

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 65	
2. CONTRACT NUMBER	3. SOLICITATION NUMBER LCFDL10R7000	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY The Library of Congress OCGM/FEDLINK Contracts 101 Independence Avenue, SE Washington, DC 20540-9414		CODE	8. ADDRESS OFFER TO (If other than Item 7)				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"							
SOLICITATION							
9. Sealed offers in <u>original and copies</u> for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>see Section L.5*</u> until <u>4pm</u> local time _____.							
CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME Deborah Burroughs, Contract Specialist		B. TELEPHONE (NO COLLECT CALLS) AREA CODE: 202 NUMBER: 707-0460 EXT.:		C. E-MAIL ADDRESS dbur@loc.gov	
11. TABLE OF CONTENTS							
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OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %		
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE		
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE IF ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

SUMMARY OF OFFER

Offeror's Name: _____

DUNS Number _____ **Tax ID Number:** _____

Offeror's Address: _____

Offeror's Telephone: _____ **Offeror's Fax:** _____

- Business Type:** _____ Small Business
 (Check all that apply) _____ Small Disadvantaged
 _____ 8(a)
 _____ HUBZone Small Business
 _____ Woman Owned Small Business
 _____ Veteran-Owned Small Business
 _____ Service-Disabled Veteran-Owned Small Business
 _____ Large Business
 _____ Woman-Owned Large Business
 _____ Joint Venture

Authorized Negotiators: (List each individual's information)

<u>Name</u>	<u>Title</u>	<u>Email</u>	<u>Phone</u>	<u>Fax</u>

Contract Line Item Number(s) (CLINs) Offered (Check all that apply):

- B.2.3.1 B.2.3.5
 B.2.3.3 B.2.3.6

Most Recent Fiscal Year Sales to Federal Government: _____ \$

CERTIFICATION

By signing below, the Offeror represents that, to the best of their knowledge and belief, the information included in this offer is complete, accurate and true. The undersigned certifies that no changes have been made to the solicitation and that the hard copies submitted with the proposal are identical to the Request for Proposal issued under solicitation number LCFDL10R7000. Unless an exception is specifically stated, all terms and conditions as stated herein are accepted.

 Signature Date

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SECTION B - SCHEDULE OF SUPPLIES/SERVICES

Prices are firm and not subject to increase for each fiscal year performance period under this contract. Contract period shall be for one base year with three (3) one-year option periods.

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

FEDLINK customers may sign basic software, database, or electronic publication license agreements for products or services acquired under this contract; however, terms and conditions of this contract, Federal Law, and the Federal Acquisition Regulation (FAR) take precedence over any such license or other agreement.

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

B.1. PRICING PROPOSAL

All products and pricing offered must be associated with the appropriate Contract Line Item Number (CLIN). Offeror shall indicate a yearly cap on price increases and explain how price cap was determined. The template below is provided as guidance to Offerors on how to submit a pricing proposal. While all pricing situations may not fit the template, it should be used to the maximum extent possible.

Offeror shall recreate the template when preparing their price proposal, if needed.

Pricing Format for PRODUCTS:

CLIN	Item Description	Commercial Rate	Proposed FEDLINK Rate	% Discount	Country of Origin
B.2. Base Year Pricing					
B.2.3.1. Electronic Databases /Publications	Electronic Journals	\$	\$		
B.2.3.3. Document Delivery	n/a	\$	\$		
B.2.3.5. Vendor Associated Publications	n/a	\$	\$		
B.2.3.6. Specialized Access/ Product Integration	Specialized Access	\$	\$		
B.3. Option Year 1					
B.3.3.1. Electronic Databases /Publications	Electronic Journals	\$	\$		
B.3.3.3. Document Delivery	n/a	\$	\$		
B.3.3.5. Vendor Associated Publications	n/a	\$	\$		

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B.3.3.6. Specialized Access/ Product Integration	Specialized Access	\$	\$		
		\$	\$		
B.4. Option Year 2					
B.4.3.1. Electronic Databases /Publications	Electronic Journals	\$	\$		
B.4.3.3. Document Delivery	n/a	\$	\$		
B.4.3.5. Vendor Associated Publications	n/a	\$	\$		
B.4.3.6. Specialized Access/ Product Integration	Specialized Access	\$	\$		
		\$	\$		
B.5. Option Year 3					
B.5.3.1. Electronic Databases /Publications	Electronic Journals	\$	\$		
B.5.3.3. Document Delivery	n/a	\$	\$		
B.5.3.5. Vendor Associated Publications	n/a	\$	\$		
B.5.3.6. Specialized Access/ Product Integration	Specialized Access	\$	\$		

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SECTION C - STATEMENT OF WORK

C.1. STATEMENT OF WORK

C.1.1. OBJECTIVE:

To establish an Indefinite Delivery/Indefinite Quantity Contract (ID/IQ) for acquisition of or access to commercial off-the-shelf electronic information resources for the FEDLINK program. FEDLINK is a nationwide interagency consortia sponsored by the Library of Congress (LC or The Library) through its Federal Library and Information Center Committee (FLICC). FEDLINK offers federal libraries, information centers and other federal activities information retrieval and library support services to help them fulfill their crucial mission of keeping the Government and the nation informed.

C.1.2. BACKGROUND:

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

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

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

C.1.3. SCOPE:

Contractors shall be capable of providing products/services for ordering agencies with multiple organizational levels and geographic locations nationwide and/or worldwide. The Contractor shall also be capable of handling multiple purchase orders simultaneously. Contracts may be divided into four lots. Contractors must offer products/services under Lot 1 in order to provide products/services under Lot 3, and must offer products/services under either Lot 1

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and/or Lot 2 in order to provide products/services under Lot 4. The four lots to be offered are as follows:

C.1.3.1. LOT 1 - Electronic Databases/Publications. Lot 1 is the core of this contract. It covers publishers and vendors who provide access to commercial off-the-shelf electronic materials in many publication formats as described below:

C.1.3.1 (a) Information Retrieval Databases. Information retrieval database vendors provide access, search and retrieval of information from databases and other electronic publications installed on a server at the vendor's facility and made available through the vendor's search interface. The system may be accessed and search results delivered via the Internet/Web, dedicated lines/ports or newsfeeds. Access is typically controlled through Internet protocol (IP) addresses or passwords for individual users. Authorized users can search and retrieve text on-demand, view records on their desktop and download or print items in a variety of record formats. Information retrieval services may be priced by transaction, subscription, or in blocks. The vendor shall provide a description of its electronic information retrieval services that addresses:

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

C.1.3.1 (b) Current Awareness. Variously known as personalized alerts, trackers, SDIs (selective dissemination of information), or table of contents services, current awareness services monitor electronic databases/publications and report items that match a user-specific interest profile or search strategy. Current awareness search results are delivered to the user electronically. Current awareness services may be priced by transaction, by subscription or in blocks.

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

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

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

C.1.3.1 (c) Portal Services. Portal ("gateway" or "metasearch") services provide a single search interface to information resources in a wide array of formats via communications links to disparate information retrieval systems. Portals provide centralized access and federated searching of Web sites or products and/or other electronic information retrieval systems. Portals usually provide a common interface or command language for integrated searching, and *may* offer centralized administration and billing for use of remote fee-for- service or proprietary systems. Systems accessed via the portal and charges billed through the portal must fall within the scope of this solicitation. Portal services may be priced by transaction, by subscription or in blocks.

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

- the systems and Web products that may be accessed;
- the search/retrieval standards (MARC21, Z39.50, XML, etc.) supported by the system;
- search and output , customization, local integration, software and interface options;

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- the relationship between the offered service and the systems it searches (i.e., must the customer have direct accounts or subscriptions to each of the systems the product searches, or does the offeror's product use its own account(s)?);
- what prices shall be charged FEDLINK customers, if any, by the remote fee-for- service or proprietary system; and;
- how access is controlled - IP addresses, passwords, etc.

C.1.3.1 (d) Electronic Serials. Electronic serials (e-journals) are publications that typically include articles, illustrations, and other materials that appear in an issue of a journal, magazine or other periodical publication. E-journals may be published solely in electronic format or may be electronic versions of traditional print periodicals. E-journals frequently incorporate hyperlinks or multi-media elements. They are usually provided on a subscription basis to a defined group of users within an organization or to a consortium of institutions. The vendor shall provide for access to an archive or back issues of the e-journals, by maintaining the files centrally or allowing the subscriber to retain an archival copy.

The vendor shall provide a description that addresses preservation of the digital or electronic resources to ensure access to authenticated content over time:

- post cancellation rights for the period that the library was a subscriber,;
- archive or back issue access included as a part of the current subscription, and,
- provisions for long-term preservation of the e-journals (Portico, LOCKSS, etc.)

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

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

C.1.3.1 (e) Electronic Books. Electronic books that library patrons can search, borrow, read, and return via the Web or other Internet channels. E-books may be published as full text collections and individual titles. E-books may be electronic versions of print titles, or may be works published solely in electronic format. E-books frequently incorporate interactive learning tools, such as hyperlinks or multi-media elements. They are usually provided for the institutional library or information center market on a subscription basis. The vendor typically provides access to e-books while maintaining the files centrally. Library subscribers may incorporate e-books bibliographic records into their existing information retrieval catalogs for users' desktop access.

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

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

C.1.3.1 (f) Fixed Media Databases - CD-ROM, Magnetic Tape, Diskette. Fixed media electronic databases/publications shall be physically installed in the customer's facility, either on a standalone workstation or in a networked environment. The software necessary to access fixed media publications shall be provided as part of the product. These publications may be purchased on a firm order, continuation or subscription basis. For publications purchased on subscription, the vendor shall specify procedures for handling regular updates. The vendor shall identify procedures for disposition of materials received under a canceled subscription. The vendor shall identify how a customer who cancels a subscription is to dispose of materials received under the subscription.

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

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

C.1.3.2. LOT 1 Support Requirements.

C.1.3.2 (a) System Access Authorizations, User IDs, Passwords for information retrieval systems/products.

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

C.1.3.2 (b) Canceling IDs for information retrieval systems/products. Upon member request, the vendor shall promptly cancel individual IDs and terminate charges associated with continued service for those IDs in accordance with the terms of the contract. Except when the customer's funding is exhausted, the vendor shall not terminate IDs during the fiscal year without advance notification. The vendor shall establish procedures for customers to cancel IDs.

C.1.3.2 (c) Undelivered or Unacceptable Materials for information retrieval systems/products. The vendor shall provide a way for customers to "claim" electronic files that are undelivered or unacceptable, such as: undelivered current awareness reports or electronic journal issues normally distributed via e-mail; files corrupted in transmission; or alert or tracker reports that do not match personalized profile or are outdated.

C.1.3.2 (d) Subscriptions. Subscriptions may be offered for information retrieval services, electronic books, and electronic serials as well as for other fixed electronic media and print publications. Subscriptions are ordered at the beginning of the subscription period; the subscription period may cross fiscal years. Vendors shall describe subscriptions in terms of four elements: what, for whom (i.e. agency, individuals), how much and for how long. . Examples might be:

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

(1) Subscription Invoicing. The vendor may invoice for the entire subscription price when the order is placed, or may invoice on a regular periodic basis. When subscriptions are prepaid, they should earn significant discounts for the government. Because a customer may have a subscription that covers some usage (for certain users, certain files, etc.) but may pay transactional prices for other usage, it is very important that all usage associated with the subscription be charged to the subscription and reported against it. Subscription invoices shall reflect the fiscal year in which the subscription was ordered. Double charging for usage by deducting from a subscription amount and charging transactional fees is prohibited. For subscriptions to electronic publications, the vendor shall provide customers with a way to determine how much usage there has been under the subscription. See C.1.3.2 (e) E-Metrics Usage Data.

(2) Subscription cancellation and refunds. When in the interest of the Government a customer finds it

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

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

C.1.3.2 (e) E-metrics Usage Data. The use of online information resources has been growing exponentially and it is widely agreed by producers and purchasers of information that the use of these resources should be measured in a more consistent way. In order that customers may be able to analyze patterns in their usage, vendors shall provide customers with machine readable data about the customer's use of their products/services.

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

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

- Counting Online Usage of Networked Electronic Resources (COUNTER) is an international initiative designed to service librarians, publishers and intermediaries by facilitating the recording and exchange of online usage. The COUNTER Code of Practice provides guidance on data elements to be measured, definitions of these data elements, output report content and format, as well as on data processing and auditing. To have their usage statistics and report designated "COUNTER-compliant" vendors must provide usage statistics that conform to the Code of Practice. Additional information may be found at <http://www.projectcounter.org>
- International Coalition of Library Consortia (ICOLC) *Guidelines for Statistical Measures of usage of Web-Based Indexed, Abstracted, and Full Text Resources* (October 4, 2006), Additional information may be found at <http://www.library.yale.edu/consortia/webstats06.htm>
- National Information Standards Organization (NISO) *Z39.7-2004 Information Services and Use:*

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Metrics & statistics for libraries and information providers – Data Dictionary. For further information, see <http://www.niso.org/emetrics/>

C.1.3.3. LOT 2 - Document Delivery Services. Lot 2 covers vendors who provide machine-readable print copies of published materials in response to specific citation requests. However, general database or Internet searching at the customer's request is not covered under this lot. Products/services offered include:

C.1.3.3 (a) Document Delivery Service. The vendor shall provide machine-readable or print copies of published and unpublished materials in response to specific citation requests. Materials typically include journal and newspaper articles, conference papers and proceedings, annual reports, technical reports, dissertations and theses, official legal, financial or patent documents. The vendor may retrieve or duplicate documents from the vendor's own internal source files, such as journal issues held in-house in paper or machine-readable form, or from external sources, such as the original producer of the item. The vendor may retrieve documents from remote information retrieval files in response to specific citation requests from the customer.

C.1.3.3 (b) Public Records Searching. The vendor may retrieve official legal, financial, or patent documents as requested by the customer. This service shall include identification, acquisition, and delivery of the official document. The vendor shall provide the customer with a statement describing the currency, extent, and completeness of the public record search.

C.1.3.3 (c) Order Verification. The customer shall verify citations before placing document orders. In cases where more complete verification is required, the customer may authorize the vendor to establish the accuracy of the bibliographic component of the citation of a requested item. The vendor may then assess a flat per item fee for verification.

C.1.3.3 (d) Copyright Compliance. All items shall be provided in accordance with the provisions of U.S. Copyright Law.

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

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

C.1.3.4. LOT 2 Support Requirements.

C.1.3.4 (a) Order Cancellation.

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

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

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assessed by the vendor for an order canceled by the vendor or the vendor's agent.

C.1.3.4 (b) Management Data/Reports. To help the customer track and manage its document delivery activity, the vendor shall provide document delivery service "usage" data in electronic format suitable for import into spreadsheet or database management applications. The data shall include:

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

C.1.3.4 (c) Delivery. Documents may be delivered electronically, by fax, mail or special delivery. The vendor shall specify regular and rush fulfillment times for processing and delivery of all orders, and shall provide accurate and complete materials of satisfactory quality within those time frames regardless of the document's point of origin.

C.1.3.5. LOT 3 - Vendor Associated Publications. Lot 3 is only open to vendors who qualify under Lot 1. Vendors and publishers that offer electronic database/publications under Lot 1 may also provide their commercial off-the-shelf print, video, microform or multimedia publications. The vendor shall provide electronic access to their catalog of available publications. (Book jobbers and serials agents are covered by separate LC/FEDLINK solicitations and agreements and are not the subject of this procurement).

C.1.3.6. LOT 4 - Specialized Access / Product Integration. Lot 4 is only open to vendors who qualify under Lot 1 and/or Lot 2. Under Lot 4, vendors may tailor their electronic publication packages for individual customers. Vendors may work with customers to provide seamless integration of structured internal and external content into the customers' workflow environment (e.g. intranet, extranet, portal, etc.). The vendors shall address how their customer specific products will be updated and maintained. For example, a customer may request that access for the agency be limited to a specific subset of the databases available on a vendor's system, or that the vendor's electronic publications be accessible via the agency's intranet. Vendors may provide database searching, translations, and other research assistance associated with the electronic information resources they offer under Lot 1 and/or Lot 2. Research assistance shall be priced on a per-item basis, not an hourly basis (e.g., per search, per summary report, per translation, etc.) Customer-specific offerings may be described and negotiated by the contracting office on an individual basis.

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

C.1.3.6 (a) Specialized File Groupings. The vendor may offer specialized groupings of its existing electronic information retrieval databases/publications. The vendor may establish predefined groupings available to all customers, may have a predefined access and pricing formula for picking and choosing among files, and/or may set up a specific grouping as requested by particular customer. Customer-specific grouping of files may be described and negotiated on an individual basis.

C.1.3.6 (b) Access to the customer's own files. The vendor may provide access and searching to electronic databases/publications that are created and maintained by the customer and made available through the vendor's system. This does not include custom database creation by the vendor, nor editing or other maintenance of the customer's data or files by the vendor's personnel. Access and searching of the customer's material may be described and negotiated on an individual basis.

C.1.3.6 (c) Special Interface. The vendor may prepare a special interface to its electronic database/publication for a customer. Customer-specific interfaces may be described and negotiated on an individual basis. For example, the vendor may:

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

C.1.3.6 (d) Research assistance from vendor's subject/technical experts. The vendor may provide subject and technical expertise to customers in searching vendors' own electronic resources, collating search results, and translating materials. Research assistance might include: helping an end-user formulate an efficient search in the vendor's publication; or searching for current research on a topic requested by the customer, collating search results, and preparing a synthesis of findings. These services shall be described on a fixed-price deliverables basis (e.g., per search, per number of resources accesses, per research report) not on an open-ended time and materials basis. These services may be offered to all customers at standard prices established in the contract. For selected customer requirements, services may be described and negotiated on an individual basis. Under this contract, research assistance does not cover on-site personal services such as staffing library reference desks, nor long-term consultant projects.

C.1.3.7. FEDLINK Requirements for Physical Items Ordered. The following requirements apply to item orders for fixed media publications, documents, print publications or other physical items covered by this contract.

C.1.3.7 (a) Fulfillment Time. The vendor shall specify a standard fulfillment time for processing and delivery of all orders, including those shipped directly from the publication/document source to the customer. The vendor shall provide both regular and rush order service. So that customer's funds are not committed indefinitely, all orders shall either be filled or canceled within 120 days.

C.1.3.7 (b) Backorders. When specifically authorized by the customer, the vendor may treat difficult-to-acquire items as backorders. (see fulfillment time above)

C.1.3.7 (c) Cancellation. The vendor shall cancel orders which cannot be filled within the specified time frames, unless upon mutual prior agreement between the customer and the vendor the fulfillment period is extended.

C.1.3.7 (d) Shipping. Physical items shall be shipped FOB destination by best method as determined by the vendor to insure a timely delivery date. The Government shall not be charged for shipping, except when the customer has authorized a special delivery method. When the customer has authorized delivery via Federal Express, overnight mail, messenger service, registered mail, priority mail for overseas shipments, or other such special delivery methods, the vendor may pass the shipping charge through to the customer. Copies of actual charges shall be required upon request.

C.1.3.7 (e) Replacing Physically Unsatisfactory Items. The vendor shall replace, at no additional cost to the customer, any document or publication the customer determines is physically unsatisfactory, except when the material is flawed as a direct result of the customer's error. Physically unsatisfactory material would include: an electronic file that cannot be read or printed; a photocopy that is illegible, over-reduced, improperly collated, or incomplete; a print publication that is not new, is in poor condition, etc.

C.1.3.7 (f) Undelivered Items. The vendor is entirely responsible for materials in transit, including delivery from a remote source. The vendor shall immediately reissue undelivered items less than \$10 in value at no additional cost to the customer, and shall assist customers in tracing undelivered items of greater value, and when the trace fails to locate the materials, shall replace them at no cost to the customer.

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SECTION D - PACKAGING AND MARKING

D.1 DELIVERABLES

All deliverables or reports required under this contract shall be delivered in accordance with standard commercial practices and shall be marked with the LC Contract number and the delivery/purchase order number. Deliverables, reports and other documents may also be requested to be submitted electronically.

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SECTION E - INSPECTION AND ACCEPTANCE

E.1. NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

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

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

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SECTION F - DELIVERIES OR PERFORMANCE

F.1. NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.242-15	STOP-WORK ORDER	AUG 1989
52-247-34	F.O.B. DESTINATION	NOV 1991

F.2. PERIOD OF PERFORMANCE. The period of performance of this contract shall be from one base year with three (3) one (1) year options. The Library of Congress reserves the right to exercise the option to renew this contract for a second through fourth year with the mutual consent of the Contractor and as may be in the Library's best interest. The contracting officer shall provide written preliminary notice of intent to renew at least 60 days prior to contract expiration.

F.3. PLACE OF DELIVERY. The place of delivery is F.O.B. destination in accordance with FAR 52.247-34 unless the agency agrees to an alternate arrangement, all deliveries shall be made to the agency as specified in each task order.

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SECTION G - CONTRACT ADMINISTRATION DATA

G.1 FEDLINK PROGRAM CONTRACT ADMINISTRATION

G.1.1. FEDLINK Contracts. The contractual vehicle established as a result of this solicitation shall be a Basic Ordering Agreement pursuant to FAR 16.703. This shall be a multi-agency agreement established in accordance with the Library of Congress (LC) Fiscal Operations Improvement Act, P.L. 106-481, Section 103 (2 U.S.C. §§ 182c.) Any federal entity including the executive branch (i.e. department of defense), the legislative branch, the judicial branch, and independent agencies as well as contractors to government agencies who are authorized to use federal sources of supply may be authorized to place orders under this contracts in accordance with the terms and procedures described herein.

G.1.2. Contract Modifications.

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

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

The Library of Congress
Contracts & Grants Management, FEDLINK Contracts section
ATTN: Deborah Burroughs, Contract Specialist
John Adams Bldg., Room LA-318
101 Independence Avenue, SE
Washington, DC 20540-9414
Fax #: 202-707-0460; Email: dbur@loc.gov

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

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

G.2. CUSTOMER USE OF FEDLINK CONTRACTS.

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

G.2.1. Ordering Procedures. Customers shall review all products and services offered and shall determine which products and services best meets the customer agency's requirements for each order.

G.2.2. FEDLINK Service Options. LC/FEDLINK offers customers two service options for participating in the

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FEDLINK program:

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

G.2.2 (b) Transfer-Pay. Under the transfer pay option, a customer transfers both FEDLINK administrative fees and estimated annual service dollars to LC via a signed interagency agreement or other LC-approved customer agency document authorizing the transfer of funds to LC. On behalf of the customer, LC/Contracts issues a delivery order to the vendor in the amount specified on the interagency agreement or funds transfer document. After receiving the delivery order, the vendor provides service to the customer and submits the customer's invoices to FEDLINK. FEDLINK reviews the invoices, rejects improper ones, and pays acceptable ones from the customer's account. FEDLINK sends the customer copies of rejected invoices, copies of all paid invoices, and a regular account statement. The customer reviews the invoices and reports any irregularities to FEDLINK, who resolves them with the vendor. Transfer pay processes are described in detail in section G.4.

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

G.3. DIRECT EXPRESS PROCEDURES AND REQUIREMENTS

G.3.1. Initiating Direct Express Service.

G.3.1 (a) Delivery order/purchase order from customer. Customers may send delivery orders or purchase orders directly to the vendor. The order shall reference the LC/FEDLINK Contract number, the RFQ number, and the Statement of Work with the specific products/services to be acquired.

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

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

G.3.2. Vendor Report of Direct Express Sales.

G.3.2 (a) The vendor shall report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of all Direct Express sales under this contract by government fiscal year quarters (i.e., October-December, January-March, April-June, July-September). The dollar value of a sale is the price paid by the FEDLINK customer for products and services on a FEDLINK contract Direct Express delivery/purchase order, as recorded by the vendor. The reported contract sales value must include the FEDLINK funding fee as referenced in section G.3.3.

G.3.2 (b) The vendor shall report the quarterly dollar value of sales on the FEDLINK quarterly report as provided in the contract, to the contracting officer via email. If no sales occur, the vendor must show zero on the report for each quarter. The report is due 45 days following the completion of the reporting period. The vendor must also

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provide a close-out report within 60 days after the expiration of the contract. The contract expires upon physical completion of the last, outstanding purchase order of the contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the vendor reported all contract sales and reconciled all errors and credits on the final quarterly report, then show zero sales in the close-out report.

G.3.3. FEDLINK Direct Express Funding Fee

G.3.3 (a) The vendor shall pay LC/FEDLINK a program funding fee for all Direct Express customers. This requirement is incorporated into all orders that reference this contract. The FEDLINK funding fee reimburses the Library of Congress FEDLINK program for the costs of operating the Direct Express program and recoups the program's operating costs from ordering activities. Vendors may include the fee in the prices offered. The fee is included in the contract award price(s) and reflected in the total amount charged to ordering activities. Vendors must remit the fee in U.S. dollars within 45 days after the end of each quarterly reporting period as established herein, see Vendor Report of Direct Express Sales (G.3.2). The fee equals 0.75% (three-quarters of one percent) of total quarterly Direct Express sales reported.

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

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

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

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

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

G.3.4. Invoice Payment for Direct Express Customers.

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

G.4. TRANSFER-PAY PROCEDURES AND REQUIREMENTS

G.4.1. Registration. Customers indicate their intent to use LC/FEDLINK contracts by completing the online registration form on the FEDLINK website at www.loc.gov/flicc, indicate how they intend to transfer service dollars

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to LC, and establish the funding level for their products/services by submitting an annual FEDLINK registration form. Prospective customers may register any time during the fiscal year until a cutoff date specified by FEDLINK.

G.4.2. Customer Agency Purchase Agreements. Customer agencies initiate purchase agreements with LC for products/services through the registration process. The purchase agreement with LC may be in the form of a purchase order, interagency agreement, MIPR, or any agency document authorizing the transfer of funds to the Library. To constitute valid agreements all such documents must be signed/accepted both by the agency and by LC/FEDLINK. After LC signs and returns the purchase agreement, LC Office of the Chief Financial Officer (LC/OCFO) invoices the agency for the funds obligated to LC. The customer may also elect to use an alternative customer agency document to transfer or obligate funds to LC. LC/Contracts issues delivery orders to the vendors listed in the amounts specified on the purchase agreement or alternative customer agency authorizing document. Upon receipt of the delivery order the vendor may initiate service for the customer. Customers may request amendments to their purchase agreements orders during the year (until a cutoff date specified by FEDLINK), and thus may add or delete products/services and/or change funding levels. LC/Contracts issues delivery order modifications accordingly.

G.4.3. Initiating Transfer Pay Service.

G.4.3 (a) FEDLINK Delivery Order. LC/Contracts issues a delivery order to the vendor for each FEDLINK customer using the vendor's service in the transfer pay mode under the LC/FEDLINK contract. LC/Contracts may also issue delivery order modifications that reflect amendments to customers' purchase agreements - to change products/services or adjust funding levels, for example. Upon receipt of the official LC delivery order, the vendor may begin service for the customer under the terms of the current contract. The vendor shall not begin, renew, cancel, or convert to the LC/FEDLINK contract any service for any FEDLINK customer until a delivery order for that customer for that service for the current fiscal year has been received. The vendor shall not provide products/services to the customer in excess of the "not to exceed" (NTE) dollar amount indicated on the original delivery order or as amended by any delivery order modification. The Government is not liable for products or services provided which exceed the NTE dollar amount. Vendors shall invoice only for supplies delivered or services performed -- the NTE amount on the delivery order may be an estimated price and not the final price for supplies or services ordered. Authority to provide service under an LC delivery order expires on September 30 of each fiscal year unless specifically stated otherwise on the delivery order.

G.4.3 (b) Order Acceptance and Notification. The vendor shall inform FEDLINK Fiscal Operations (FFO) in writing of any account identification or user identification the vendor has assigned to the customer within a reasonable time from receipt of delivery orders from LC/FEDLINK Contracts. This notification confirms the vendor's acceptance of the order under this contract. Performance under any FEDLINK delivery order constitutes Vendor's acceptance of all contract terms and conditions. Upon receiving the order, the vendor shall contact the customer immediately to begin service. If the vendor questions an order, the questions shall be noted on the delivery order and the delivery order returned to LC/FEDLINK Contracts within ten (10) days. Send customer identification via fax or email to the following address:

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

G.4.3 (c) Customer Identification. FEDLINK assigns a unique four-character FEDLINK ID to each customer. After receiving the delivery order, all vendor correspondence and oral communications with FEDLINK regarding

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customers shall identify the customer by the FEDLINK ID and delivery order number for the customer as indicated on the delivery order . The vendor may also assign its own account numbers, user IDs or other identifiers to customers, but may not use these identifications instead of the FEDLINK ID.

G.4.4. FEDLINK Invoice Instructions. An invoice is the vendor's bill or written request for payment under the delivery order for **supplies delivered or services performed**. The vendor shall invoice only for the amount of supplies delivered or services performed as the NTE amount on the delivery order may be an estimated price and not the final price for supplies or services ordered. FEDLINK's transfer pay accounting service is intended to help FEDLINK customers manage the Government funds entrusted to them legally, efficiently, and effectively. FEDLINK simplifies processing and achieves economies of scale for both customers and vendors. However, with centralized, third party processing there can be delay in reporting to the customer. Therefore, it is important that the vendor cooperate with FEDLINK Fiscal Operations (FFO) to ensure that invoices, usage reports, credits, and refunds are submitted within 30 to 45 days and are complete and accurate. The vendor shall prepare invoices and submit them to FFO Invoice Processing, as addressed on the delivery order, for review and processing. FFO will forward approved invoices to LC/FSD for payment. All proper invoices (except summary invoices) and all detailed usage reports shall include the information specified below and be formatted as specified below. Invoices that do not meet these specifications are defective. FFO will reject them and return them to the vendor without payment. Invoices for products/services that exceed the funding level authorized on the delivery order will be rejected for insufficient funds and returned to the vendor without payment. FEDLINK will not make partial payments to accommodate customer funding levels. Rejected invoices will be accompanied by a form indicating the reason for rejection. The vendor shall promptly resubmit the invoice when the condition(s) causing the rejection have been corrected. All inquiries relating to FEDLINK vendor payments should be directed to:

FEDLINK Fiscal Operations
ATTN: Invoice Processing
Telephone: (202) 707-4900
Fax: (202) 707-4927
Email: fliccfo@loc.gov

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

G.4.5 (a) Invoice Data Elements.

- (1) Vendor identification:
 - Name and address of the vendor.
 - LC/FEDLINK Contract Number.
 - Two-character FEDLINK Service ID assigned to the vendor.
 - Name and address of the vendor official to whom payment is to be sent via Electronic Funds Transfer (EFT) (shall be the same as designated in the Contract).
 - Contact information for person to be notified in event of defective invoice.
- (2) Customer identification:
 - FEDLINK ID
 - Name and address of agency using service
 - FEDLINK Delivery order number
- (3) Order information:
 - Order date in mm/dd/yyyy format. Order date is the date the FEDLINK customer placed the order with the vendor.
 - Invoice number. Invoice number should uniquely identify the invoice.
 - Invoice date in mm/dd/yyyy format.
 - Contract line item number, where practicable, or descriptive information sufficient to identify Schedule B item which corresponds to invoiced item.
 - Description, quantity, unit, unit price, and extended price of supplies delivered or services

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performed.

- Discount applicable to individual FEDLINK customers, either by line item or against the invoice total, as appropriate.
- Any prompt payment discount.
- Any other information or documentation required by other specific requirements elsewhere in the Contract (such as evidence of shipment, receipt or prepayment)
- An invoice copy submitted as replacement for an original shall be certified as a duplicate original.

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

G.4.5 (c) Fiscal Year of the Invoice. An invoice reflects individual items/services ordered by the customer in accordance with an authorized delivery order. The fiscal year to which an invoice must be charged is governed by the delivery order number, not by the vendor's invoice date. Thus, items ordered on September 30th against a current delivery order will be charged to the current fiscal year, even though they may not be delivered and invoiced until after the next fiscal year has begun. It is therefore extremely important that the delivery order number and order date be clearly identified on the invoice and that it correctly reflect the fiscal year with which the particular item orders are associated. Invoices for subscriptions shall be clearly distinguishable from reports of usage under the subscription (for which no additional payment is due.) The vendor shall not combine charges from separate fiscal years on a single invoice.

G.4.5 (d) Discounts. Discounts earned by individual customers shall be calculated on the individual invoice or institution detail for the FEDLINK customer. FFO is not responsible for any recalculations to distribute discounts due individual customers. Prompt payment discount options approved in the Contract shall be specified on invoices. The option to take a prompt payment discount shall be exercised at the Government's option.

G.4.6. Invoice Types.

G.4.6 (a) Individual Invoices. The vendor shall supply a separate invoice for each FEDLINK customer as represented by a FEDLINK ID. The vendor shall clearly distinguish between an invoice for a subscription for which payment is due from a report of usage under the subscription (for which no payment is due.)

G.4.6 (b) Summary Invoices. The vendor may submit a summary invoice with line items for each FEDLINK customer. Summary invoices must be supported by customer-specific detail that enables FFO to review the charges and confirm the amount due from each customer and enables the customer to confirm that goods/services have been received and that the charges are accurate.

G.4.6 (c) Usage Detail. The vendor shall provide detailed information that allows the customer to track use of the vendor's system. Such data enables the customer to charge back to agency units for whom access is being administered centrally, to monitor activity levels under a subscription pricing arrangement, or otherwise to promote effective use of the vendor's products/services. This data shall be provided in computer-readable form. Computer-readable usage data supplements, but does not replace, invoice information. See B.1.3.2 (e) E-metric Usage Data; FEDLINK is working towards electronic invoicing, with its attendant security requirements.

G.4.6 (d) Refunds, Credits or Other Adjustments. All invoice adjustments for transfer pay customers shall be processed through FFO. FFO shall determine whether a credit to the customer's account is acceptable or whether a refund is required. Where credits are acceptable, the vendor shall issue separate credit invoices for all accrued credit on an individual customer's account and shall indicate on the credit the information specified above, plus the following: reference to the original invoice number, original order date, description of credit, credit total. Invoice adjustments shall have a unique invoice number; the invoice number of the original invoice being adjusted shall not

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be re-used. Where refunds are required, the vendor shall promptly remit amounts due.

G.4.6 (e) Duplicate Invoices. The vendor shall certify that it has not already received payment for duplicate invoices submitted as replacements for original invoices as follows:

Duplicate Original
Payment Not Received
Signed _____
Date _____

G.4.6 (f) Resubmitted Invoices. The vendor shall promptly resubmit a rejected invoice when the condition(s) causing the rejection have been corrected. The vendor shall resubmit the original invoice and shall clearly identify that the invoice is a resubmission for payment.

G.4.6 (g) Electronic Invoicing. As FEDLINK expands the capabilities of its automated accounting system, it may be possible to accept invoice data electronically via Internet file transfer.

G.4.7. Invoice Submission.

G.4.7 (a) Promptness. The vendor shall invoice FEDLINK within thirty (30) to forty-five (45) days after providing authorized service to the customer. Receiving prompt, current financial data to help them manage the information services they provide their agencies is very important to FEDLINK customers. Withholding invoices for authorized users (especially at the beginning of the fiscal year) is not acceptable.

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

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

G.4.7 (d) Number of Copies. For each FEDLINK transfer pay customer, the vendor shall provide FFO not less than one original **and** one copy of each invoice **and** not less than one original and one copy of each detailed usage report (in support of the invoice).

G.4.7 (e) Physical Format. Individual invoice sets shall be attached so that all copies and/or pages of the original invoice remain contiguous. If the vendor supplies photocopies of any pages (e.g., to supplement a multi-part invoice), then all invoice photocopies shall be attached to the original invoice. Invoices printed on continuous paper sets shall be stripped of letter edge perforation guides. Invoices shall be stripped of any interleaved carbon inserts.

G.4.7 (f) Invoice Address. The vendor shall submit invoices to the following address:

The Library of Congress
FEDLINK Fiscal Operations
ATTN: Invoice Processing
101 Independence Ave. SE
Washington, DC 20540-4935
Fax: (202) 707-4927

G.4.7 (g) Final Invoice Call. FEDLINK is required to close customer accounts for prior fiscal year obligations against appropriations and funds scheduled for retirement. FFO issues a final invoice call to vendors each fiscal

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year to initiate the close-out of prior year contracts. Vendors must submit the final invoices to FFO within 90 days from notification.

G.4.8. Invoice Review and Payment. For purposes of this clause, "invoice payment" means a Government disbursement of monies to a vendor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final costs or fee payments where amounts owed have been settled between the Government and the vendor. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days. The designated billing office for transfer pay accounts is LC/FEDLINK.

G.4.8 (a) Return of Improper Invoices. If the invoice does not comply with requirements herein, then the vendor shall be notified of the defect within 25 days after receipt of the invoice at the designated billing office. Untimely notification by the Government shall be taken into account in the computation of any interest penalty owed the vendor in the manner described in paragraph G.4.9 of this contract. Rejected invoices shall be accompanied by a form indicating the reason for the rejection and may be resubmitted when the condition(s) causing the rejection is corrected.

G.4.8 (b) Invoice Adjustments. The Government may adjust invoices to remove charges not valid and not payable under this Contract, such as line items for excluded products/services, sales tax, freight charges, and prior month billing. FEDLINK will not make partial payments to accommodate customer funding levels.

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

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

G.4.8 (d) Electronic Funds Transfer (EFT) (FAR 52.232-34, MAY 1999). In accordance with the Debt Collection Improvement Act, all FEDLINK payment to vendors shall be made via electronic funds transfer (EFT). The vendor shall complete the "Vendor Survey Form" obtained from LC FEDLINK Contracts to provide the information necessary to transmit payments to the vendor's financial institution. Payment shall be considered as being made on the effective date of the EFT.

G.4.8 (e) Remittance Advice. FFO shall provide the vendor contact identified in this Contract with a remittance advice that details the invoices for which payment covered by LC/FEDLINK payments. Currently, FFO faxes the remittance advice to the vendor's Accounts Receivable contact a few days before the EFT payment is completed. The vendor should use the remittance advice to update its accounts receivable records.

G.4.9. Interest Penalty Payments.

G.4.9 (a) Conditions for Interest Payment. An interest penalty shall be paid automatically by the designated payment office, without request from the vendor, if payment is not made by the due date and the conditions listed in

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this clause are met, if applicable. An interest penalty shall not be paid on agreements issued to foreign vendors outside the United States for work performed outside the United States. Conditions for interest payments are:

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

G.4.9 (b) Interest Rate. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 USC 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority. This rate is referred to as the "Renegotiation Contracted Interest Rate," and is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government and shall be compounded in 30-day increments through the payment date, with the first 30-day period beginning the first day after the due date. That is, interest accrued at the end of any 30-day period shall be added to the approved invoice principal payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the vendor of a defective invoice within the periods prescribed above, then the due date on the corrected invoice shall be adjusted by subtracting from that date the number of days taken beyond the prescribed notification of defects period, as set out below. Any interest penalty owed the vendor shall be based on the adjusted due date. Adjustments shall be made by the designated payment office for errors in calculating interest penalties, if requested by the vendor.

G.4.9 (c) Acceptance for Interest Purposes. For the sole purpose of computing an interest penalty that might be due the vendor, Government acceptance shall be deemed to have occurred constructively on the 15th day (unless otherwise specified in the agreement) after the vendor delivered the supplies or performed the services in accordance with the terms and conditions of the agreement, unless there is a disagreement over quantity, quality, or vendor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

G.4.9 (d) Periods Not Subject to Interest. The following periods of time shall not be included in the determination of an interest penalty:

- (1) The period taken to notify the vendor of defects in invoices submitted to the Government, but this shall not exceed 25 days.
- (2) The period between the defects notice and resubmission of the corrected invoice by the vendor.
- (3) For incorrect EFT information, in accordance with the EFT clause of this agreement.
- (4) Interest penalties shall not continue to accrue after the filing of a claim for such penalties under the FAR clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.
- (5) Interest penalties are not required on payment delays due to disagreement between the Government and vendor over the payment amount or other issues involving contract compliance or the amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any

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interest that may be payable, shall be resolved in accordance with the FAR clause at 52.233-1, Disputes, as amended by the Library.

G.4.9 (e) Interest on Discounts Taken Improperly. An interest penalty shall also be paid automatically by the designated payment office without request from the vendor, if a discount for prompt payment is taken improperly. The interest penalty shall be calculated as described above on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when payment is made to the vendor, if the underpayment is not corrected within 15 days of the expiration of the discount period.

G.5 EXAMINATION OF VENDOR RECORDS BY THE LIBRARY OF CONGRESS

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

G.6. FEDLINK SERVICES TO VENDORS.

G.6.1. Publicity. LC/FEDLINK shall inform FEDLINK customers about the products/services available under the program. Currently, the FLICC/FEDLINK World Wide Web site has a section devoted to products/services available to FEDLINK that includes brief descriptions of the products and services offered by FEDLINK vendors, vendor contact information, and active links to vendor e-mail and websites. The vendor is invited to submit its contact and link information for inclusion in this web-based FEDLINK products/services catalog.

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

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

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G.7. CONTACT FOR CONTRACT ADMINISTRATION. The vendor shall designate a person to serve as the contract administrator for the contract and orders placed under the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning the FEDLINK Quarterly Sales Reports and the Vendor's Report of Direct Express Sales, and the FEDLINK Funding Fee, including reviews of vendor records. The vendor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. The name of this individual, along with the person responsible for questions concerning the FEDLINK Funding Fee, must be provided by the vendor prior to the award of a contract or an order under the contract. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change.

VENDOR CONTRACT ADMINISTRATOR:

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

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

VENDOR CONTACT FOR DELIVERY ORDERS:

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

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

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

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

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

VENDOR CONTACT FOR CUSTOMER SERVICE:

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

Name, Title: _____
Company: _____
Address: _____

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Telephone: _____ Zip Code: _____
FAX: _____ e-mail Address: _____

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

H.2. USE OF LIBRARY OF CONGRESS NAME OR CONTRACTUAL RELATIONSHIP IN ADVERTISING.

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

H.3. NEWS RELEASES. News releases pertaining to this contract and resultant delivery orders shall not be made without LC/FEDLINK approval, as appropriate, and then only upon written approval received from the contracting officer.

H.4. MOST FAVORED CUSTOMER PRICE. The Offeror warrants and agrees that the prices charged LC/FEDLINK users under this contract will not exceed the prices charged by the contractor to its most favored customer for the same item or services in like or comparable quantities; and further agrees, that any payments received for charges made in excess of prices paid by such most favored customers will be returned to the Government.

H.5. PROMOTION OF CONTRACT. The vendor shall promote this contract to all current FEDLINK customers and federal libraries, as well as other eligible customers during the life of the contract. The offeror’s goals shall be to: (a) make customers aware of this procurement vehicle; (b) make customers aware of all available products and services; and c) assist customers in creating timely and accurate delivery order/purchase orders. The FEDLINK Logo may be used for this purpose in accordance with the provisions of Section H.2.

H.6. COPY OF CONTRACT AND PRICE SCHEDULE. Upon request, the vendor shall provide customers with at least one copy of the vendor’s current LC/FEDLINK contract or Price Schedule. Electronic accessibility to price schedules is required. All contract and pricing information supplied to customers shall be identical to the current contract.

H.7. CUSTOMER REPORTING REQUIREMENTS REGARDING VENDOR PERFORMANCE. This clause applies to all contracts estimated to exceed \$100,000. Customer agencies are required to submit a past performance evaluation form at the completion of each fiscal year or contract performance period (see attachment J.3). The contracting officer will provide copies of any reports received to the Vendor, and the Vendor will have 30

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calendar days from receipt to submit a rebuttal and/or a report of corrective actions taken. The past performance evaluation will be placed in the Vendor's past performance file and will be available to any federal agency upon request for a period of 3 years.

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H.8. VENDOR REPORTING REQUIREMENTS.

H.8.1. Quarterly Summary of FEDLINK User Activity. The vendor shall submit quarterly the agency name, point-of-contact (POC), and total dollars obligated for the services provided under this contract. The vendor may use the sample FEDLINK Quarterly Summary Report Forms provided (see attachment J.2.) or develop a computerized report as long as it provides the information identified below. Reports shall be suitable for import into a Microsoft Excel spreadsheet and shall be sent via email to the Contracting Officer as listed in section G.1. To facilitate FEDLINK reporting of usage, reports shall provide the following information:

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

H.8.2. Deadline. The reports shall be received in the FEDLINK Contracts Office within forty-five (45) calendar days after the end of the particular reporting fiscal year quarter.

H.8.3. Failure. Failure on the part of the vendor to comply with this requirement shall constitute an "incomplete package" for invoicing purposes for transfer pay customers and no payment shall be made to the vendor until the reports are received.

H.9. COMPLIANCE WITH SECTION 508. Under Section 508 (29 U.S.C.§794d), federal agencies must give disabled employees and members of the public access to technology that is comparable to the access available to others. The law applies to all federal agencies when they develop, procure, maintain, or use electronic and information technology. Inaccessible technology interferes with an individual's ability to obtain and use information quickly and easily. Section 508 was enacted to eliminate barriers in information technology, to make available new opportunities for people with disabilities, and to encourage development of technologies that will help achieve these goals. Vendors are responsible for providing federal customers with all necessary information as reasonably requested regarding product compliance with Section 508 requirements.

H.10. LICENSE AGREEMENTS. Vendors frequently have license agreements for their electronic databases/publications and software products. Some licenses are for the vendor's proprietary products; other licenses simply pass-through terms established by the original publisher. LC/FEDLINK contracting officers shall **not** sign license agreements for the products/services that agencies acquire through LC/FEDLINK contracts. The products/services are used in the requiring agency and the licenses are signed and enforced by the requiring activity itself. This means that licenses shall be reviewed by the agency's attorneys, contracting officers, or other appropriate officials. Licenses that are ill-suited to federal customers are likely to have difficulty being approved. To make the license approval process easier for both vendors and federal agencies, FEDLINK has worked with the Library of Congress Office of General Counsel (OGC) to develop a basic license agreement that meets the federal requirements and serves the needs of federal libraries while still respecting the vendor's interests. Counsel and FEDLINK program staff developed the model by reviewing existing commercial licenses for electronic database and publication products/services and by talking with the vendors and with the federal librarians on the FLICC Information Technology Working Group Licensing Subgroup. The basic license is included as *Attachment J.1* in Section J of this contract. The vendor is not required to adopt this basic license in its entirety, but the terms in the basic license may serve as the basis for analysis and negotiation of licenses offered by the vendor. The vendor may, of course, choose to accept the basic license as its license. At the very least, it is hoped that the basic license will

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provide the vendor with license language that is likely to be acceptable to federal agency users and counsel (i.e. treatment of the *Federal Acquisition Regulation (FAR)* or payment and interest)

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

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

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

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PART II - CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I.1. (FAR 52.252-2) CLAUSES INCORPORATED BY REFERENCE (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.acqnet.gov/far>

I.2. THE FOLLOWING CONTRACT CLAUSES ARE HEREBY INCORPORATED BY REFERENCE:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY.
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-11	SEP 2005	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-12	SEP 2005	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.
52.204-3	OCT 1998	TAXPAYER IDENTIFICATION
52.204-7	JUL 2006	CENTRAL CONTRACTOR REGISTRATION
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT.
52.213-2	APR 1984	INVOICES
52.214-34	APR 1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE.
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY.
52.215-8	OCT 1997	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT.
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS..
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING.
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	DEC 2007	RIGHTS IN DATA—GENERAL

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52.227-17	DEC 2007	RIGHTS IN DATA—SPECIAL WORKS
52.227-18	DEC 2007	RIGHTS IN DATA—EXISTING WORKS
52.227-19	DEC 2007	COMMERCIAL COMPUTER SOFTWARE--RESTRICTED RIGHTS
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.229-4	APR 2003	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)
52.230-2	APR 1998	COST ACCOUNTING STANDARDS
52.232-1	APR 1984	PAYMENTS
52.232-8	MAY 1997	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-19	APR 1984	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION.
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION.
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES -- FIXED-PRICE
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)
52.249-4	APR 1984	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES)(SHORT FORM)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

(End of Clause)

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

(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;

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

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

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

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

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

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

- (1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement; and
- (2) Records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

- (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-re-determinable type or any combination of these;
- (2) For which cost or pricing data are required; or
- (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

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

(End of Clause)

I.4. FAR 52.216-2 ECONOMIC PRICE ADJUSTMENT-- STANDARD SUPPLIES (JAN 1997)

(a) The Contractor warrants that the unit price stated in the Schedule CLIN B.1 through B.2 is not in excess of the Contractor's applicable established price in effect on the contract date for like quantities of the same item. The term "unit price" excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term "established price" means a price that—

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(1) Is an established catalog or market price for a commercial item sold in substantial quantities to the general public; and

(2) Is the net price after applying any standard trade discounts offered by the Contractor.

(b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly.

(c) If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:

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

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

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

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

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

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

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

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

(End of Clause)

I.5. LOC 52.217-8 OPTION TO EXTEND SERVICES (Nov 1999) –As Modified by the Library of Congress (Jun 2009)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six **(6) months**. The Contracting Officer may exercise the option by written notice to the Contractor within **15 days** of expiration of this contract.

(End of Clause)

I.6. FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option

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provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years.

(End of Clause)

I.7. FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

(End of Clause)

I.8. LOC 52.222-3 CONVICT LABOR (Jun 2003) – As Modified by the Library of Congress (Jun 2009)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(End of Clause)

I.9. FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

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

(End of Clause)

I.10. FAR 52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to -

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

- (i) The systems of records; and
- (ii) The design, development, or operation work that the contractor is to perform;

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

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

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

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Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

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

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

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

(End of Clause)

I.11. LOC 52.232-25 PROMPT PAYMENT —Modified by the Library of Congress (NOV 2007)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001 and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Invoice payments--

(1) Due date.

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

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Reserved.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to: fsdacc@loc.gov. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt with the reasons why it is not a proper invoice.

(i) Name and address of the Contractor.

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(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

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

(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, discount for prompt payment 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 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 notify in the event of a defective invoice.

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

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

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

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

(x) Any other information or documentation required by the contract (e.g. evidence of shipment.)

(b) *Contract financing payments.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) *Fast payment procedure due dates.* If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(e) *Interest Penalty.*

- (1) In general, the Library will not pay interest, and contracts and purchase orders will not provide for an interest penalty. The contracting officer, in consultation with the appropriate service unit, shall determine if it is in the best interest of the Library to include an interest penalty clause in a specific contract. The service unit and Office of Contracts shall advise Financial Services when a specific

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contract or class of contracts contains an interest penalty clause.

(2) An interest penalty shall be paid when all of the following conditions are met:

- a. There is a contract or purchase order with a business concern under which the terms of the contract call for an interest penalty for past due payments.
- b. The Library has accepted the property or service and there is no disagreement over quantity, quality, or other contract provisions.
- c. A proper invoice (see LCR 1530, Section 9.D.(2)) has been received (except where no invoice is required, for example, some periodic lease payments) or notice was not given that the invoice was not proper within 7 days of receipt of the invoice.
- d. Payment is made to the business concern after the due date and/or a discount is taken after the discount period has expired and the underpayment is not corrected before the payment due date.

(End of Clause)

I.12. LOC 52.233-1 DISPUTES (Jul 2002) - As Modified by the Library of Congress (Feb 2008)

- (a) This contract is subject to the Contract Disputes Act of 1978 as modified by Section 1501 of Title I of Division H of the Consolidated Appropriations Act, 2008, Pub. L. No. 110-161, _____Stat_____(2008).
- (b) All disputes arising under or relating to this contract shall be resolved under subject 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. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$50,000 is not a claim until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d)
 - (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
 - (2)
 - (i) The contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$50,000.
 - (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

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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 decision of the Contracting Officer shall be final and conclusive unless, the Contractor appeals, within 90 days of receipt of a Contracting Officer’s decision, to the Government Accountability Office Contract Appeals Board, 441 G Street N.W., Room 7182, Washington, D.C. 20548. Facsimile: 202-512-9749; E-Mail: CAB@gao.gov.

(g) Interest Penalty. Claims shall not be assessed interest penalty.

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

(End of Clause)

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PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

Attachment 1 – Basic LC/FEDLINK Licensing Agreement for Electronic Publications as referenced in Section H.10.

Attachment 2 - FEDLINK Quarterly Sales Report as referenced in Section H.8.

Attachment 3 - PAST PERFORMANCE EVALUATION FORM as referenced in Section H.7.

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J.1. Attachment 1 as referenced in Section H.10.

**BASIC LC/FEDLINK
LICENSING AGREEMENT FOR
ELECTRONIC PUBLICATIONS**

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

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

1. Definitions.

a. **“Authorized site”** means Licensee’s work site, and includes remote locations.

b. **“Authorized user”** means all full and part-time employees of Licensee, including those at remote locations, contractors working within the scope of their employment for Licensee, and Licensee’s agents, students, patrons, and the following:_____.

c. The **“licensed database”** means the licensed electronic publication/information service including, if applicable, accompanying software. The database is named: _____.

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

a. **Redistribution and Interlibrary Loan.** Licensee is granted permission to reproduce limited portions of the database and to redistribute the results of searches among the permitted class of users, and to perform interlibrary loan of materials from the database in accordance with U.S. copyright law and the Commission on New Technical Uses (CONTU) guidelines, which shall apply to both analog and digital copying and redistribution.

b. **Updates.** Licensee will receive whatever updates to the database that are issued during the one-year period of this agreement and thereafter, if the agreement is extended. Upon receipt of updated material, Licensee shall cease use of the outdated material and promptly return it to the Licensor or destroy it, as agreed. Licensee will not transfer superceded databases to any other party. If Licensee fails to return or destroy material as required, Licensee may be denied any and all future updates, in addition to having imposed by Licensor limitations on any other rights hereunder.

c. **Disposition of Data and Software.** Within ten (10) days after the termination of this agreement, whether by expiration of its term or pursuant to a specific provision, Licensee shall erase the Licensor’s data and software from all tapes, disk files and computer memory and shall destroy all copies in Licensee’s possession or return them to Licensor, except as provided below under Archival Copy.

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

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

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

_____.

3. Warranties.

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

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

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

4. Federal Acquisition Regulation. All of the terms and conditions set forth in this agreement are governed by the language of the following Federal Acquisition Regulation (FAR) clauses: FAR 52.233-1, Disputes; FAR 52.249-2, Termination for the Convenience of the Government (Fixed-Price); and FAR 52.249-8, Default (Fixed Price Supply and Service). In the event any language in this agreement conflicts with the FAR clause provisions, the FAR provisions shall govern.

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

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

7. Payments and Interest. Payments and interest will be in accordance with the terms and conditions of the and applicable federal law.

8. Miscellaneous.

a. **Entire Agreement.** This agreement contains the entire agreement of the parties as to herein licensed use of

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the database and supercedes any and all written or oral prior agreements and understandings. This agreement may only be amended or modified in writing signed by the parties.

b. **Governing Laws.** This agreement shall be governed and construed in accordance with the laws of the United States and the state of _____. The federal or state courts of the United States located in shall have jurisdiction to hear any dispute under this agreement.

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

d. **Notices.** Any notice provided in this agreement shall be sent by personal delivery or by certified mail, postage prepaid, to the other party at its address set forth herein or such other address as shall have been communicated in writing to the other, and shall be effective as of its personal delivery or mailing date, as the case may be. The party sending such notices shall also provide a copy to the LC Contracts Services, Contracting Officer - FEDLINK , at 101 Independence Avenue, SE., Washington, DC 20540-9414.

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

Licensee: _____ (Signature) _____ (Name) _____ (Title) _____ (Date)	Licensor: _____ (Signature) _____ (Name) _____ (Title) _____ (Date)
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FEDLINK QUARTERLY SALES REPORT B TRANSFER PAY
(Sample Format)

Vendor's Name: _____ **Contract #** _____

Address: _____ **Period of Performance:** _____

Report prepared by: _____ **Date:** _____
Title: _____ **Phone:** _____ **Email:** _____

Agency Name	Agency POC & Phone No.	FED ID	Delivery Order No.	Delivery Order NTE Total	Fiscal Year Cumulative Total	1 st Quarter Total	2 nd Quarter Total	3 rd Quarter Total	4 th Quarter Total

TOTAL ORDERS / SALES:							

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J.3. Attachment 3 - PAST PERFORMANCE EVALUATION FORM as referenced in Section H.7.

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

**** See instructions on following page (J.3.1) ****

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J.3.1. Instructions for completing the Past Performance Evaluation Form:

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

1. CUSTOMER IDENTIFICATION: Enter agency name; delivery order number; service option (direct or transfer); and FEDLINK ID (4-letter ID).

2. VENDOR IDENTIFICATION: Enter the Vendor name; Contract number; service category (books, serials, info retrieval); and service ID (2-letter vendor ID).

3. ORDER INFORMATION: Enter the fiscal year and cumulative amount of NTE funds for each Vendor.

4. COMPLEXITY OF PRODUCT/SERVICE: Select the box identifying the complexity of the requirements, (routine, medium, complex).

5. CRITICALITY OF PRODUCT/SERVICE: Select the box identifying the critical nature of the requirement, (low, medium, high).

6. EVALUATION: Fill in the number in each box associated with evaluation for each item and provide totals.

7. COST CONTROL: Identify whether the Vendor helped you control your costs.

8. REPEAT BUSINESS: Identify if you would choose to use this vendor again.

9. CUSTOMER SIGNATURE: Provide the name, title, and signature of the individual completing this form and the date.

10. FEDLINK PROGRAM OFFICE SIGNATURE: Evaluation will be reviewed by the program office, signed and dated.

11. LC CONTRACTING OFFICER SIGNATURE: Evaluation will be reviewed by the LC Contracting Officer, signed and dated.

12. SENT TO VENDOR BY LC: Evaluation form will be forwarded to the Vendor for comment and date sent will be noted.

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PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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

(a) The offeror certifies that--

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

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

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

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

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

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

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

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

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

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

(End of Provision)

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

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

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104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e) (1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of Provision)

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

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

[] TIN: _____

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TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____

(f) Common parent.

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

Name and TIN of common parent:

Name _____

TIN _____

(End of Provision)

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

(a) 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.

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

(End of provision)

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

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

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

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

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

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

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

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

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

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

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

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

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

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

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

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

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

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

(End of provision)

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

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

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

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

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

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(End of Provision)

K.7. (FAR 52.219-1) SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

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

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

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

(b) Representations.

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

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

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

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

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

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

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

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision—

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

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

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

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

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

“Veteran-owned small business concern” means a small business concern—

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

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

“Women-owned small business concern” means a small business concern—

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

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

(d) Notice.

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

(2) Under [15 U.S.C. 645\(d\)](#), any person who misrepresents a firm’s status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K.8. (FAR 52.222-22) PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

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The offeror represents that--

(a) It has, has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It has, has not filed all required compliance reports; and

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

(End of Provision)

K.9. (FAR 52.222-25) AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

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

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

(End of Provision)

K.10. (FAR 52.223-13) CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that—

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) ([42 U.S.C. 11023](#)) and section 6607 of the Pollution Prevention Act of 1990 (PPA) ([42 U.S.C. 13106](#)), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

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

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

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

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section

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313(f) of EPCRA, [42 U.S.C. 11023\(f\)](#) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[] (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C ([42 U.S.C. 6921](#), et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

[] (v) The facility is not located in the United States or its outlying areas.

(End of provision)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1. PROPOSAL INSTRUCTIONS

Read the entire solicitation document prior to preparation of your proposal. Proposal shall be compiled and submitted as one (1) original offer and one (1) copy. Offeror should retain a copy for their reference. The information provided in the proposal (Sections I & II), shall be concise, specific and complete. The proposal submitted in response to this solicitation shall be arranged in two sections, individually titled and containing the following information:

L.2. SECTION I – CONTRACT DATA

L.2.1. Solicitation. Submit a complete copy of the entire solicitation, with all requested “fill-in” information completed. A signed Standard Form 33 with all shaded blocks, as well as any attachments as they are applicable to the offer, must be completed and submitted in Section I.

L.2.2. Pricing Proposal. Section B - Supplies or Services and Prices/Costs. The Library of Congress/FEDLINK has a fiduciary responsibility to the American taxpayers and to customer agencies to take full advantage of the government’s leverage in the market in order to obtain the best value for the taxpayer. The Library of Congress/FEDLINK is seeking discounts, terms and conditions equal to or better than the Offeror’s most favored customer.

(a) Contract Line Item Numbers (CLINs). CLINs are established in Section B for categories of products and services described in the lots of this solicitation. Detailed explanation for prices quoted in Section B shall be supplied in Section II – Technical Data.

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

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

L.2.3. Financial Data. Offeror must submit information to demonstrate their financial resources in accordance with FAR part 9 (http://www.acquisition.gov/comp/far/current/html/Subpart%209_1.html#wp1084058). Offeror may either submit a Dun and Bradstreet Financial Report or an Audited Financial Statement.

L.2.3. Central Contractor Registry (CCR). Offeror shall submit proof of registration in the Central Contractor Registry (CCR). The web address for CCR is www.ccr.gov.

L.2.4. Online Representations & Certifications Application (ORCA). Offeror shall register in the Online Representation & Certifications Application (ORCA). The web address for this application is: <https://orca.bpn.gov/login.aspx>

L.3. SECTION II – TECHNICAL DATA

L.3.1. Technical Description. Follow the outline of the SOW to describe the Information Retrieval products and services being offered. You may submit standard commercial materials to describe your products/services, and supplement them as necessary by narrative specific to the SOW. Cross references from your narrative response to

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your commercial materials will assist the evaluators. Products or services, or terms and conditions in your commercial materials that are out of scope of this RFP or that conflict with any of the provisions herein will not be considered part of your proposal and will not become part of the contract resulting from this RFP. The maximum length of Section II is 10 pages. The proposal shall demonstrate:

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

L.3.1.2. Understanding. The offeror’s proposal must demonstrate a clear understanding of the requirements and problems which are associated with providing services for federal libraries nationwide. The offeror’s proposal must demonstrate an awareness of the differing needs of various agencies and how management is affected by federal procurement and fiscal practices. The offeror’s proposal must address specific service provisions such as account representative and hours of service available.

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

(a) The offeror shall provide a list of all government and non-government current contracts exceeding \$100,000, and selected current contracts under \$100,000 with points of contact and phone numbers for at least five customers to serve as references.

(b) The offeror shall provide evidence of previous experience in same or similar services.

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

L.3.3.1. Program Management.

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

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

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

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

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

L.3.3.2. Corporate Experience. Describe your corporate history and experience with specific emphasis on your experience in this field, your experience in managing contracts similar to the FEDLINK program, and your experience in handling Government contracts.

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

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

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

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

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

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

(e) **General Personnel** - for production and delivery of the electronic publications and services offered under this proposal. Provide evidence of in-house employees capable of handling all phases of the required service.

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

L.3.4. Sample Materials.

L.3.4.1. Technical Samples. The Offeror shall provide a copy of its commercial pricelist, current catalog or other listing of publications which the vendor can provide.

L.3.4.2. Customer Report and Quarterly Summary of Usage Report. The offeror shall provide samples of all required reports. The sample Quarterly Summary of Usage report (as described in Section H) should demonstrate capability to report on transfer and direct pay customers. The Offeror should show that the reporting procedures are established, can be considered standard operating procedure, and have been in existence for some time.

L.3.4.3. Invoices. Because FEDLINK processes approximately 90,000 invoices per year, it is critical that all invoices be formatted and submitted properly. Offeror shall provide sample invoices that demonstrate its capability to follow invoicing procedures established in Section G.3.5. Note that Delivery Order number with FEDLINK ID must be on all invoices.

L.3.5. Prices and Discounts. Provide a narrative description of your pricing approach and explanation of discounts offered. Do not include the prices themselves in the Technical response. This information shall be a complete and detailed cost breakdown and shall include all elements of cost and other such cost data as considered appropriate to support the proposal. As required in the SOW, provide a narrative description of any pricing scheme based on units other than those established in Section B. It is important that pricing formulas be clear and easy for customers to apply.

L.4. FAR PROVISIONS AND NOTICES.

L.4.1. Solicitation Provisions Incorporated by Reference (FAR 52.252-1 FEB 1998). This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The contractor is cautioned that the listed provisions may include blocks that must be completed by the contractor and submitted with its quotation or

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offer. In lieu of submitting the full text of those provisions, the contractor may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.acqnet.gov/far>

L.4.1.1. NOTICE. The following solicitation provisions pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.211-6	AUG 1999	Brand Name or Equal
52.215-1	JAN 2004	Instructions to Offerors - Competitive Acquisition
52.216-27	OCT 1995	Single or Multiple Awards

L.4.2. (FAR 52.216-1) TYPE OF CONTRACT (APR 1984)

The Government contemplates award of Firm-fixed Price Indefinite Delivery/Indefinite Quantity contracts resulting from this solicitation.

L.4.3. (FAR 52.233-2) SERVICE OF PROTEST (SEP 2006).

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

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

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

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

Proposal should be submitted in accordance with the proposal instructions provided herein and delivered as follows:

Offeror shall return the complete solicitation package, original with 1 copy, via overnight express mail or handcarried. Offeror is advised that an offer in response to this solicitation is subject to physical examination, x-ray, or other inspection prior to acceptance at the location designated for receipt of offers. Inspection may be conducted by Government personnel or others acting on behalf of the Government. For any hand-delivered offer, whether delivered by the offeror or a courier service, the offeror must allow sufficient time to accommodate inspection by designated security personnel. To facilitate this security inspection, initial delivery to an alternate office may be required prior to final delivery by the offeror to the address designated for receipt of offers. (CAUTION: Delivery to the security inspection point does not constitute timely delivery for receipt of offers.)

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All Packages shall be addressed as follows:

The Library of Congress
Office of Contracts & Grants Management
FEDLINK Contracts Section
101 Independence Avenue, S.E., John Adams Bldg., Room LA-318
Washington, DC 20540-9414
ATTN: Deborah Burroughs, Contract Specialist
Proposal to RFP#LCFDL10R7000 Enclosed

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SECTION M - EVALUATION FACTORS FOR AWARD

M.1. EVALUATION CRITERIA

M.1.1. Vendor selection will be based on evaluation of proposals in accordance with the responses received to the criteria outlined in Section L, Instructions, Conditions, and Notices to Offerors and the Schedule of Prices. Award will be based on lowest priced technical acceptability; unless the price is determined to be unrealistically low as stated in M.1.5.

M.1.2. The Library of Congress also reserves the right to reject any or all proposals received and/or request for clarification or modification of proposals. In addition, the Library reserves the right to award a contract without discussions.

M.1.3. Technical evaluators will not have access to price/cost data until such time as they present to the Contracting Officer a final technical report.

M.1.4. Price evaluation will include an analysis of the total price/cost and cost elements (if applicable) to perform the required work. The total price/cost supplied by the offeror shall be submitted on a copy of Section B in the spaces provided and shall constitute the total firm-fixed unit price for that service or deliverable.

M.1.5. Proposals that are unrealistic in terms of technical commitment or unreasonably low or high in cost or price will be deemed reflective of an inherent lack of technical competence or indicative of failure to comprehend the complexity and risk involved in the contract requirements and may be grounds for rejection of the proposal. Evaluation factors for award are listed below in descending order of importance:

M.2. EVALUATION FACTORS

M.2.1. Technical Acceptability. The acceptability of the technical proposal will be evaluated with respect to five (5) major factors:

- (a) **Technical Approach.** The offeror's responses must be based on an adequate description and justification for the overall methodology for services as described in Section C.1.3.
- (b) **Understanding.** The offeror must understand the requirements and problems associated with the operation of services required by Section C for federal libraries and information centers nationwide, including differing needs of various agencies, as well as, other requirements needed to support federal libraries and information centers nationwide.
- (c) **Past Performance.** The offeror shall provide evidence of substantial recent experience in services described in Section C.
- (d) **Management.** The offeror's response must indicate evidence that their firm employs a substantial personnel capable of handling all phases of service as required by Section C - Statement of Work. Offeror's response must address the quality, soundness, completeness and feasibility of the offeror's project approach, including quality of staff, utilization of staff, and plan for continuity of operations.
- (e) **Sample Materials.** The offeror shall provide samples of all required materials and reports and include all pertinent information required by the government.

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M.2.2. Price/Cost Factor. See M.1.1. and M.1.2., above.

(a) Price/Cost Reasonableness. For purposes of evaluation of prices, reasonableness of cost will be defined as the discount percentage or service fee percentage charged or given to the government for the type of publication or product in any format, source, or subject area offered for purchase as defined in Section C of this solicitation. The discount or service fee will be applied to or against the publishers/producers list price. The Government may reject an offer if it is materially unbalanced as to prices for the basic requirement.

M.3. EVALUATION OF OPTIONS (FAR 52.217-5) (JUN 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).

(End of provision)