame counters with numbers can sometimes be found in the lower right hand corner of the frames or along the bottom of the frames. The numbers which appear in these frames are provided by an automatic counter mounted in a camera bed. The counter is set back to 000000 at the beginning of each reel. The container target is always 000000, the first folder of the manuscript is 000001, the first document is 000002 etc. The frame counters are not used consistently for all of the manuscript collections film produced over the last decades, and the numbers often cannot be identified or easily read. A decision regarding scanning this information will be made on a job-by-job basis.
- 14. Blank pages may have been filmed and often absolutely no information appears.
- 15. Irregularities targets: Anomalies or irregularities can be noted in explanatory material appearing at the

- head of the reel, but irregularities which refer to specific pages/frames will appear in place of the material and before the first frame of material which follows.
- 16. Image tonal range: The Library's original source materials and the microfilms that reproduce them vary in terms of tonal range. Although microfilm is a high contrast medium, the Library's films, like those produced by many libraries and archives, do preserve some tonal values. Therefore, the most successful approaches to digital imaging from microfilm may be ones that exploit microfilm tonality at capture time.

Sample information and text sequence for microfilm of the Woodrow Wilson Papers: Filename/ Directory structure number 1 OF-REEL INFORMATION Numbered document structure



Filmed in 1A position



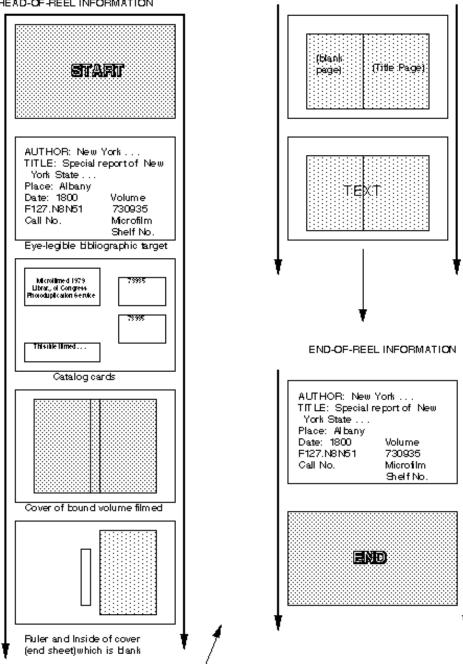
END-OF-REEL INFORMATION

Filmed in 1Band 2B position

Sample information and text sequence for microfilm of Special report of New York State...

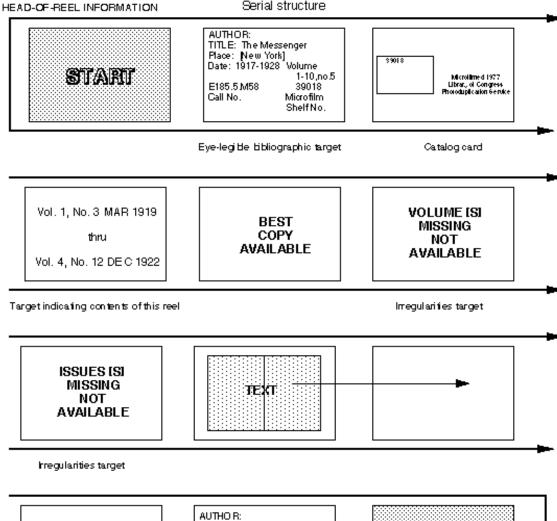
Filename/directory structure number 3 -Bibliographic record/print page number structure

HEAD-OF-REEL INFORMATION



Sample information and text sequence for microfilm of the Messenger: Filename/Directory structure number 4 -

Serial structure AUTHOR:



Vol. 1, No. 3 MAR 1919

thru

Vol. 4, No. 12 DEC 1922

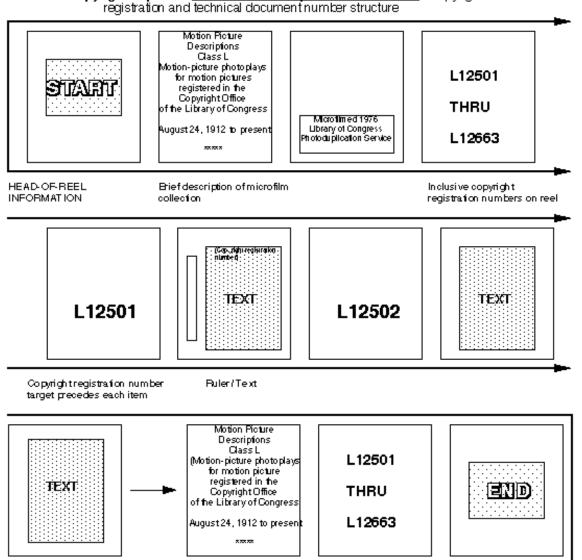
TITLE: The Messenger Place: [New York] Date: 1917-1928 Volume

1-10 no.5 E185.5.M58 39018

Call No. Microfilm Shelf No. (D)

END-OF-REEL INFORMATION

Text filmed in 2B position



END-OF-REEL-INFORMATION

Filmed in 1B position

*****Partial text of additional information in this frame:

This microfilm is one of a series of microfilms which is a chronological record by copyright registration number of the descriptive material deposited in the Library of Congress in support of the registration of claims of copyright for motion picture works.

LIST OF SELECTED MICROFILM TARGETS THAT CAN APPEAR ON LC FILMSTART

END

End of Reel/

Please Rewind

FILMED AS BOUND

Some Pages in the Original Contain Flaws and

Other Defects Which Appear on the Film

Blank Pages Not Filmed

REEL NO:

Volume(s) Missing

Page(s) Missing

Issue(s) Missing

Continued on next reel

Series No.

Title

Container

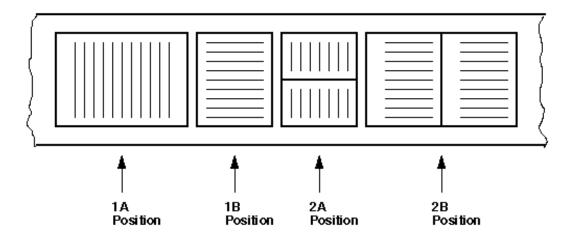
Best Copy Available

Material listed as missing, if located at a later time may be added to the end of the reel.

There were in the original file some pages containing mutilations and other defects. These unavoidably constitute part of the filmed file.

DIAGRAM

MICROFILM FRAME POSITION OR ORIENTATION



SEGMENTED MATERIAL TARGETS

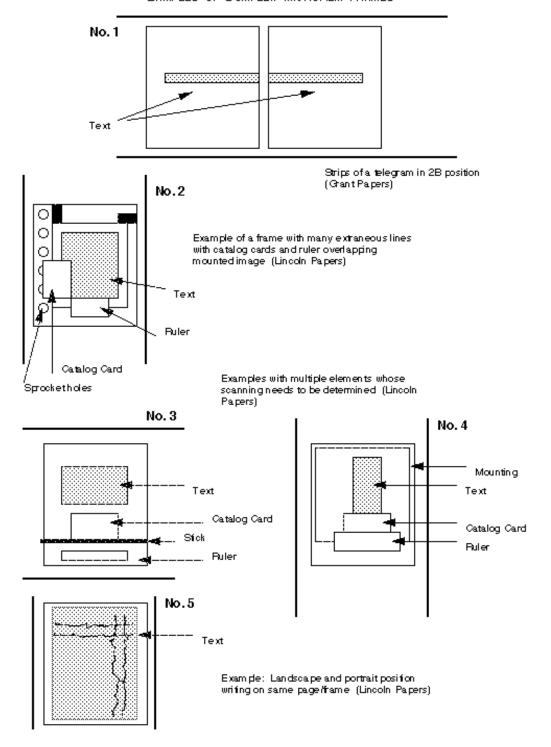
Material which is too large to be captured in its entirety with the low reduction ratios typically used in preservation microfilming is often filmed in parts or segments following the frame sequence patterns noted below. Such targets should appear before the frames.

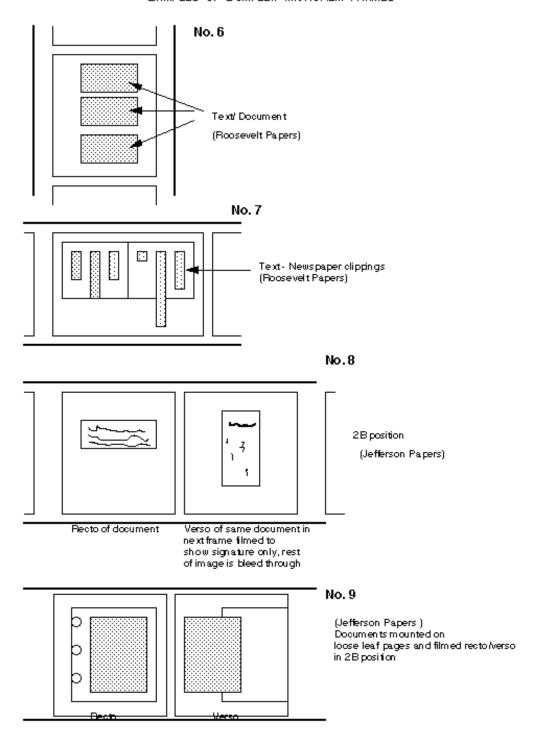
The 3 types of targets which may be present represent 2, 4 or 9 segmented frames. Fewer than 4 or 9 segments will still show targets B. or C.

1	1	2
2	3	4
(A.)		(B.)

1	2	3
4	5	6
7	8	9

(C.)





Scanning log sample

33GM	SAMPLE SCANNING LOG			\$C585\$	
Scan Date	Reel ID	Reel No.	Directory Name	Image No.	COMMENTS
9/30/95	Microfilm	No. 56	LMKO4	22	There are no pages 23-24
10.22	68952 MicRR	1 (C) (C) (A)	Erect No. 10 Piller	50	Includes faint stamp
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		1000	Milys Lange	5	Stain present
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ATTACHMENT 2 RESEARCH USE OF LIBRARY OF CONGRESS IMAGE COLLECTIONS

2.1 Display-screen Viewing and Printed Output

The students and researchers who use Library of Congress collections online desire the ability to view the images on their computer display screens and to print copies, typically on a laser printer. Most students and researchers use current-generation color-capable display systems with resolutions of 1024 x 768 or 1280 x 1024 pixels; their printers are likely to be capable of printing at settings of 300 or 600 dpi.

For the foreseeable future, access to Library of Congress collections will be provided using software associated with the World Wide Web protocols for Internet.

Informal experiments by the Library of Congress suggest that the image type that works best for display may not be the type that works best for printing. Display systems often produce the greatest legibility (and thus the best results) with a grayscale image. But printers often do best with a bitonal image. When a grayscale image is printed it must be "halftoned" and this tends to break up small features like fine print.

Generally speaking, students and researchers using Library of Congress text-based (as opposed to pictorial) collections place greater importance on the printed output than on screen display. They do not always view a document page as an end in itself, but typically will use the information that they find in the documents when they write their own articles or reports. Although some researchers may "carry away the document" on a floppy disk, most will prefer to print it and carry away a sheet of paper for later reference.

In past paper-scanning projects, the preference for printed output over screen display has led the Library to favor bitonal images. More recent explorations, however, have shown that a laser printer's representation of a grayscale image can be very good. In one informal experiment, for example, some manuscript pages were scanned from the original paper at 150 and 300 dpi. Using graphic-arts software, the laser printer was set for 600 dpi output (which affected the way in which the halftoning occurred) and the resulting paper copy was very legible.

For this procurement, the Library seeks proposals to create images that will display and print successfully for researchers working in contexts like those described above, with the greatest emphasis placed on successful printing.

2.2 Scaling at Output Time and Capture Resolution for High-detail Content

The researchers who access Library of Congress collections via Internet employ a variety of software packages, ranging from modest freeware associated with World Wide Web browsers to sophisticated graphic arts software for image handling. With varying degrees of effectiveness, this software scales (changes the sizes of) the images at display and print time. As noted above, the Library findings thus far suggest that, for documents (as distinct from pictorial matter), printed output is of greater importance to users than screen display. Typically, a researcher's personal computer will have a laser printer as a peripheral device; the Library's digital images must be conveniently printed within such a system.

The Library recognizes the emergent state of software associated with the World Wide Web and it well aware of the shortage of available tools for certain image types, especially viewing and printing software appropriate for bitonal images, especially bitonal images with TIFF headers and CCITT group 4 compression. In fact, the Library is planning to make a special arrangement to offer viewing and printing software for this purpose to researchers who wish to use Library collections via the World Wide Web.

Although some researchers wishing to print document images may be limited to software like that described in the preceding paragraph, many others will have additional graphic arts or other software (not intended for use "within" the World Wide Web environment) capable of handling raster-scanned images.

ATTACHMENT 3 IMAGE RESOLUTION AND IMAGE QUALITY

3.1 The Analysis of Spatial Resolution

Various methods may be used to determine the appropriate levels of spatial resolution for digital images. A starting point, of course, will be a determination of the actual "delivered" resolution of the film itself.

The determination of the film's delivered resolution may result from an examination of resolution targets appearing on the film or other features that permit actual measurement. Since not many Library of Congress films produced during the period under discussion include images of resolution targets, in many cases, the contractor's analysis will have to be based on the creation and comparison of images produced in different ways and/or at different levels of scanning resolution. In such tests, for example, lines of representative text (that is lines of printed or written characters) may be scanned and examined to determine the actual level of film spatial resolution.

For reference, the Library offers this brief summary of informal tests carried out with a handful of Library microfilms during 1995. The films were scanned with a device that was reported to apply resolutions ranging from 1200 to 4000 dpi to the film. Both grayscale and bitonal images were produced. In an informal review of the resulting images, significant differences were observed when the 1200 and 2700 dpi images were compared; the differences between the 2700 and 4000 dpi image were insignificant or negligible. This informal finding suggests that many Library films may not contain recoverable data beyond the level of about 3000 dpi. For materials at a reduction ratio of 12:1, this suggests that the recoverable resolution in terms of the original document may be on the order of 250 dpi.

Based on the analysis performed on the sample films prepared for any given job under terms of this procurement, the contractor will recommend a course of action for the job to the Library. This course of action, of course, will take into account such factors as whether the delivered images will be grayscale (for which matching the spatial resolution of the film may be recommended) or bitonal (for which higher resolution may be recommended to compensate for the reduction of scanned data to one bit-per-pixel).

The analysis and recommendations will be reviewed by the Library' project leader and work will proceed after the leader gives his or her approval of the proposal.

3.2 Genuine, Interpolated, and Nominal Spatial Resolution

The reduction ratios for Library microfilms are not always known nor is it always possible to state the original dimensions of the documents on the microfilms. For this reason it will often be difficult to state the spatial resolution of the digital images in reference to the original documents.

It will however, be possible to state the resolution in terms of the film image itself, as suggested by the preceding section. The numerical value of this film-reference resolution, however, should not be recorded in image file headers or their equivalent if such recordation will cause printers to output "postage stamp" or other deviant-sized hard copy. The resolution in terms of the film shall be provided in the analytic documents created before a job begins and in the documentation that accompanies the digital images, e.g., in or in association with the scanning log.

When this film-reference resolution is given, it shall be stated in genuine terms, i.e., the actual optically achieved spatial resolution of the image. The numerical value shall not be based upon interpolation, i.e., the achievement of high levels resolution by the use of computer algorithms that "fill in" missing pixels.

The resolution stated in the delivered file headers or their equivalent shall be a nominal resolution that represents an approximation of the resolution as referenced to the original document. When the film's

reduction ration or the original document size is known, then the nominal resolution shall be as accurately rendered as is practical. When the reduction ration and original document size is unknown, a reasonable estimate shall be provided. In every case, the nominal resolution shall be agreed upon during the analysis of the film that precedes a given job.

As noted in Section C.3.1.2, the digital image headers or their equivalent shall be such as to permit easy printing with a standard-type laser printer. If this means that it is inappropriate to place the nominal resolution value in such a header or equivalent, then the contractor shall report the nominal resolution in the scanning log or other report and place in the header the resolution value that will yield the desired outcome when printing the image.

3.3 Suppressing Print Through

To the degree possible, the Library desires images in which legibility of front-of-sheet writing is enhanced by the suppression of printing or other marks that may show through from the back of the sheet. This print-through is often of a lighter tone than the ink or data on the facing side of the sheet and, on the film, the human eye can "tune it out." However, in scanning--especially to produce a bitonal image--there is a severe risk that the threshold setting will render the lighter-tone print-through as black, i.e., at the same tonal value as the desired text. The resulting mix of desired characters and undesired "noise" degrades the legibility of the page.

The capture of legible images of handwritten documents may also be made difficult by show-through, presenting the same risk as described for printed matter. Handwritten documents also present the challenge of tonal information: some marks (e.g., ink) may be darker than others (e.g., pencil). If a bitonal image is produced, sophisticated thresholding is required to capture both light and dark marks. It is understood that a grayscale digital image will retain the tonal characteristics of the microfilm.

J.3.4 Suppressing Moire Pattern Interference for Printed-Halftones

The Library desires "clean/clear" reproductions of illustrative matter on the microfilm. It is understood that high-quality capture of illustrative material can be difficult when the source microfilms do not reproduce illustrations very well.

The production of clean digital images when the microfilm reproduces a printed halftones in a book can be especially difficult. The digital images may be marred by moire patterns, caused when the "frequency" of the original printed-halftone (resolution in lines per inch) encounters the implicit grid of the scanning device, with its own frequency (resolution in dots per inch).

Approaches that exist to solve this problem include at least the following: the use of a dithering algorithm at scan time to "randomize" the implicit grid produced by the scanner, the use of grayscale imaging (although this may only defer moire problems to the point of imagin printing), the use of a de-screening and rescreening algorithm such as that employed by certain Xerox scanners.

ATTACHMENT 4 IMAGE FILENAMES AND DELIVERY DIRECTORIES

4.1 Naming Files and Directories

The contractor shall assign a digital-image filename to each image captured as part of the initial image-capture process, and deliver these files to the Library in a certain arrangement of delivery directories and subdirectories, each containing no more than 300 files. Directory names and filenames shall conform to DOS naming conventions and, when alphabet letters are used, these shall be lower case.

The Library will specify what is called an identifier for the name of a delivery directory. An identifier is the prefix or left-side (right-truncated) portion of a name that may contain as many as eight characters. (See section C.4.1)

4.2 Naming files and directories: Five Structures

Different collections will require different structures for assigning filenames and naming directories. The Library identifies the five structures listed below for this contract.

- 1. Numbered document structure
- 2. Unnumbered documents in folder structure
- 3. Bibliographic record/print-page number structure
 - 1. a. When printed page numbers are tracked
 - 2. b. When printed page numbers are not tracked
- 4. Serials structure
 - 1. a. When printed page numbers are tracked
 - 2. b. When printed page numbers are not tracked
 - 3. c. For collation records and/or cumulative indexes
- 5. Copyright-registration-number and technical-document structure

4.3 FILENAME/DIRECTORY STRUCTURE 1: NUMBERED DOCUMENT STRUCTURE

Generally speaking, the numbered document structure applies to certain manuscript collections, e.g., the presidential papers collections. Every leaf (an individual sheet of paper) received a sequential number when the collections were processed in the 1930s, 1940s, and 1950s. The number was stamped on the leaf with a rubber stamp and called a leaf number. In some cases, the documents were then mounted on larger sheets in bound volumes and the leaf number (still on the document proper) is then called a mounting number.

Many leaves have writing on both sides; a leaf may thus "contain" two pages. On the microfilms of manuscript collections, the back side has been filmed if it contains a marking of any kind. The back side of a leaf, of course, always appears on the film following the front side. The rubber-stamped leaf number, however, does not appear on the back side.

The contractor shall assign filenames based upon the leaf or mounting number. Depending upon the collection, this number may reach six digits, e.g., 140862. The filename consists of the mounting number, with leading zeros added as needed to create a six-digit expression. In addition, the letter a is added to the six-digit expression to indicate that this image reproduces the front or numbered side of the leaf. For example, the image of the front of leaf 435 shall be assigned the filename 000435a.jpg (or 000435a.tif); the image of the front of leaf 140826 shall be assigned 140862a.jpg (or 140862a.tif).

Digital images shall be created for all back sides that appear on the film. These shall receive the same number as the front, with the substitution of the letter b for the letter a as the seventh character in the filename. For example, if the microfilm contains images for the front and back of leaf number 435, the

two images shall be assigned the filenames 000435a.jpg (or 000435a.tif) and 000435b.jpg (or 000435b.tif).

At the time that a job for a particular numbered-document collection is assigned, the Library will provide written instructions, a copy of the finding aid (in print and/or in machine-readable form), and will also mark sample reels to show typical patterns for head-of-reel information and similar features.

Manuscript collections with leaf numbers are typically numbered consecutively throughout. Sets of pages (images) not to exceed 200 (100 leaves) shall be grouped in directories for delivery. Thus the name assigned to each directory will indicate the leaf numbers included within. The quantity limit has been set to facilitate ease of handling at the Library. The table that follows outlines a directory structure for the Lincoln Papers, to be created by the contractor when the images are delivered.

Directory name assigned by contractor	Images		
lp000000 Note: "lp" stands for "Lincoln Papers"	All images for leaves through number 99 (e.g., 000001.tif through 000099.tif)		
lp000100	Leaves 100-199		
lp000200	Leaves 200-299		
continues as needed			
lp045000	Leaves 45,000-45,999		

In this structure, missing, repeated, and unscannable pages or documents shall be recorded in the scanning log.

4.4 FILENAME/DIRECTORY STRUCTURE 2: UNNUMBERED DOCUMENTS IN FOLDER STRUCTURE

Generally speaking, this structure applies to certain manuscript collections, e.g., the Booker T. Washington Papers. The documents in these collections have been placed in separate file folders within certain logical elements: series and subseries. Each folder, series, and subseries represents units that cohere intellectually. In addition, the folders are stored in containers (boxes), in sequence. Each collection's organization, including a list of series, containers, and folders, is found in the collection's printed finding aid. The following table illustrates this form of organization:

Collection

Series 1Subseries A Folders 1, 2, 3, etc. Documents 1, 2, 3, etc. Subseries B Folders 1, 2, 3, etc. Documents 1, 2, 3, etc. Documents 1, 2, 3, etc. Documents 1, 2, 3, etc.

□ Note: The folders are placed in containers (boxes), until each container is filled. Often, these containers are numbered. Thus, a researcher may identify materials within a collection logically, i.e., by series, subseries, and folder; or physically, by container number and folder name or number.

The Library's digital presentation of these collections will be organized in the logical structure, i.e., by series and folder. Researchers will access the collections by means of an online finding aid (based on the existing printed finding aid) to be produced by the Library. Although the containers do not represent logical units, their numbers may be employed in directory naming in order to retain the sequence of folders in the collection.

The Library will provide the contractor with a copy of the printed finding aid (or an equivalent list) at

the time of scanning. If containers and folders have not been previously numbered, the Library will assign numbers by marking the finding aid or list. The marked-up finding aid or list will indicate the identifier for each series and folder. The Library will also indicate typical patterns for head-of-reel information and similar features.

For collections in this category, the contractor shall deliver the images in a combination of directories and subdirectories. The highest level delivery directories will represent collection series, with lower-level directories representing folders. The individual files will reproduce the document pages within the folders, as captured on the microfilm.

Within the folders, the images receive sequential numbers. Folders generally contain a few hundred pages. Since they never contain more than 10,000 leaves (and thus will not exceed 9,999 pages to be imaged) the Library requires the use of a four-digit number (including leading zeroes) for page-image naming. The contractor shall assign filenames sequentially within the folder, i.e., 0001, 0002, 0003, 0004, etcetera.

4.4.1 Recognizing and marking new documents

A requirement associated with folder-based manuscript collections is the recognition of "new documents." (See also section C.4.3.2) Documents in folders tend to be letters, reports, and other written or printed items. In order to aid future researchers, each image that represents the start of a new document shall be marked by adding the letter d to the filename in the last position before the filename extension, e.g., 0001d.jpg.

Recognizing new documents means observing that the next image represents the start of a letter (which may be indicated by letterhead, date, salutation, etc.) or the first page of a report (which may be indicated by a title, author's name, page 1, etc.). Miscellaneous pieces of paper (for example, scribbled notes, 3 x 5 slips, or groups of small items, etc.) shall also be treated as new documents.

4.4.2 Recognizing and marking missing, unscannable, or repeating pages

In the unnumbered document/file folder structure, missing or unscannable documents shall (1) be recorded in the scanning log and (2) the specific image numbers shall be left unassigned to permit the insertion of the missing images in the future. The Library requires 100 percent accuracy in the identification of missing and unscannable documents.

If any repeating images are identified by the contractor (50 percent accuracy requirement) and scanned, the image number shall not increment and the letter p shall be added to the filename for the second occurrence of that page. e.g., 0008p.jpg. As stated in section C.4.3 above, the contractor may choose not to scan any repeating images that are identified.

4.4.3 Example of unnumbered document/file folder collection

The table that follows offers an example of a directory and filename structure for a folder-based manuscript collection.

Finding Aid information	Identifier for directory provided by LC	Name assigned to directory by contractor	Identifier for folder provided by LC	Name assigned to folder sub-director y by contractor	Image filenames assigned by contractor
Series: Correspondence	gpcor	gpcor001 (may be more directories if large series)			
Container: 816 Folder (no. 23): "Letters, January-March 1876"			81623	81623	
Image number 1, start of first document, feature recognized by contractor					001d.jpg
Remaining pages of first document; image nos. 2-5					0002.jpg 0003.jpg 0004.jpg 0005.jpg
Image number 6, first page of new document, feature recognized by contractor					0006d.jpg
Remaining pages of second document; image numbers 7-10. One page on the microfilm twice and scanned (contractor's option)					0007.jpg 0008.jpg 0008p.jpg 0009.jpg 0010.jpg

4.5 FILENAME/DIRECTORY STRUCTURE 3: BIBLIOGRAPHIC RECORD/PRINT-PAGE NUMBER STRUCTURE

This structure will generally be used for monographs (books and pamphlets). The Library will supply a list or a simple database for the group of monographs to be scanned. The key elements on this list or database will be:

Collection name

Example: Western Travel in Rare Books

Collection identifier

Example: wtrb

Book author and/or title

Example: White, Michael Claringbud. California all the way back to 1828.

LCCN: the Library of Congress catalog card number (a unique number)

Examples:ca4-14356 (stored in computer as 04014356)

Book identifier Example: 014356

Text conversion yes/no

Example: No

Before scanning, the contractor shall verify that the next item on the microfilm is the correct one by examining the filmed target, filmed bibliographic record ("catalog card") if present, or monograph title page. (See pages J-37 and J-38 for a sample catalog card and record) This target and/or bibliographic record will provide the book's author, title, and LCCN. The filmed target and/or bibliographic record is to be scanned to permit the verification of the item during the Library's quality review process.

All of the images of book pages shall be delivered to the Library in a directory assigned the name of the book identifier, 014356 in the first example above.

The individual image filenames shall be assigned as outlined in the following two sections.

At the time that a task for a particular printed matter collection is assigned, the Library will provide written instructions, a copy of the finding aid or equivalent (in print and/or in machine-readable form), and will also identify typical patterns for head-of-reel information and similar features.

Specific instructions about scanning blank pages (pages with no marks of any kind) will be developed for each collection. In general, the rule will be to omit blank pages from the image set and numbering structure. When confronting two-page spreads, both sides would have to be devoid of marking before the omit-page rule took effect.

4.5.1 Structure 3A -- Filenames for book page images when printed page numbers are tracked

Overall name pattern: cccpppf

NOTE: ccc means image control number, pppp means print page number, and f means feature.

ccc Image control number

The first three digits are used to assign a set of sequential numbers to all of the images for the book. The ccc for the image of the target is 000. The first actual image from the book is assigned control number 001. This image may reproduce the book cover, title page, or page preceding the title page, depending upon the microfilm.

If the contractor encounters missing or unscannable film frames within a specific issue, the relevant control number shall be left unassigned to permit future capture and insertion of the image in the set. A note of this discovery shall also be made in the scanning log. If repeating film images are identified and scanned (contractor's option), the control number shall increment in the usual way and (as noted below) the repeat noted as a feature

pppp Printed page number

FOR SINGLE-PAGE IMAGE SETS. Digits four through seven carry the actual printed page number for the page reproduced. The page number is to be represented with leading zeros. The contractor must determine this number by examining the image itself.

If the printed number is arabic, then it is simply keyed in, with leading zeros.

If the number is roman, the lead digit (first of this set of four; fourth digit in the overall filename) shall be r, and the remaining three digits in this set (digits five, six, and seven in the overall filename) will represent the arabic translation of the roman number.

If there is no printed page number, then 0000 shall be keyed.

FOR TWO-PAGE-SPREAD IMAGE SETS. Digits four through seven carry the actual printed page number for the left-hand page of the pair reproduced.

If the printed number on the left is arabic, then it is simply keyed in, with leading zeros.

If the number on the left is roman, the lead digit (first of this set of four; fourth digit in the overall filename) shall be r, and the remaining three digits in this set (digits five, six, and seven in the overall filename) will represent the arabic translation of the roman number.

If there is no printed page number on the left, then 0000 shall be keyed.

f Feature

Digit eight indicates that the page or pages contain a special feature. The contractor must recognize the feature by examining the image itself. The abbreviations for the features to be indicated are as follows:

- **g** Title Page (if the work has more than one title page, indicate the main title page if that easily determined; if not, indicate the first)
- **n** Table of Contents (if more than one page, indicate all pages)
- 1 List of Illustrations (if more than one page, indicate all pages)
- **x** Index (if more than one page, indicate all pages)
- **p** Repeating page image (see section C.4.3)
- y Irregularity target (see section C.4.3)
- s Segmented material (see Section C.4.3)

4.5.2 Structure 3B -- Filenames for book page images when printed page numbers are not tracked

Generally speaking, this approach will be used when text conversion is planned. The converted texts will include SGML markup that will indicate the relationship between image control numbers and printed page numbers thus making it unnecessary to capture this information in the filenames.

Overall name pattern: **cccf**

ccc Image control number

The first three digits are used to assign a set of serial numbers to all of the images for the book.

The ccc for the image of the target is 000. The first actual page image from the book is assigned 001.

If the contractor encounters missing or unscannable film frames, the relevant control number shall be left unassigned to permit future capture and insertion of the image in the set. If repeating film images are identified and scanned (contractor's option), the control number shall increment in the usual way and the repeat noted as a feature.

f Feature

g Title Page (if the work has more than one title page, indicate the main title page if that easily determined; if not, indicate the first)

n Table of Contents (if more than one page, indicate all pages)

l List of Illustrations (if more than one page, indicate all pages)

x Index (if more than one page, indicate all pages)

p Repeating page image

y Irregularity target

s Segmented material

4.6 FILENAME/DIRECTORY STRUCTURE 4: SERIAL STRUCTURE

This structure will be used for serials (e.g., periodicals, journals, magazines). The Library will supply a list or a simple database for the serials to be scanned. The key elements on this list or database will be:

Collection name

Example: Magazines for Children

Collection abbreviation

Example: mcgc **Serial title**

Example: Wee Winkle Monthly

LCCN: the Library of Congress catalog card number (a unique number)

Example: 07-53986

ISSN: the International Standard Serial Number (a unique number)

Example: 45670923 Serial identifier Example: 45670923 Issue enumeration

Example: January - December, 1918

Issue identifiers

Example: 191801, 191802, 191803, etc.

Cumulative index

Example: For 1918; appears at end of reel 14

Cumulative index identifier

Example: 1918in

Guide to Contents (Collation record identifier)

Example: mcgcgd

Before scanning, the contractor shall verify that the next item on the microfilm is the correct one by

examining the "collation record" or "guide to contents of microfilm" that precedes the film frames at the head-of-the-reel that reproduce the pages of the serial. This collation record or guide, which may be more than one page long, shall also be scanned to permit the verification of the item during the Library's quality review process.

All of the subdirectories containing the images for each serial shall be delivered to the Library in a directory assigned the name of the serial identifier, 45670923 in the example above. New subdirectories shall be created for each issue, e.g., 191801, 191802, 191803, for collation records, e.g., 1918cl, and cumulative indexes, e.g. 1918in.

If the film includes a double-issue serial-cover frame (see section C.4.3), the contractor shall create two images of each double-issue serial-cover frame, and place one in each of the directories for the issues involved. A notation of the action shall be made in the scanning log.

Any missing issues (typically indicated by the presence of an irregularities target) will result in a gap in the series of issue-level subdirectories. Contractors shall note in the scanning log the presence of any missing-issue targets. This note shall include the specific identification of the missing issues, if provided in the target. If the missing issue is not identified on the target, then the contractor shall note the identification of the next issue actually appearing on the film.

At the time that a task for a particular serial collection is assigned, the Library will provide written instructions, a copy of the finding aid (in print and/or in machine-readable form), and will also indicate typical patterns for head-of-reel information and similar features.

4.6.1 Structure 4A -- Filenames for serial page images with tracking printed page numbers

The individual image filenames for actual serial page shall be assigned as follows. (Note that a separate requirement for the collation-record and cumulative index images is stated below.)

Overall name pattern: cccpppp

fccc Image control number

The first three digits are used to assign a set of serial numbers to all of the images for the issue of the serial. The first actual image is assigned 001.

If the contractor encounters missing or unscannable film frames within a specific issue, the relevant control number shall be left unassigned to permit future capture and insertion of the image in the set. A note of this discovery shall also be made in the scanning log. If repeating film images are identified and scanned (contractor's option), the control number shall increment in the usual way and (as noted below) the repeat noted as a feature. In the case of double-issue serial-cover frames (see notes above), two digital images are to be created. The image to be added to the "last issue" directory will receive the highest CCC image control number for that directory; the other copy of that same image will receive image control number 001 in the directory for the next issue.

pppp Printed page number

FOR SINGLE-PAGE IMAGE SETS. Digits four through seven carry the actual printed page number for the page reproduced. The page number is to be represented with leading zeros. The contractor must determine this number by examining the image itself. If the printed number is arabic, then it is simply keyed in, with leading zeros. If the number is roman, the lead digit (first of this set of four; fourth digit in the overall filename) shall be r, and the remaining three digits in this set (digits five, six, and seven in the overall filename) will represent the arabic translation of the roman number. If there is no printed page number, then 0000 shall be keyed. FOR TWO-PAGE-SPREAD IMAGE SETS. Digits four through seven carry the actual printed page number for the left-hand page of the

pair reproduced. If the printed number on the left is arabic, then it is simply keyed in, with leading zeros. If the number on the left is roman, the lead digit (first of this set of four; fourth digit in the overall filename) shall be r, and the remaining three digits in this set (digits five, six, and seven in the overall filename) will represent the arabic translation of the roman number. If there is no printed page number on the left, then 0000 shall be keyed. Generally speaking, serial covers are not page numbered and most double-issue serial-cover frames will carry pppp data 0000.

f Feature and pair/spread indicator

Digit eight indicates that the page or pages contains a special feature. The contractor must recognize the feature by examining the image itself. The abbreviations for the features to be indicated are as follows:

- **c** Cover (if the work has more than one cover, indicate the main cover if that can be easily determined; if not, indicate the first)
- **n** Table of Contents (if more than one page, indicate all pages)
- 1 List of Illustrations, if any
- **x** Index, if any
- **p** Repeating page
- y Irregularity target
- s Segmented material

4.6.2 Structure 4B -- Filenames for serial page images when printed page numbers are not tracked

The individual image filenames for actual serial page shall be assigned as follows. Note that a separate requirement for the collation-record and cumulative index images is stated below. Overall name pattern: **cccf**

ccc Image control number

The first three digits are used to assign a set of serial numbers to all of the images for the issue serial. The first actual image is assigned 001. If the contractor encounters missing or unscannable film frames within a specific issue, the relevant control number shall be left unassigned to permit future image in the set. A note of this discovery shall also be made in the capture and insertion of the scanning log. If repeating film images are identified and scanned (contractor's option), the control number shall increment in the usual way and (as noted below) the repeat noted as a feature. case of double-issue serial-cover frames (see notes above), two digital images are to be created. The image to be added to the "last issue" directory will receive the highest CCC image control number for that directory; the other copy of that same image will receive image control number 001 in the directory for the next issue.

f Feature and pair/spread indicator Digit eight indicates that the page or pages contains a special feature. The contractor must recognize the feature by examining the image itself. The abbreviations for the features to be indicated are as follows:

- **c** Cover (if the work has more than one cover, indicate the main cover if that can be easily determined; if not, indicate the first)
- **n** Table of Contents (if more than one page, indicate all pages)
- **l** List of Illustrations, if any

- **x** Index, if any
- **p** Repeating page
- y Irregularity target
- s Segmented material

4.6.3 Structure 4C -- Filenames for collation records and/or cumulative indexes for serials

Overall name pattern: cccpppf

ccc Image control number

The first three digits are used to assign a set of serial numbers to all of the images in the index collation. The first image is assigned 001. If the contractor encounters missing or unscannable film frames, the relevant control number shall be left unassigned to permit future capture and insertion of the image in the set. A note of this discovery shall also be made in the scanning log. If repeating film images are identified and scanned (contractor's option), the control number shall increment in the usual way and (as noted below) the repeat noted as a feature. pppp Printed page number Digits four through seven carry the actual printed page number for the page reproduced. The page number is to be represented with leading zeros. The contractor must determine this number by examining the image itself. If the printed number is arabic, then it is simply keyed in, with If the number is roman, the lead digit (first of this set of four; fourth digit in the leading zeros. filename) shall be r, and the remaining three digits in this set (digits five, six, and seven overall in the overall filename) will represent and arabic translation of the roman number. If there is no printed page number, then 0000 shall be keyed.

f Feature and pair/spread indicator

p Repeating page (see Section C.4.3)

4.7 FILENAME/DIRECTORY STRUCTURE 5: COPYRIGHT REGISTRATION AND TECHNICAL DOCUMENT NUMBER STRUCTURE

The copyright-registration-number/technical-document structure applies to two classes of material. First and foremost, it will be used for collections deposited at the Library in years past, as part of the copyright registration process and often left uncataloged. Some of these are printed matter, e.g., the nineteenth century sheet music collections, while others are manuscripts (including typescripts), e.g., the collection of unpublished early twentieth century plays. Second, it will be used for separate, short items like technical reports. These are typically offset-printed reports, many prepared for such agencies as the Department of Defense, running about 20-30 pages each.

Every document in the copyright collections received a registration number when the collections were copyrighted. The number is generally stamped on the cover or title page, often with a rubber stamp or written into a blank portion of a rubber stamp. In a few cases, the first part of the number is rendered in roman numeral and the latter part in arabic, e.g., the rubber stamp indicates registration number xxc 14, for registration number 8014. Technical reports also tend to have a unique number assigned by the agency that prepared them.

The contractor shall assign directory names based upon the registration or report number. Depending upon the collection, this number may reach five or more digits, e.g., 56872. The Library will provide a list of identifiers based on this number. One example is the Library's sheet music collection. For this collection, the identifier for the directory will consist of the copyright registration number, with added leading zeros sufficient to create a five-digit expression and prefixed with collection abbreviation, e.g., SM for the sheet music collection. Thus the directory for the sheet music items registered under the number 8692 shall be named sm08692.

At the time that a task for a particular collection is assigned, the Library will provide written instructions, a copy of the finding aid (in print and/or in machine-readable form), and will also identify typical patterns for head-of-reel information and similar features. The individual image filenames for actual page images shall be assigned as follows.

Copyright/tech report structure page-image name pattern: cccpppf

ccc Image control number

The first three digits are used to assign a set of serial numbers to all of the images for the item. The first actual image is assigned 001. If the contractor encounters missing or unscannable film frames, the relevant control number—shall be left unassigned to permit future capture and insertion of the image in the set. A note of—this discovery shall also be made in the scanning log. If repeating film images are identified and—scanned (contractor's option), the control number shall increment in the usual way and (as noted—below) the repeat noted as a feature.

pppp Printed page number

Digits four through seven carry the actual printed page number for the page reproduced. The page number is to be represented with leading zeros. The contractor must determine this number by examining the image itself. If the printed number is arabic, then it is simply keyed in, with leading zeros. If the number is roman, the lead digit (first of this set of four; fourth digit in the overall filename) shall be r, and the remaining three digits in this set (digits five, six, and seven in the overall filename) will represent and arabic translation of the roman number. If there is no printed page number, then 0000 shall be keyed.

f Feature

- **c** Cover (if the work has more than one cover, indicate the main cover if that can be easily determined; if not, indicate the first)
- **n** Table of Contents (if more than one page, indicate all pages)
- I List of Illustrations, if any
- x Index, if any
- **p** Repeating page
- y Irregularity target
- s Segment

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82-14568
                                                                       LINES 881 - 818
                                            (PRNT)
 87/18/98
                        [PREHARC]
                                                       [PREHAPPL]
8*UPD# UPDATED MASTER FILE RECORD.
                                                                                     186
                      + 82-14568
                      + F391+.A64
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                      * An appeal by the people of the state of texas, of the terr
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                   Nueces river and the Rio Grande,
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                      + Corpus Christi, Tex., +Free press print., +1878.
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65383 Presenttica Meratie

Hancock, John; 1824-1893.

Reply of Hon. John Hancock, to the attacks made on him by Col. Giddings on 4th November, and Col. Flour-nov on 6th November, 1876, at Galveston, Texas. [Galveston Galveston news print, 1876.

cover-title, 12 p. 23".

1. Giddings, DeWitt C., 1827-2. Flournoy, George.

11-19486

F391.H23

marin gen. 65382

THE .

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MAY 9 1978

An appeal by the people of the state of Texas, of the territory between the Nucces river and the Rio Grande, prepared by certain civil authorities of that district, and addressed through the hon, secretary of state of the United States, to the President, to Congress, and to the country, for protec-tion against incursions of the savages of the state of Cohahuila, Mexico, and, also, the history of a late murderous and devastating raid ... Corpus Christi, Tex., Free press print.,

cover-title, 40 p. 20".

1. Texas-Hist.-1849. 2. Mexico-Frontier troubles-To 1910.

2-14500

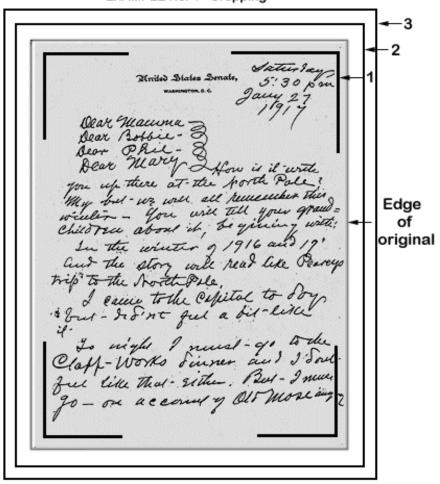
Library of Congress

) F301_A64 (a44b1)

Feature recognition - Special characteristics in film frames	Scanning & Other Action - General rule unless otherwise specified in job-specific planning with the Library Project Officer	Accuracy Requirement	Requirement for Filenaming
Explanatory information: (C.4.3.9, page J-3) Serials: Head-of-reel information (collation records or guides to contents)	Scan in entirety - to be used in Library's quality review process	60% accuracy	None
 Manuscript, books, and other non-serials: 	Skip, not to be scanned.	60% accuracy	None
head-of-reel information • End-of-reel information	Evaluate on a job-by-job basis Skip, not to be scanned. Evaluate on a job-by-job basis	80% accuracy	None
2. Technical targets (pages J-3, J-4)	May be scanned as part of contractor's analysis of tim resolution, but digital images of technical (resolution) targets are not a contract dielverable		
3. Irregularities targets: (C.4.3.5)		2.000	
Missing material targets	Scan when material missing within an item When whole item missing do not scan, note in scanning log	100% accuracy	
Defects in the original targets Poor originals noted in target	Do not scan but note in scanning log Do not scan but note in scanning log	100% accuracy 100% accuracy	
4. Segmented images (C.4.3.10, page J-5, J-14)	Scan all frames containing segments	100% accuracy	Files containing segmentation target of segment images to be marked with
			feature identifier S
S. Manuscript frame counters (page J-5)	Decision to crop or include these numbers will be made on a job-by-job basis.	Job based	None
6. Blank pages - entirely blank (page J-5)	Skip, not to be scanned	Job based	None
7. Book covers, end sheets which are not blank (page J-5	Evaluate on a job-by-job basis	Job based	None
8. Film sprockets appear in frame (C.3.2.3)	Include sprockets in scan if informational content extends through them	Job based	None
 Repeated images - Multiple duplicate frames required to reproduce pages with color or continuous tone in the original, or any other duplicate frames (C.4.3.7, page 3-26) 	Contractor option, can (1) capture both versions (2) capture the best image Note action taken in scanning log	50% accuracy	Files containing repeated images to be marked with feature identifier P

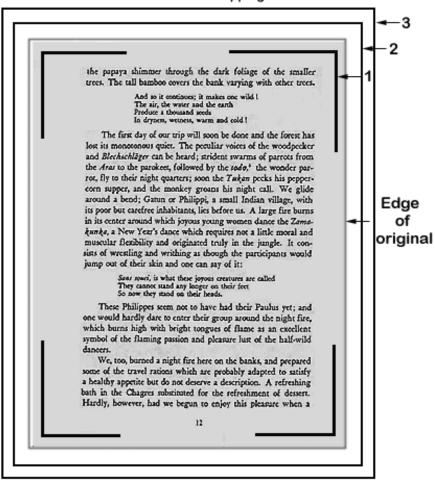
Scanning Guidelines Table

Feature recognition - Special characteristics in film frames	Scenning & Other Action - General rule unless otherwise specified in job-specific planning with the Library Project Officer	Accuracy Requirement	Requirement for Filenaming
10. Manuscripts: Recognize numbers on documents (C.4.3.1)		100% accuracy	Use numbers in assignment of directory names
11. Manuscripts: Recognize start of new file folder	TO THE REPORT OF THE PROPERTY OF THE PARTY O	100% accuracy	Numbers or names of folders used to
(C.4.3.2)	**************************************	**************************************	assign names to delivery directories
 Manuscripts: Identify "new document" in manuscript folders (C.4.3.3) 	THE RESIDENCE OF THE PARTY OF T	60% accuracy	Indicate 'new document' as a feature
Books & serials: Recognize - Sile pages, tables of contents, lists of Bustrations, indexes,		80% accuracy	Note codes for such features in Mename: • C - cover
cumulative tables of contents or indexes (for serials)	E commence of the property desired than a commence of the comm		N - Table of Contents
printed page numbers (C.4.3.4)			L - List of Illustrations
	THE RESERVE OF THE PROPERTY OF THE PARTY OF		X - Index, if any Y - Irregularity target
		1000 CONT. CO. CO. CO. CO. CO. CO. CO. CO. CO. CO	(page J-34)
14. Serials: covers for two issues on same frame -	Create two scans of the image of the double cover	100% accuracy	Place one image in each of the two
Back cover, Front cover (C.4.3.6)			separate directories for the
			respective issues
15. Missing or unscannable images (C.4.3.8)	No scanning. Record in scanning log.	100% accuracy	Leave open control number for possible
			future capture and insertion of
	manage and an extension of the same of the		missing image in set
AND DESCRIPTION OF THE PERSON	CONTROL OF A CONTROL OF THE CONTROL		



- cropping inside the page unacceptable
- 2. cropping outside the page
- 3. wide crop outside the page

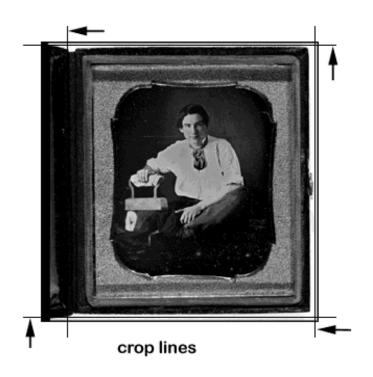
EXAMPLE No. 2 - Cropping



- 1. cropping inside the page unacceptable
- 2. cropping outside the page and text block
- 3. wide crop outside the page



correctly cropped ${\cal J}$



ATTACHMENT 7 GENERAL REFERENCES

Library of Congress. Specifications for the Microfilming of Books and Pamphlets in the Congress. Washington, D.C. 1973.

Library of Congress. Specifications for Microfilming Manuscripts. Washington, D.C. 1980.

Preservation Microfilming: A Guide for Librarians and Archivists. ed. by Nancy Gwinn. Chicago, American Library Association. 1987.

RLG Preservation Microfilming Handbook. ed. by Nancy E. Elkington. Mountain View, California, Research Libraries Group, 1992.

RLG Archives Microfilming Manual. ed. by Nancy E. Elkington. Mountain View, California, Research Libraries Group. 1994.

PART IV - REPRESENTATION AND INSTRUCTIONS

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND

OTHER STATEMENTS OF OFFERORS

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

- (a) The offeror certifies that -
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered:
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contractn the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. (b) Each signature on the offer is considered to be a certification by the signatory that the signatory -
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

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

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

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

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

K.2 52.203-4 CONTINGENT FEE REPRESENTATION AND AGREEMENT (APR 1984)

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror -
[Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.]
(1) [_] has, [_] has not employed or retained any person or company to solicit or obtain this contract; and
(2) [_] has, [_] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.
(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph $(a)(1)$ or $(a)(2)$ is answered affirmatively, to promptly submit to the Contracting Officer -
(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or
(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.
K.3 52.203-8 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY. (SEP 1995) ALTERNATE I (SEP 1990)
(a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.
(b) Certifications. As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification. The certification in paragraph (b)(2) of this provision is not required for a procurement of commercial items.
CERTIFICATE OF PROCUREMENT INTEGRITY
(1) I,
(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of (Name

of Offeror) who has participated personally and substantially in the preparation or submission of this offer has

violation of subsections 27 (a), (b), (d), or (f) of the Act, as implemented in the FAR procurement.	pertaining to this
(3) Violations or possible violations: (Continue on plain bond paper if necessary and Procurement Integrity (Continuation Sheet), ENTER NONE IF NONE EXIST)	label Certificate of
(4) I agree that, if awarded a contract under this solicitation, the certifications require 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this pr	•

certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible

(Typed name of the officer or employee responsible for the offer)

(Signature of the officer or employee responsible for the offer and date)

* Subsections 27 (a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

- (c) For procurements, including contract modifications, in excess of \$100,000 made using procedures other than sealed bidding, the signed certifications shall be submitted by the successful Offeror to the Contracting Officer within the time period specified by the Contracting Officer when requesting the certificates except as provided in subparagraphs (c)(1) through (c)(5) of this clause. In no event shall the certificate be submitted subsequent to award of a contract or execution of a contract modification:
- (1) For letter contracts, other unpriced contracts, or unpriced contract modifications, whether or not the unpriced contract or modification contains a maximum or not to exceed price, the signed certifications shall be submitted prior to the award of the letter contract, unpriced contract, or unpriced contract modification, and prior to the definitization of the letter contract or the establishment of the price of the unpriced contract or unpriced contract modification. The second certification shall apply only to the period between award of the

letter contract and execution of the document definitizing the letter contract, or award of the unpriced contract or unpriced contract modification and execution of the document establishing the definitive price of such unpriced contract or unpriced contract modification.

- (2) For basic ordering agreements, prior to the execution of a priced order; prior to the execution of an unpriced order, whether or not the unpriced order contains a maximum or not to exceed price; and, prior to establishing the price of an unpriced order. The second certificate to be submitted for unpriced orders shall apply only to the period between award of the unpriced order and execution of the document establishing the definitive price for such order.
- (3) A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed \$100,000.
- (4) For contracts and contract modifications which include options, a certificate is required when the aggregate value of the contract or contract modification and all options (see 3.104-4(e)) exceeds \$100,000.
- (5) For purposes of contracts entered into under section 8(a) of the SBA, the business entity with whom the SBA contracts, and not the SBA, shall be required to comply with the certification requirements of subsection 27(e). The SBA shall obtain the signed certificate from the business entity and forward the certificate to the Contracting Officer prior to the award of a contract to the SBA.
- (6) Failure of an Offeror to submit the signed certificate within the time prescribed by the Contracting Officer shall cause the offer to be rejected.
- (d) Pursuant to FAR 3.104-9(d), the Offeror may be requested to execute additional certifications at the request of the Government. Failure of an Offeror to submit the additional certifications shall cause its offer to be rejected.
- (e) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interests of the Government, such as disqualification of the Offeror.
- (f) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing contractor responsible for the offer may rely upon a one-time certification from each individual required to submit a certification to the competing contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for 6 years from the date a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.
- (g) Certifications under paragraphs (b) and (d) of this provision are material representations of fact upon which reliance will be placed in awarding a contract.

K.4 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989
- (1) 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.5 52.204-3 TAXPAYER IDENTIFICATION (MAR 1994)

(a) Definitions.

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

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and

result in a 31 percent reduction of payments otherwise due under the contract.
(c) 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 U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
[_] Offeror is an agency or instrumentality of a foreign government;
[_] Offeror is an agency or instrumentality of a Federal, state, or local government;
[_] Other. State basis
(d) Corporate Status.
[_] Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
[_] Other corporate entity;
[_] Not a corporate entity;
[_] Sole proprietorship
[_] Partnership
[_] Hospital or extended care facility described in 26 CFR 501(a).
(e) Common Parent.
[_] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
[_] Name and TIN of common parent:
Name
TIN

implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in 4.903, the failure or refusal by the offeror to furnish the information may

K.6 52.204-5 WOMEN-OWNED BUSINESS. (OCT 1995)

(a) Representation. The offeror represents that it [] is, [] is not a women-owned business concern.
(b) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
K.7 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAY 1989)
(a) (1) The Offeror certifies, to the best of its knowledge and belief, that
(i) The offeror and/or any of its Principals
(A) Are [_] are not [_] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
(B) Have [_] have not [_], within a three-year period preceding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
(C) Are [_] are not [_] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
(ii) The Offeror has [_] has not [_], within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.
(2) "Principals," for the purposed of this certification, means officer; directors; owner; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.
K.8 52.215-6 TYPE OF BUSINESS ORGANIZATION (JUL 1987)
The offeror or quoter, by checking the applicable box, represents that -
(a) It operates as [_] a corporation incorporated under the laws of the State of [_] an individual, [_] a partnership, [_] a nonprofit organization, or [_] a joint venture; or

(b) If the offeror or quoter is a foreign entity, it operates as [_] an individual, [_] a partnership, [_] a nonprofit organization, [_] a joint venture, or [_] a corporation, registered for business in (country).
K.9 52.215-20 PLACE OF PERFORMANCE (APR 1984)
(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, [_] intends, [_] does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.
(b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:
Place of Performance Name and Address of Owner
(Street Address, City, County, and Operator of the Plant
State, Zip Code) or Facility if Other than
Offeror or Quoter
K.10 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (OCT 1995)
(a)(1) The standard industrial classification (SIC) code for this acquisition is [insert SIC code].
(2) The small business size standard is [insert size standard].
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
(b) Representations.
(1) The offeror represents and certifies as part of its offer that it [] is, [] is not a small business concern.
(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it [] is, [] is not a small disadvantaged business concern.
(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.
(c) Definitions. Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically

disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern-

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.11 52.222-19 WALSH-HEALEY PUBLIC CONTRACTS ACT REPRESENTATION (APR 1984)

The	e offeror represents	as a part of this	offer that the	offeror is	or is not	a regular	dealer	in, or
is	or is not	a manufacturer	of, the supplies	s offered.				

K.12 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

- (a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- (b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

- (c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will -
- (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
- (2) Retain the certifications in the files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

K.13 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

(a) It [_] has, [_] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
(b) It [_] has, [_] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.14 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

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

(b) it [_] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.15 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The offeror certifies that--

The offeror represents that -

The offeror represents that -

- (a) Any facility to be used in the performance of this proposed contract is [_], is not [_] listed on the Environmental Protection Agency List of Violating Facilities;
- (b) The offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The offeror will include a certification substantially the same as this certification, including this paragraph (c), in every non-exempt subcontract.

K.16 52.223-5 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE. (JUL 1995)

(a) Definitions. As used in this provision,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. Directly engaged is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (b) By submission of its offer, the offeror (other than an individual) responding to a solicitation that is expected to exceed the simplified acquisition threshold, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will—no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration; or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed—
- (1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about -

- (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;
- (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will -
- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- (5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and
- (6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Take appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.
- (c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.
- (d) Failure of the offeror to provide the certification required by paragraph (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)
- (e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under title 18, United States Code, section 1001.

K.17 DATA UNIVERSAL NUMBERING SYSTEM (DUNS)

(a) The bidder/offeror is requested to insert the DUNS number applicable to the Contractor's address shown on the solicitation form.

DUNS NO.

(b) If the production point (point of final assembly) is other than the location entered on the solicitation form, or if additional production points are involved, enter the DUNS number applicable at each production point in the space provided below.

Item No. Manufacturer Production Point DUNS.NO.

(c) If DUNS numbers have not be established for the Contractor, or the production point(s) not shown above, a number will be assigned upon request by Dun & Bradstreet, Allentown, PA. Phone (800) 234-3867.

K.18 52.215-11 AUTHORIZED NEGOTIATORS. (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations:

Name and Title Location Phone

By signature on the solicitation form, I hereby affirm that I am authorized, on behalf of the company, to enter into binding contractual agreements with the Government; and furthermore, that the person(s) named above [_] are, [_] are not, likewise so authorized.

K.19 FACSIMILE NUMBER

The offeror shall indicate the telephone number (if applicable) to which the Government may send written communications electronically.

I HEREBY CERTIFY THAT THE RESPONSES TO THE ABOVE REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS ARE ACCURATE AND COMPLETE.

CERTIFICATIONS AND OTHER STATEMENTS ARE ACCORDED AND COMPLETE
SIGNATURE:
TITLE:_
DATE:_

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1FORMAT AND INSTRUCTIONS FOR PROPOSAL

General. The proposal (offer) submitted in response to this solicitation shall be formatted as follows, in <u>separately</u> bound volumes and submitted in the quantities specified. Offerors must include the name, title, address, and phone number of the individual responsible for inquiries to the proposal.

Volume I - Standard Form of Contract and Price Proposal

Original and Two (2) copies

Volume II - Technical and Managerial Proposal

Original and Four (4) copies

L.1.1 Cover Letter. A cover letter may accompany the proposal. This cover letter may be used to set forth any information the offerors wishes to bring to the attention of the Library. The cover letter is not a part of the proposal.

L.1.2 The Proposal. The proposal shall consist of the following volumes and must include all requested information. The format shall be as follows:

L.2VOLUME I - STANDARD FORM OF CONTRACT AND PRICE PROPOSAL

This volume of the proposal shall consist of Sections A, B, C, D, E, F, G, H, I, J, and K of the solicitation document (including any amendments as submitted to the offerors).

L.2.1Section A - Standard Form 33

Blocks 13, 14, 15, 16, and 18 of page 1 of Standard Form 33 will be completed by offerors and Block 17 shall be signed to show that the offeror has read and agrees to comply with all the conditions and instructions provided in the solicitation document.

L.2.2Section B - Prices/Cost

In this section of the Proposal, the offeror is required to submit a unit cost for each line item and totals using the quantities as contained in Section B of the Solicitation Document (Pages B-1 through B-10). SF 1448 is a cover sheet and for use by offerors for the submission of the Cost Proposal. The SF 1448 and Table 15-3, instructions, are included on pages L-9 and L-10. A breakdown of all unit costs shall be included as an attachment to Section B in order to establish price reasonableness or cost realism. The offeror is to submit data to support those cost factors that are appropriate for this proposal. The offer shall include, as a minimum: A breakdown of all direct costs (including direct labor, materials, etc.); indirect cost, (overhead or general and administrative expenses [G&A]; and profit, and shall submit documentation in support of each cost element proposed based on information on prices and quantities at

which the offeror has previously sold the same or similar items/services.

L.2.3Sections C, D, E, F, G, H, I, and J

The offeror shall incorporate and return the provisions set forth in Sections C, D, E, F, G, H, I, and J of the solicitation document into Volume I of the proposal.

L.2.4Section K - Representations, Certifications, and Other Statements of Offerors

The offeror must check or complete all applicable boxes or blocks in the paragraphs under Section K of the solicitation document and submit the full section as part of Volume I of the proposal.

L.2.5Financial Responsibility

The offeror shall describe the size of the company and must submit information to support a determination of financial responsibility. This may be in the form of an annual report, letters of credit from a bank or other financial institution, or profit and loss statements certified by a public accountant. Equivalent information shall be provided for all subcontractors proposed. All information submitted shall be marked confidential if applicable.

L.3VOLUME II--TECHNICAL/MANAGERIAL PROPOSAL

Organization of responses in Volume II shall be submitted in the order listed below. Comprehensive responses to the requirements of the Request for Proposals are necessary to evaluate the offeror's capability to meet the stated requirements and provide the deliverables described in the solicitation. Technical proposals should be practical, legible, clear, and coherent. In order that evaluation may be accomplished strictly on the merit of the material submitted, no costs shall be included in technical proposals.

General statements that the offeror can comply with the requirements will <u>not</u>, by themselves, be adequate. Failure to provide the requested technical information in L.3.1 - L.3.8 that follow, may be cause for rejection of the offer.

L.3.1Section 1 - Overall Technical Approach; Proposed Methodology; Demonstrated Understanding of the Scope of Work

The offeror shall provide responses which address each of the requirements as listed in Section C. Detailed responses to each of these requirements shall provide an explanation indicating offeror's ability and proposed methodology to be utilized to meet each requirement. Responses shall not be a restatement of the requirement but shall be comprehensive, well-conceived, and include detailed approaches to accomplishing the tasks and providing the deliverables.

After the initial technical evaluation, and as indicated in Section M.2, the Library will provide six sample reels of microfilm (three positives and three negatives, representing

three source reels) to offerors determined to be in the competitive range. The sample reels will be used to provide a benchmark sample which shall be evaluated as indicated in M.2.2.

The offeror shall include specific responses which demonstrate the capability and proposed methodology

to meeting the following mandatory requirements:

Understanding the technical characteristics and variation of Library of Congress microfilms

Discussion of appropriate types of digital images to reproduce microfilm images with various levels of tonality

Discussion of relationship of the resolution of the microfilm images to desirable spatial resolution of digital images

Methods to be used to analyze the film, stated in terms of the various features or characteristics that will be subject to analysis

Discussion of image polarity, rotation, deskewing, and cropping and description of approach and methods to achieve appropriate levels of correction of film inconsistencies or shortcomings

Discussion of issues pertaining to and methods for creating single-page images from film frames containing pairs of pages

Proposed plan and methodology for production of digital images, including hardware and software

Understanding of digital image resolution, file format and file headers, and compression requirements, including discussion of the relationship of formats and format headers to printing

Discussion to indicate understanding of special directory and file naming systems

Discussion to indicate understanding of feature recognition and tracking of missing or unscannable images

Description of approach and methods to be employed to accomplish directory and file naming, feature recognition, and image tracking

Sample or mockup of a scanning log

Understanding of delivery format and media requirements for digital images

L.3.2Section 2 - Previously Demonstrated Production Experience and Successful Past Performance

The offeror shall provide project descriptions for a minimum of three and a maximum of 5 other similar or comparable efforts performed during the past five years which demonstrate successful performance and the ability to organize and administer these projects. The description must include names, titles, and phone numbers of project reference contacts, as well as approximate project dollar amount, level of staffing, and duration. Relevant information to substantiate and or document past performance may include: records of conforming to contract requirements and to standards of good workmanship; records of forecasting and controlling costs; adherence to contract schedules, including the administrative aspects of performance; history of reasonable and cooperative behavior and commitment to customer satisfaction; and business-like concern for the interest of the customer. The description should also indicate if the project was performed by any of the personnel proposed for this project, and the role and

time commitment of the personnel on the referenced project. The description shall also state why the project is considered relevant.

L.3.3Section 3 - Project Management and Qualifications/Experience of Key Personnel

The offeror shall include a plan for managing and staffing all phases of this effort. For purposes of this contract, key personnel are defined as the project manager and designated alternate, digital scanning personnel, quality assurance inspector(s), and imaging engineer or scientist. Offeror shall identify proposed key personnel and shall provide detailed resumes which indicate particular expertise and experience in areas relevant to work of the project. For each proposed team member, offeror must state the level of skill, proposed role on project, employment status, and time commitment to the project.

L.3.4 Section 4 - Corporate Management and Support Capability

The offeror shall provide an organization chart which indicates the relationship of the proposed team members for the purposes of this project and which illustrates how the proposed team is integrated into the offeror's organization. A summary description of the capabilities and adequacy of corporate resources and staff to provide technical support and backup to the proposed project team shall be provided.

L.3.5Section 5 - Quality Control

The offeror shall submit a detailed Quality Control Plan in accordance with the requirements (See C.2.7). In the plan, the offeror shall describe the methods and steps to be employed beginning with receipt of the microfilm through production to maintain and assure the safety of the original microfilms to review and inspection and final delivery of the digital images. Plan shall also address procedures for reworks for unacceptable images.

L.3.6Section 6 - Equipment/Work Site

Offerors shall describe in detail their work site and location and provide a comprehensive description of all equipment to be utilized in the production of the digital images. The description shall include all hardware and software and an explanation of applicability to this project.

L.3.7Section 7 - Use of Subcontractors

Offerors must identify all subcontractors and their responsibility with the project. Similar information required to determine responsibility of the prime contractor must be submitted for all subcontractors.

L.3.8Section 8 - Questions/Problems

Offeror is to provide a list of questions and/or problems which must be addressed prior to contract award and beginning of performance. If the offeror takes exception to a particular task or condition, it must be clearly identified in this section.

L.4 SAMPLE AND BENCHMARK TESTS

The Library will supply six sample microfilm reels to offerors determined to be in the competitive range (technical, price, and other factors considered). The six sample reels will represent a cross section of typical Library of Congress microfilms. The reels provided will be contact printed from three source

reels (duplicates of the camera negative). The reels furnished will consist of sets of three duplicate negatives and three positives which include the same material, thus permitting offerors to compare these formats or simply to scan samples from the preferred microfilm format. (Only three of the six reels need be analyzed, described, and scanned.)

Although the entire reel shall be examined for the analysis and description, only **four** (4) images from each of the three (3) reels for a total of twelve (12) images shall be scanned for the evaluation on a pass/fail basis. The Library will mark or otherwise indicate the images on each reel which shall be scanned.

The offerors shall evaluate the reels as outlined in Section C and apply the approach they determine to be appropriate. The images may be bitonal or grayscale, as determined by the analysis and may also have image-enhancement algorithms applied.

Library supplied microfilm shall be returned to the Library along with the written descriptive analysis and samples. The written descriptive analyses (documentation of the actions taken) and sample digital images [1) printed out on paper or other hard-copy media, and 2) stored on a write-once CD-ROM disk, a set of floppy disks, or on other suitable electronic media) shall be submitted for evaluation.

L.5PREPROPOSAL CONFERENCE

A preproposal conference will be held at the Library of Congress, Landover Center Annex, 1701 Brightseat Road, Landover, Maryland, on February 15, 1996, at 10:00 a.m. Should any offeror have questions concerning any aspect of the solicitation, those questions must be submitted, in writing, to the Contracting Officer in advance of the meeting if possible. The questions should identify the specific area of the solicitation for which clarification is desired. All questions and answers will be made available, in writing within a reasonable time after the conference. Questions will not be identified as to source. Offerors who plan to have representation at this conference are requested to call <u>April Sliwinski at (202)</u> 707-0456 to affirm their intention to attend, their company name, and the number of representatives prior to the date of the conference to ensure adequate seating space is available.

L.6 AVAILABILITY OF MICROFILM VIEWING IN READING ROOM

Representative reels from collections described in this solicitation will be available for viewing in the Microform Reading Room (Library of Congress - Jefferson Building - Room LJ-107) beginning Monday, February 5 through Friday, March 15, 1996. The hours for the reading room are Monday, Wednesday, and Friday 8:30 a.m. to 9:30 p.m. - Tuesday, Thursday, and Saturday 8:30 a.m. to 5:00 p.m. Paper copies from the microfilm can be made using the coin-operated reader-printers located in the reading room. Reference staff on duty are to be notified of your intention to view sample microfilm for the National Digital Library Program--Conversion from Microfilm RFP, and they will retrieve this film for you.

L.752.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988)

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

52.215-05 SOLICITATION DEFINITIONS JUL 1987

- 52.215-07 UNNECESSARILY ELABORATE PROPOSALS APR 1984
- 52.215-08 AMENDMENTS TO SOLICITATIONS DEC 1989
- 52.215-09 SUBMISSION OF OFFERS JUL 1995
- 52.215-10 LATE SUBMISSIONS, MODIFICATIONS, JUL 1995
- AND WITHDRAWALS OF PROPOSALS
- 52.215-12 RESTRICTION ON DISCLOSURE AND USE OF DATA APR 1984
- 52.215-13 PREPARATION OF OFFERS APR 1984
- 52.215-14 EXPLANATION TO PROSPECTIVE OFFERORS APR 1984
- 52.215-15 FAILURE TO SUBMIT OFFER JUL 1995
- 53.215-41 REQUIREMENT FOR COST OR PRICING DATA OR
- INFORMATION OTHER THAN COST OR PRICING DATA OCT 1995

L.8 52.215-16 CONTRACT AWARD. (OCT 1995) -- ALTERNATE I (OCT 1995)

- (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, cost or price and other factors, specified elsewhere in this solicitation, considered.
- (b) The Government may (1) reject any or all offers if such action is in the public interest, (2) accept other than the lowest offer, and (3) waive informalities and minor irregularities in offers received.
- (c) The Government intends to evaluate proposals and award a contract after conducting written or oral discussions with all responsible offerors whose proposals have been determined to be within the competitive range. However, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.
- (d) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or offer.
- (e) A written award or acceptance of 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, as provided in paragraph (d) above), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.
- (f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing

for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

- (g) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or subline items. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to the Government, even though it may be the low evaluated offer, or it is so unbalanced as to be tantamount to allowing an advance payment.
- (h) The Government may disclose the following information in post-award debriefings to other offerors:
- (1) the overall evaluated cost or price and technical rating of the successful offeror; (2) the overall ranking of all offerors, when any ranking was developed by the agency during source selection; (3) a summary of the rationale for award; and (4) for acquisitions of commercial end items, the make and model of the item to be delivered by the successful offeror.

L.952.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an indefinite quantity firm-fixed unit price contract resulting from this solicitation.

L.1052.233-2 SERVICE OF PROTEST (OCT 1995)

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

Helen S. Mathura

Library of Congress

Contracts and Logistics

1701 Brightseat Road

Landover, MD 20785-3799

- (b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.
- (c) In this procurement, you may not protest to the GSBCA because of the nature of the supplies or services being procured.

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TABLE 15-3INSTRUCTIONS FOR SUBMISSION OF INFORMATIONOTHER THAN COST OR PRICING DATA

SF 1448 is a cover sheet for use by offerors to submit information to the Government when cost or pricing data are not required but the contracting officer has requested information to help establish price reasonableness or cost realism. Such information is not considered cost or pricing data, and shall not be certified in accordance with 15.804-4.

- 1. The information submitted shall be at the level of detail described in the solicitation or specified by the contracting officer. The offeror's own format is acceptable unless the contracting officer determines that use of a specific format is essential.
- A. If adequate price competition is expected, the information may include cost or technical information necessary to determine the cost realism and adequacy of the offeror's proposal, e.g., information adequate to validate that the proposed costs are consistent with the technical proposal, or cost

breakdowns to help identify unrealistically priced proposals.

- B. If the offer is expected to be at or below the cost or pricing data threshold, and adequate price competition is not expected, the information may consist of data to permit the contracting officer and authorized representatives to determine price reasonableness, e.g., information to support an analysis of material costs (when sufficient information on labor and overhead rates is already available), or information on prices and quantities at which the offeror has previously sold the same or similar items.
- 2. Any information submitted must support the price proposed. Include sufficient detail or cross references to clearly establish the relationship of the information provided to the price proposed. Support any information provided by explanations or supporting rationale as needed to permit the contracting officer and authorized representatives to evaluate the documentation.

Those offerors determined to be in the competitive range (technical, price, and other factors considered) shall be required to analyze, describe, and process four (4) sample digital images from each of three (3) sample film reels for a total of twelve (12) digital images.

The sample images will be evaluated on a pass-fail basis for the following:

Accuracy of filenames, using specifications sent with the sample films.

Files must open and decompress in two different IBM-compatible computers, using a variety of typical image software

TIFF header and tag elements must meet specifications

JPEG files must include JFIF file format indicator

JPEG files must be compressed so that the average for all JPEG files submitted by each offeror is between 20:1 and 30:1

Apparent spatial resolution as determined by examining smallest legible feature

Apparent tonal resolution and tonal quality for grayscale images, including study of histogram

Clarity and legibility of image; affected by resolution but also to include overall look of the image on a display screen and as printed out on paper

Corner to corner sharpness, judged to the degree possible given image content and quality of original film image

Cropping, in terms of the general guidelines outlined

Deskewing, (if applicable)

M.2.3 Cost

Reasonableness of cost.

M.3 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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