

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			RATING DO-		PAGE OF PAGES 1 67			
2. CONTRACT NUMBER		3. SOLICITATION NUMBER LCFDL10R4000		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 03/29/2010		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY The Library of Congress OCGM/FEDLINK Contracts 101 Independence Avenue, SE Washington, DC 20540-9414				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 hand carried, in the depository located in <u>Item 7</u> until <u>2:00PM</u> local time <u>Wednesday, April 28, 2010</u> .											
CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME Janice A. Aiken Contract Specialist			B. TELEPHONE (NO COLLECT CALLS) AREA CODE: 202 NUMBER: 707-0462 EXT.:			C. E-MAIL ADDRESS jaik@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)				
					Cox Subscriptions DBA W.T. Cox Subscriptions 201 Village Road, Shallotte, NC 28470		Debra M. Knox Director of Government Sales				
15B. TELEPHONE NUMBER			X 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			17. SIGNATURE		18. OFFER DATE			
AREA CODE 800	NUMBER 571-9554		EXT. 215				Debra M Knox		April 28, 2010		
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT			21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM			
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE							
26. NAME OF CONTRACTING OFFICER (Type or print)					27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE			
IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.											

A.1. SUMMARY OF OFFER

Offeror's Name: Cox Subscriptions, Inc. DBA W.T. Cox Subscriptions

DUNS Number 084174804 **Tax ID Number:** 56-1352557

Offeror's Address: 201 Village Road
Shallotte, NC 28470

Offeror's Telephone: 800-571-9554 **Offeror's Fax:** 877-755-6274

Business Type: Small Business
(Check all that apply) Small Disadvantaged
 8(a)

Authorized individual's 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

Negotiators: (List each information)

Name	Title	Email	Phone	Fax
Debra M Knox	Director of	dknox@wtcox.com	800-571-9554	877-755-6274
	Government Sales			

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

- B.0001 Lot 1 - **BASIC ORDER AND RENEWAL SERVICES**
- B.0002 Lot 2 - **OPTIONAL SERVICES**
- B.0003 Lot 3 - **SPECIALIZED ELECTRONIC ACCESS SERVICES**

Most Recent Fiscal year Sales to Federal Government: \$4,099,000.00

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 LCFDL10R4000. Unless an exception is specifically stated, all terms and conditions as stated herein are accepted.

Debra M Knox

April 28, 2010

Signature _____ Date _____

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PART I - THE SCHEDULE

Pursuant to Section C.1.3. of this Agreement, the following activities are authorized to place orders under this Agreement: (1) for FEDLINK transfer pay customer agencies - Library of Congress Contracting Officers; (2) FEDLINK direct pay customer agencies - agency Contracting Officers covered under a bona fide interagency agreement with the Library of Congress/FEDLINK program.

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

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 Agreement.

Multiple awards will be made as BOAs. Delivery orders will be competed among BOA holders. The Government reserves the right to reopen competition to new potential BOA holders annually.

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

Base Year: October 1, 2010 – September 30, 2011

CLIN	SUPPLIES/SERVICES	
0001	LOT 1 – BASIC ORDER AND RENEWAL SERVICES	Range
	Publisher's Price. Publisher's List Price must be identified in responses to requests for quotation (RFQs), invoices, and reports. Service fees will be computed and the total price of publisher's price plus service fee/discount will be given on quotes, invoices, reports, etc. All invoices shall reflect the publisher's price, fee, discount and final price. Both service fee and volume discount should be indicated separately. Offerors must provide services in order to be considered for lots 2 and/or 3.	Will provide publisher list pricing in response to RFQ, invoices and reports
000101	Firm Service Fee/Discount This is a range of the Maximum Service Fee /Best Discount that shall apply to future orders. This range will be use to determine price reasonableness. (See Section C.4.1.)	12% discount to 3.5% service fee
0002	LOT 2 – OPTIONAL SERVICES	Range
000201	Pricing Alternatives: Fixed Price Invoicing. (See Section C.4.2.1.).	Offered
000202	Pricing Alternatives: Publisher's Price Plus Flat Fee Per Title (See Section C.4.2.2)	NA
000203	Average Price Index Report (See Section C.4.2.3)	No Charge
000204	Journal Check-In (See Section C.4.2.4)	NA
000205	Missing Issues (See Section C.4.2.5)	Varies
000206	MARC Serials Records or other Metadata (See Section C.4.2.6)	0.54 each
000207	ILS System Interface (See Section C.4.2.7)	No charge
000208	Additional Reports (See Section C.4.2.8)	No Charge
0003	LOT 3 - SPECIALIZED ELECTRONIC ACCESS SERVICES	Range
000301	User Interfaces to Electronic Publications (See Section C.4.3.1)	NC
000302	Management of Electronic Publication Subscriptions Setting up access to, registration, licenses (See Section C.4.3.2)	\$1,000 to \$5,000
000303	Support for Licenses (See Section C.4.3.3)	NA
000304	User Authorizations and Usage (See Section C.4.3.4)	Come w/000302
000305	Customized support for Access or File Groupings for Individual or Consortium Customers (See Section C.4.3.5)	NC
000306	End User Desktop and E-Procurement solutions: One stop solution of online magazine and book service, user account can have orders approved by order approval authority, online renewal capability. (See Section C.4.3.6)	NC

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Option Year 1 (One): October 1, 2011 – September 30, 2012

CLIN	SUPPLIES/SERVICES	
1001	LOT 1 – BASIC ORDER AND RENEWAL SERVICES	Range
	Publisher's Price. Publisher's List Price must be identified in responses to requests for quotation (RFQs), invoices, and reports. Service fees will be computed and the total price of publisher's price plus service fee/discount will be given on quotes, invoices, reports, etc. All invoices shall reflect the publisher's price, fee, discount and final price. Both service fee and volume discount should be indicated separately. Offerors must provide services in order to be considered for lots 2 and/or 3.	Will provide publisher list pricing in response to RFQ, invoices and reports
100101	Firm Service Fee/Discount This is a range of the Maximum Service Fee /Best Discount that shall apply to future orders. This range will be use to determine price reasonableness. (See Section C.4.1.)	12% discount to 3.5% service fee
1002	LOT 2 – OPTIONAL SERVICES	Range
100201	Pricing Alternatives: Fixed Price Invoicing. (See Section C.4.2.1.).	Offered
100202	Pricing Alternatives: Publisher's Price Plus Flat Fee Per Title (See Section C.4.2.2)	NA
100203	Average Price Index Report (See Section C.4.2.3)	No Charge
100204	Journal Check-In (See Section C.4.2.4)	NA
100205	Missing Issues (See Section C.4.2.5)	Varies
100206	MARC Serials Records or other Metadata (See Section C.4.2.6)	0.54 each
100207	ILS System Interface (See Section C.4.2.7)	No charge
100208	Additional Reports (See Section C.4.2.8)	No Charge
1003	LOT 3 - SPECIALIZED ELECTRONIC ACCESS SERVICES	Range
100301	User Interfaces to Electronic Publications (See Section C.4.3.1)	NC
100302	Management of Electronic Publication Subscriptions Setting up access to, registration, licenses (See Section C.4.3.2)	\$1,000 to \$5,000
100303	Support for Licenses (See Section C.4.3.3)	NA
100304	User Authorizations and Usage (See Section C.4.3.4)	Come w/100302
100305	Customized support for Access or File Groupings for Individual or Consortium Customers (See Section C.4.3.5)	NC
100306	End User Desktop and E-Procurement solutions: One stop solution of online magazine and book service, user account can have orders approved by order approval authority, online renewal capability. (See Section C.4.3.6)	NC

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Option Year 2 (Two): October 1, 2012 – September 30, 2013

CLIN	SUPPLIES/SERVICES	
21001	LOT 1 – BASIC ORDER AND RENEWAL SERVICES	Range
	Publisher's Price. Publisher's List Price must be identified in responses to requests for quotation (RFQs), invoices, and reports. Service fees will be computed and the total price of publisher's price plus service fee/discount will be given on quotes, invoices, reports, etc. All invoices shall reflect the publisher's price, fee, discount and final price. Both service fee and volume discount should be indicated separately. Offerors must provide services in order to be considered for lots 2 and/or 3.	Will provide publisher list pricing in response to RFQ, invoices and reports
200101	Firm Service Fee/Discount This is a range of the Maximum Service Fee /Best Discount that shall apply to future orders. This range will be use to determine price reasonableness. (See Section C.4.1.)	12% discount to 3.5% service fee
2002	LOT 2 – OPTIONAL SERVICES	Range
200201	Pricing Alternatives: Fixed Price Invoicing. (See Section C.4.2.1.)	Offered
200202	Pricing Alternatives: Publisher's Price Plus Flat Fee Per Title (See Section C.4.2.2)	NA
200203	Average Price Index Report (See Section C.4.2.3)	No Charge
200204	Journal Check-In (See Section C.4.2.4)	NA
200205	Missing Issues (See Section C.4.2.5)	Varies
200206	MARC Serials Records or other Metadata (See Section C.4.2.6)	0.54 each
200207	ILS System Interface (See Section C.4.2.7)	No charge
200208	Additional Reports (See Section C.4.2.8)	No Charge
2003	LOT 3 - SPECIALIZED ELECTRONIC ACCESS SERVICES	Range
200301	User Interfaces to Electronic Publications (See Section C.4.3.1)	NC
200302	Management of Electronic Publication Subscriptions Setting up access to, registration, licenses (See Section C.4.3.2)	\$1,000 to \$5,000
200303	Support for Licenses (See Section C.4.3.3)	NA
200304	User Authorizations and Usage (See Section C.4.3.4)	Come w/200302
200305	Customized support for Access or File Groupings for Individual or Consortium Customers (See Section C.4.3.5)	NC
200306	End User Desktop and E-Procurement solutions: One stop solution of online magazine and book service, user account can have orders approved by order approval authority, online renewal capability. (See Section C.4.3.6)	NC

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Option Year 3 (Three): October 1, 2013 – September 30, 2014

CLIN	SUPPLIES/SERVICES	
3001	LOT 1 – BASIC ORDER AND RENEWAL SERVICES	Range
	Publisher's Price. Publisher's List Price must be identified in responses to requests for quotation (RFQs), invoices, and reports. Service fees will be computed and the total price of publisher's price plus service fee/discount will be given on quotes, invoices, reports, etc. All invoices shall reflect the publisher's price, fee, discount and final price. Both service fee and volume discount should be indicated separately. Offerors must provide services in order to be considered for lots 2 and/or 3.	Will provide publisher list pricing in response to RFQ, invoices and reports
300101	Firm Service Fee/Discount This is a range of the Maximum Service Fee /Best Discount that shall apply to future orders. This range will be use to determine price reasonableness. (See Section C.4.1.)	12% discount to 3.5% service fee
3002	LOT 2 – OPTIONAL SERVICES	Range
300201	Pricing Alternatives: Fixed Price Invoicing. (See Section C.4.2.1.)	Offered
300202	Pricing Alternatives: Publisher's Price Plus Flat Fee Per Title (See Section C.4.2.2)	NA
300203	Average Price Index Report (See Section C.4.2.3)	No Charge
300204	Journal Check-In (See Section C.4.2.4)	NA
300205	Missing Issues (See Section C.4.2.5)	Varies
300206	MARC Serials Records or other Metadata (See Section C.4.2.6)	0.54 each
300207	ILS System Interface (See Section C.4.2.7)	No charge
300208	Additional Reports (See Section C.4.2.8)	No Charge
3003	LOT 3 - SPECIALIZED ELECTRONIC ACCESS SERVICES	Range
300301	User Interfaces to Electronic Publications (See Section C.4.3.1)	NC
300302	Management of Electronic Publication Subscriptions Setting up access to, registration, licenses (See Section C.4.3.2)	\$1,000 to \$5,000
300303	Support for Licenses (See Section C.4.3.3)	NA
300304	User Authorizations and Usage (See Section C.4.3.4)	Come w/300302
300305	Customized support for Access or File Groupings for Individual or Consortium Customers (See Section C.4.3.5)	NC
300306	End User Desktop and E-Procurement solutions: One stop solution of online magazine and book service, user account can have orders approved by order approval authority, online renewal capability. (See Section C.4.3.6)	NC

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Option Year 4 (Four): October 1, 2014 – September 30, 2015

CLIN	SUPPLIES/SERVICES	
4001	LOT 1 – BASIC ORDER AND RENEWAL SERVICES	Range
	Publisher's Price. Publisher's List Price must be identified in responses to requests for quotation (RFQs), invoices, and reports. Service fees will be computed and the total price of publisher's price plus service fee/discount will be given on quotes, invoices, reports, etc. All invoices shall reflect the publisher's price, fee, discount and final price. Both service fee and volume discount should be indicated separately. Offerors must provide services in order to be considered for lots 2 and/or 3.	Will provide publisher list pricing in response to RFQ, invoices and reports
400101	Firm Service Fee/Discount This is a range of the Maximum Service Fee /Best Discount that shall apply to future orders. This range will be use to determine price reasonableness. (See Section C.4.1.)	12% discount to 3.5% service fee
4002	LOT 2 – OPTIONAL SERVICES	Range
400201	Pricing Alternatives: Fixed Price Invoicing. (See Section C.4.2.1.)	Offered
400202	Pricing Alternatives: Publisher's Price Plus Flat Fee Per Title (See Section C.4.2.2)	NA
400203	Average Price Index Report (See Section C.4.2.3)	No Charge
400204	Journal Check-In (See Section C.4.2.4)	NA
400205	Missing Issues (See Section C.4.2.5)	Varies
400206	MARC Serials Records or other Metadata (See Section C.4.2.6)	0.54 each
400207	ILS System Interface (See Section C.4.2.7)	No charge
400208	Additional Reports (See Section C.4.2.8)	No Charge
4003	LOT 3 - SPECIALIZED ELECTRONIC ACCESS SERVICES	Range
400301	User Interfaces to Electronic Publications (See Section C.4.3.1)	NC
400302	Management of Electronic Publication Subscriptions Setting up access to, registration, licenses (See Section C.4.3.2)	\$1,000 to \$5,000
400303	Support for Licenses (See Section C.4.3.3)	NA
400304	User Authorizations and Usage (See Section C.4.3.4)	Come w/400302
400305	Customized support for Access or File Groupings for Individual or Consortium Customers (See Section C.4.3.5)	NC
400306	End User Desktop and E-Procurement solutions: One stop solution of online magazine and book service, user account can have orders approved by order approval authority, online renewal capability. (See Section C.4.3.6)	NC

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Option Year 5 (Five): October 1, 2015 – September 30, 2016

CLIN	SUPPLIES/SERVICES	
5001	LOT 1 – BASIC ORDER AND RENEWAL SERVICES	Range
	Publisher's Price. Publisher's List Price must be identified in responses to requests for quotation (RFQs), invoices, and reports. Service fees will be computed and the total price of publisher's price plus service fee/discount will be given on quotes, invoices, reports, etc. All invoices shall reflect the publisher's price, fee, discount and final price. Both service fee and volume discount should be indicated separately. Offerors must provide services in order to be considered for lots 2 and/or 3.	Will provide publisher list pricing in response to RFQ, invoices and reports
500101	Firm Service Fee/Discount This is a range of the Maximum Service Fee /Best Discount that shall apply to future orders. This range will be use to determine price reasonableness. (See Section C.4.1.)	12% discount to 3.5% service fee
5002	LOT 2 – OPTIONAL SERVICES	Range
500201	Pricing Alternatives: Fixed Price Invoicing. (See Section C.4.2.1.)	Offered
500202	Pricing Alternatives: Publisher's Price Plus Flat Fee Per Title (See Section C.4.2.2)	NA
500203	Average Price Index Report (See Section C.4.2.3)	No Charge
500204	Journal Check-In (See Section C.4.2.4)	NA
500205	Missing Issues (See Section C.4.2.5)	Varies
500206	MARC Serials Records or other Metadata (See Section C.4.2.6)	0.54 each
500207	ILS System Interface (See Section C.4.2.7)	No charge
500208	Additional Reports (See Section C.4.2.8)	No Charge
5003	LOT 3 - SPECIALIZED ELECTRONIC ACCESS SERVICES	Range
500301	User Interfaces to Electronic Publications (See Section C.4.3.1)	NC
500302	Management of Electronic Publication Subscriptions Setting up access to, registration, licenses (See Section C.4.3.2)	\$1,000 to \$5,000
500303	Support for Licenses (See Section C.4.3.3)	NA
500304	User Authorizations and Usage (See Section C.4.3.4)	Come w/500302
500305	Customized support for Access or File Groupings for Individual or Consortium Customers (See Section C.4.3.5)	NC
500306	End User Desktop and E-Procurement solutions: One stop solution of online magazine and book service, user account can have orders approved by order approval authority, online renewal capability. (See Section C.4.3.6)	NC

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Option Year 6 (Six): October 1, 2016 – September 30, 2017

CLIN	SUPPLIES/SERVICES	
6001	LOT 1 – BASIC ORDER AND RENEWAL SERVICES	Range
	Publisher's Price. Publisher's List Price must be identified in responses to requests for quotation (RFQs), invoices, and reports. Service fees will be computed and the total price of publisher's price plus service fee/discount will be given on quotes, invoices, reports, etc. All invoices shall reflect the publisher's price, fee, discount and final price. Both service fee and volume discount should be indicated separately. Offerors must provide services in order to be considered for lots 2 and/or 3.	Will provide publisher list pricing in response to RFQ, invoices and reports
600101	Firm Service Fee/Discount This is a range of the Maximum Service Fee /Best Discount that shall apply to future orders. This range will be use to determine price reasonableness. (See Section C.4.1.)	12% discount to 3.5% service fee
6002	LOT 2 – OPTIONAL SERVICES	Range
600201	Pricing Alternatives: Fixed Price Invoicing. (See Section C.4.2.1.)	Offered
600202	Pricing Alternatives: Publisher's Price Plus Flat Fee Per Title (See Section C.4.2.2)	NA
600203	Average Price Index Report (See Section C.4.2.3)	No Charge
600204	Journal Check-In (See Section C.4.2.4)	NA
600205	Missing Issues (See Section C.4.2.5)	Varies
600206	MARC Serials Records or other Metadata (See Section C.4.2.6)	0.54 each
600207	ILS System Interface (See Section C.4.2.7)	No charge
600208	Additional Reports (See Section C.4.2.8)	No Charge
6003	LOT 3 - SPECIALIZED ELECTRONIC ACCESS SERVICES	Range
600301	User Interfaces to Electronic Publications (See Section C.4.3.1)	NC
600302	Management of Electronic Publication Subscriptions Setting up access to, registration, licenses (See Section C.4.3.2)	\$1,000 to \$5,000
600303	Support for Licenses (See Section C.4.3.3)	NA
600304	User Authorizations and Usage (See Section C.4.3.4)	Come w/600302
600305	Customized support for Access or File Groupings for Individual or Consortium Customers (See Section C.4.3.5)	NC
600306	End User Desktop and E-Procurement solutions: One stop solution of online magazine and book service, user account can have orders approved by order approval authority, online renewal capability. (See Section C.4.3.6)	NC

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SECTION C - STATEMENT OF WORK

- C.1.1. The FEDLINK PROGRAM.** The Federal Library and Information Network (FEDLINK) is a nationwide interagency consortium sponsored by the Library of Congress (LC or the Library) through its Federal Library and Information Center Committee (FLICC). FEDLINK offers federal libraries, information centers and other federal offices information retrieval and library support services to help them fulfill their crucial mission of keeping the Government and the nation informed. FEDLINK contracting for library services began in 1974 with a delegation of procurement authority (DPA) from the General Services Administration to LC. Both the Office of Management and Budget and the General Accounting Office encouraged the program's development and use by federal agencies. In many ways, FEDLINK's simplified contracting procedures and voluntary cooperative approach anticipated the federal procurement reforms of the 1990s. Although a DPA is no longer necessary for the program, the FEDLINK approach retains the benefits that come from centralization and experience.
- C.1.2. Statutory Authority for the Program.** As a federal revolving fund program authorized under the Library of Congress' Fiscal Operations Improvement Act, P.L. 106-481, section 103 (2 U.S.C. section 182c), the LC/FEDLINK program takes advantage of the Library of Congress' extensive knowledge of the information industry and library operations to establish contractual agreements for commercial library/information products and services and then makes these contracts available to other federal offices.
- C.1.3. Eligibility to Use LC/FEDLINK BOAs/Contracts.** LC/FEDLINK BOAs/Contracts are available to federal offices in the executive branch (including the armed forces), the legislative branch, the judicial branch, and to independent agencies. In addition, contractors to government agencies who are authorized by the terms of their agency contracts to use federal sources of supply are able to purchase through FEDLINK. Although LC/FEDLINK contracts meet the standards demanded by librarians and other information professionals, LC/FEDLINK users are not limited to libraries. Legal offices, laboratories and information centers, analyst, scientist and other end-users in federal agencies may acquire their electronic and print publications through FEDLINK. The federal agencies that are users of the LC/FEDLINK contracts are known as "members" of the FEDLINK cooperative.
- C.1.4. FEDLINK Contracts.** In FY09 federal offices bought more than \$120 million in commercial off-the-shelf information services through FEDLINK. This includes the over 200 federal offices that allocated nearly \$24 million to the FEDLINK serials program. LC/FEDLINK contractual agreements are established through formal procurement processes that meet the requirements of the Federal Acquisition Regulation (FAR). The program's broad range of contracts includes: access to electronic databases and other publications; document delivery; subscription services for periodicals, newspapers, and other serials; acquisition of print materials from book wholesalers and publishers; and membership in bibliographic utilities (for cataloging, resource sharing, interlibrary loan, and reference services). FEDLINK thus offers its 1,000 participating member organizations "one stop shopping" for their information and library support requirements. By using the FEDLINK program, agencies with little experience with the information industry can take advantage of LC's expertise and save considerable time and expense in purchasing print and electronic publications and library services.
- C.1.5. FEDLINK Services.** FEDLINK also provides fiscal support to members of the cooperative. When establishing an interagency agreement (IAG) with LC to use FEDLINK services, the member agency may choose to transfer funds to LC to pay invoices for services ordered through the IAG. Under this "transfer pay" option, the contractor sends invoices to FEDLINK, where FEDLINK Fiscal Operations (FFO) staff examines them, pay the contractor electronically, and send the member a statement of account with copies of the paid contractor invoices. With transfer pay, the contractor only has to deal with one financial office and the member is relieved of the invoice processing workload. Alternately, members may choose a direct invoice/payment relationship with contractors. Terms for the transfer pay or direct pay options, information on delivery order/contracts and invoice procedures are described in Section G of this document.
- C.1.6. Qualifying Contractors.** Contractors who qualify for the FEDLINK program will be those who demonstrate a thorough understanding of the technical requirements of the serial subscription services described herein; who have the required experience and facilities to provide efficient, quality services, whose past performance demonstrates reliability, business stability, and professionalism; and whose prices represent cost savings for the Government and the FEDLINK membership.

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C.1.7. Instructions for Proposals. Instructions detailing the format for the proposal are given in **Section L**. The contractor shall demonstrate an understanding of the technical requirements of the three lots and the capability to effectively provide the services. Contractors may supply sample materials (catalogs, management reports, invoices, etc.) to illustrate the narrative description of their services required by Section L, but shall not submit such materials in lieu of narrative description. All invoice information, prices, and payments shall be in US dollars. A list of definitions is included in C.6.2.

C.2 SCOPE OF WORK This solicitation is for the acquisition of serial subscription services for FEDLINK member agencies. Under these Agreements, the government is not obligated to order, nor the Vendor to furnish, any products and services. However, issuance and acceptance of an order does constitute a binding agreement between the parties, subject to the terms of the order and the BOA.

Approximately 85% of subscriptions placed by the Customers will be renewal subscriptions. The Vendor shall furnish all qualified personnel, facilities, and supplies for the placement of new and renewal subscriptions to single or multiple addresses for domestic and foreign serials and periodicals published in paper and other formats, and for related services. Products and services purchased under this solicitation shall only be for official Government use.

C.3 GENERAL REQUIREMENTS This solicitation is for a Basic Ordering Agreement (BOA). The Library anticipates issuing multiple BOAs. A BOA will allow for the issuance of delivery orders for subscriptions in all media, and related services and supplies.

C.3.1. Serial Subscription Services. The solicitation is divided into three lots. Vendors must qualify under Lot 1 in order to provide services under Lot 2 and/or Lot 3. The three lots are:

- Lot 1 - Basic Subscription Service.**
- Lot 2 - Optional Support Services.**
- Lot 3 - Optional Specialized Electronic Access Services.**

C.3.1.1. Lot 1 - Basic Subscription Service. Vendors shall provide basic subscription services that would include all of the tasks necessary to execute and manage orders for new and renewal subscriptions to serial publications, both print and electronic. These tasks fall into the following four critical areas, described in detail in Section C.4.1:

- (1) Ordering and renewing subscriptions;
- (2) Serving as the member's fiscal agent with publishers, including making timely prepayments, processing refunds, supplemental and bill-later charges;
- (3) Facilitating timely access to, and claiming delivery of ordered subscriptions, both print and electronic; and,
- (4) Providing reports and other administrative support for serials management.

C.3.1.2. Lot 2 - Optional Support Services. Vendors may provide optional support to cover a range of serials subscription-related products and services to the libraries, in addition to basic subscription order and renewal services described under Lot 1. (See C.4.2)

C.3.1.3. Lot 3 - Optional Specialized Electronic Access Services. Vendors who offer access to electronic publications (ejournals) may offer related systems for managing access to electronic subscriptions and articles via the Web. Vendors may also provide such electronic services as links resolution and management, access to and management of information about customers' licenses, special customized collection reports, etc. (Subscriptions to journals in electronic and all other formats are a basic subscription service required by Lot 1). Because electronic publication of serials and access to them are in various stages of development within the industry, Vendors are not required to provide these services in order to qualify under the basic FEDLINK BOA. However, if a member library requires one or more of the electronic access services, a Vendor that does not provide those services will not qualify for that particular Customer's procurement. (See C.4.3)

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C.4. SPECIFIC REQUIREMENTS

C.4.1. LOT ONE - BASIC SUBSCRIPTION ORDER AND RENEWAL SERVICES.

Vendors must provide subscription services for all subscriptions in all media generally available via agents from foreign and domestic publishers, if the ordering customer can supply sufficient publication information. Ongoing subscription services shall include the following:

- (a) New Subscriptions for both print and electronic.
- (b) Renewals for both print and electronic
- (c) Late Renewals for both print and electronic.
- (d) Back Issues.
- (e) Transfer Renewals.
- (f) Added Copy Subscriptions.
- (g) Special Orders.
- (h) Memberships.
- (I) Claiming.

C.4.1.1. Best Price Available to the Government. Government Customers may be eligible for certain discounts offered by the publishers to that type of customer. If so, the Customer must be charged the lowest of the available prices. The service fee or discount offered by the Vendor shall be applied to this actual publisher subscription price paid by the Customer. The service charge shall be applied to debit invoices only. No administrative charges are to be applied to credit invoices.

C.4.1.2. Subscription Periods.

C.4.1.2.1. Establish Subscription Period. The Vendor is required to place subscriptions at any time during the year unless prohibited by the publisher. If Customers requests a common expiration date, the Vendor will assist in prorating the price if allowed by the Publisher.

C.4.1.2.2. Multi-Year Subscriptions. The Vendor must be able to provide one-, two-, or three-year subscriptions to take advantage of reduced multi-year rates (when available), as well as to offer staggered ordering of multi-year subscriptions.

C.4.1.2.3. Servicing the Subscription. The Vendor shall provide administrative services for each subscription until three months after its expiration, i.e. the publication of the last issue covered by that subscription period.

C.4.1.3. Order Placement. The Vendor shall enter all new and renewal orders within five working days after receipt of Delivery/Purchase Order or receipt of the reviewed title list, whichever is later. Delays are allowed only by prior written agreement. If Vendors have agreements with Publishers that establish terms for batching orders and/or payments, then the orders must be entered and confirmed within the original five-day period, but can be released in accordance with the publisher agreements. A list of such Vendor/publisher agreements must be submitted with the proposal to FEDLINK. This list will remain confidential. LC/FEDLINK reserves the right to request proof of newly negotiated agreements during the term of this BOA.

C.4.1.3.1. Initial Title List Order Placement. Once the Vendor is selected in the pre-order competition, the Vendor will provide the Customer with a newly formatted subscription list.

- a) Orders should not be placed based on the Title list provided for Request for Quote (RFQ) unless the Customer specifically instructs the Vendor in writing to do so.
- b) The Vendor shall organize the list into the format of an Annual Renewal List, in (C.4.1.9.).
- c) The Customer has the right to make a limited number of changes to the list prior to order placement. If the Vendor places orders based on the pre-order price quotation list without a Customer waiver, the Customer may cancel any titles they don't want and will not be responsible for charges the publisher will not refund to the Vendor.
- d) The Vendor shall provide the renewal list to the Customer within twenty calendar days of receipt of authorization to order in the initial year.

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- e) The Customer will review the renewal list, make necessary changes, and return it to the Vendor. The Vendor shall reformat the renewal list, incorporating all changes, additions, and deletions, into a final confirmation list, and submit the confirmation list to the Customer for its final approval.
- f) The Customer will review the confirmation list for accuracy, make any editing or other changes, and forward the confirmation list to the Vendor as the final title list. The Customer may elect to waive the final confirmation list review, i.e. the second review.

C.4.1.3.2. Renewal Orders in Option Years

- a) Unless otherwise agreed to in writing between the Vendor and Customer, within 120 days prior to subscription expirations or a mutually agreed upon date, the Vendor will provide a complete list of previously ordered subscriptions as indicated in Section C.4.1.9. - Annual Renewal List, including any additional parts or titles that are now a part of the original ordered subscription including new additions to publisher package subscriptions.
- b) The Customer will make changes to the list and will return it to the Vendor for renewal/order. Changes made by the Customer may include substitutions for ceased, delayed, canceled titles, or for titles that have been changed by the publisher in a significant way. For example, if a title has merged with a new title so that the content of the new journal is no longer relevant to the Customer, substitution(s) can be made to provide the Customer with the desired content.
- c) Upon receipt of authorization to proceed from a contracting officer, as described in G.3.3. and G.4.3, and receipt of the corrected annual renewal listing,, the Vendor will place the orders/renewals as described in C.4.1.3. If the Customer does not return the list to the Vendor, subscriptions on the list will not be renewed. The preferred method of transmittal of this list between the parties is through electronic means.

C.4.1.3.3. Rush Orders. Upon receipt of a Customers telephone call, email or fax requesting a rush order, the Vendor shall transmit the order to the publisher within 24 hours. When the publisher will not accept the order without prior payment, the Vendor shall send out such payment within that same 24-hour period.

C.4.1.3.4. Costs In Excess of Authorized Funding Level. If the cost of the renewal list titles exceeds the authorized funding level, the Vendor must notify the Customer within three working days of discovery and provide information on all price and availability changes. The Customer will direct the Vendor to either;

- a) Stop the order process until the Customer provides modified instructions for all titles not yet ordered, or
- b) Continue placing orders for all titles except those found to exceed the most recently quoted price.

After receiving instructions from the Customer, the Vendor has five working days to place the modified orders. Clarification of the Customer's preferences concerning this process should be determined before any orders are placed.

C.4.1.3.5. Changes from Direct Customer Order to Vendor Order. For basic renewal of direct orders originally placed by the Customer and transferred to the Vendor for renewal, the Vendor shall notify the publisher in writing of the change of billing status.

C.4.1.4. Subscription Ordering Support Services. In support of basic subscription order and renewal services, the Vendor shall perform the following services and provide products as described below.

C.4.1.4.1. Electronic Vendor System. The Vendor shall provide an electronic system to provide information regarding new and renewal subscriptions information (Internet, client, FTP, etc.), that, at a minimum, includes the following features:

- (a) Ability to search by:
 - Title or series
 - ISSN
 - Account number or FEDLINK ID
 - Vendor reference number

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- (b) Display features:
- Bibliographic/order information for each serial title including title, publisher, ISSN, frequency,
 - Pricing options
 - Invoice payment information for, at a minimum, the current and previous year
 - List of outstanding claims (by title) including current status and number of times claimed

The Vendor shall provide the ability to search the Vendor's database to determine availability and cost prior to placement of an order and provide database system training and/or documentation at no cost to the library.

- (c) Ability to indicate the need to place a new order, but allowing the Vendor to make sure the order does not exceed the Customers available funding.

C.4.1.4.2. Unavailable Titles. If publications are only available through a direct order arrangement, or are discontinued, suspended, are otherwise unavailable or have had a title change, the Vendor shall notify the Customer by the time of invoicing.

C.4.1.4.3. Continuations or "Bill Later" Items. Initial pre-order price quotes will contain estimates of costs for "bill later" items. In subsequent years, estimates of such continuations will be included on renewal lists to ensure funding availability is maintained. The Vendor shall supply, upon request and at no charge, a listing by title showing "bill later" titles billed versus those not yet billed.

C.4.1.4.4. Membership Entitlements. The Vendor shall provide a written summary of all publications and/or material received through memberships, i.e., title, frequency, quantity of each publication, and special membership benefits.

C.4.1.4.5. Payment to Publishers. The Vendor must have the financial capability to prepay publishers for serials subscriptions. This will be reviewed during the proposal process and may be reviewed during the life of the BOA. Failure to maintain adequate financial responsibility may disqualify the Vendor for placement of orders under this BOA.

C.4.1.4.6. Advance Payment. The Vendor shall pay all regular subscription orders in advance, prior to submission of the first customer invoice. The Vendor must certify pre-payment to the publisher on all invoices. Upon request, the Vendor shall provide to the customer agency and/or FEDLINK proof of payment of any order invoiced. Requests for exceptions due to prior arrangements with publishers must be submitted to LC/OCGM in advance. LC retains the right to require detailed information about the content of such arrangements subject to confidentiality.

C.4.1.4.7. Adjustments. The Vendor shall make additional payments as necessary and be required to adjust for unforeseen contingencies, such as currency fluctuations, additional volumes, etc., as specified in G.3.7. (d) Refunds, Credits or Other Adjustments.

C.4.1.4.8. Government Audit of Vendor Records. The Vendor shall maintain complete records of all bibliographic and financial transactions of each Customer for up to three years. The Vendor shall provide, to the Customer and LC, immediate access to these records on demand. LC reserves the right to audit the transaction records.

C.4.1.4.9. Account Management. The Vendor shall provide support to the customer agency in tracking funds obligated against the authorized funding level. The Vendor shall provide best estimates of possible outstanding supplemental and bill-later charges, to ensure funding authorization levels will not be exceeded. The agency may request a report of estimated outstanding charges prior to the end of the fiscal year. The agency may instruct the Vendor to cancel outstanding orders, publisher permitting, to clear obligations against prior fiscal years, or to clear funds for re-obligation within the current fiscal year. The Vendor shall be responsible for ensuring that all orders are completed and invoices issued within three years of the fiscal year in which the order or renewal is placed. The Vendor shall cooperate with FEDLINK for customers using either Transfer Pay or Direct Pay account options. The Vendor shall report foreign and domestic pricing trends at least annually. The Vendor shall, at the customer agency's

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request, provide renewal lists that indicate expected inflation and price increase estimates for the agency's renewal list.

C.4.1.4.10. Ongoing Subscription Services. In addition to renewal listings, subscription services encompass items ordered throughout the year. Such subscription order requests shall be submitted by agency authorized persons and forwarded to the Vendor for placement with the publisher for the subscription period indicated, subject to the terms of this BOA and individual customer fees and terms as established in the RFQ process. Reports of confirmed orders will contain the same information as the renewal lists, plus IAG number, Delivery Order number, MIPR, or Purchase order number.

C.4.1.4.11. Not Included in the Basic Subscription Price. The Vendor shall be responsible for facilitating delivery of all material published within a given subscription year. The Vendor shall notify each Customer of special issues, indexes, and unnumbered supplements not included in the basic subscription price. These items shall be made available to the Customers by special order under this Agreement at the publisher's price and firm fixed service fee percent, with no additional charges, other than any handling and transportation costs charged to the Vendor by the publisher.

C.4.1.4.12. No Charge Materials. Title pages, table of contents, annual or other indexes, and other materials normally supplied by the publisher at no added charge to a requesting subscriber, are to be supplied automatically by the Vendor at no additional charge.

C.4.1.4.13. Sample Copies. The Vendor shall request sample copies of a serial when requested to do so by the Agency.

C.4.1.4.14. Back Issues. Upon request from the agency, the Vendor shall acquire back issues of a title for up to one year prior to the date of the current volume, if the title exists.

C.4.1.4.15. Catalog. Vendor shall provide an annual catalog of titles available. The catalog may be available to the customer electronically -and/or in print format, e.g. via Internet, at no additional charge to the agency. The Customer retains the right to request print copies of catalog information for cataloged titles of particular interest. The catalogs shall have as a minimum the following information:

- (a) Titles
- (b) ISSN
- (c) Cost
- (d) Frequency
- (e) Enumeration
- (f) Title changes, with cross references
- (g) Documented constraints

C.4.1.4.16. Publishers' Prices. The Vendor shall supply on demand publishers invoices or other documentation acceptable to the Customer to verify subscription costs charged the government. The Vendor shall automatically notify Customers of any serial title increase of 25% or more.

C.4.1.5. Administrative Services. The Vendor shall provide the following administrative services to support subscription ordering services:

C.4.1.5.1. Personal Representative. The Vendor shall assign a representative by name who is familiar with the terms of this BOA and the needs of federal libraries and information centers to provide personalized in-house assistance (via toll free or local telephone number and email) for each account and who can provide support in account transition from the incumbent and account claims resolution. The representative shall respond to all inquiries within one business day.

C.4.1.6. Claims for Missing, Defective or Mutilated Issues. The Vendor shall act as the contact point for the agency in obtaining from the publisher replacement copies of periodicals found to be defective, mutilated, lost in transit, or otherwise missing, provided the loss is reported within sixty calendar days. The Vendor shall handle claims for any subscription for up to three months after the termination date of the subscription.

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C.4.1.6.1. Electronic Claims. The Vendor shall offer electronic claims services. The agency retains the right to choose whether to use electronic claims and reports, or to communicate via optional print-based means offered by the Vendor, or a combination, e.g. transmitting claims to the Vendor electronically with periodic print reports for confirmation. Documentation on claims procedures/instructions shall be provided, e.g. manuals, reference guides, web documents, etc.

C.4.1.6.2. Time frame. The Vendor shall place all claims with the publisher within a minimum of five working days after receipt. In addition, the Vendor shall accept rush claims electronically, by telephone and fax and process them in fewer than five working days.

C.4.1.6.3. Claim Information. Claims types shall include missing issues, damaged issues, gaps in receipt of a title, non-start of a new order or renewal, error in consignee address, and duplicate issues received. The claim notice sent from the Vendor to the publisher shall include the following information:

- (1) Title being claimed
- (2) Specific issues
- (3) Date of Vendor's order to publisher
- (4) Order period
- (5) Amount paid
- (6) Proof of payment (complete check information)

C.4.1.6.4. Claim List. A list of claims, which have been made, shall be furnished as indicated under C.4.1.9., Library Management Reports, Claims Lists .

C.4.1.7. Cancellations and Refunds. All cancellations shall be accomplished within five business days upon appropriate notification from the Customer. If no funds will be recovered under a cancellation, the Vendor will notify the Customer. However, if funds are recovered they must be promptly credited to the Customer and no administrative fee shall be charged.

C.4.1.7.1. For Lost Periodicals, Replacements, and Discontinuance of Publication. In the case where replacement is unavailable and refunds are offered instead, the Vendor shall make a refund in full of all amounts refunded by the publishers.

C.4.1.7.2. Due to Cancellation. In those instances in which a refund has been requested due to timely cancellation of a subscription, the Vendor shall provide written evidence of his attempts to secure the refund for the government.

C.4.1.8. Addresses.

C.4.1.8.1. Bill to and Ship to Addresses. The Vendor shall support multiple shipping addresses, domestic and foreign, under one billing address. Consignee addresses shall have the capacity for up to five (5) lines for each type of address, with each line up to 30 characters.

C.4.1.8.2. Change of Address. The Vendor shall notify the publisher when Consignee changes of address occur.

C.4.1.9. Library Management Reports. At a minimum, the Vendor shall provide the following reports at no charge.

C.4.1.9.1. General Specifications. At no additional charge and on demand, the Vendor shall provide listings containing all or part of the following information as specified by the Customer:

- (a) Title
- (b) Ship-to address
- (c) Invoice-item number
- (d) FEDLINK ID and (IAG number, Delivery Order number, MIPR, or Purchase Order number)
- (e) Subscription period
- (f) Quantity
- (g) Frequency
- (h) Price with adjustments and estimates

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- (I) Volume
- (j) ISSN
- (k) Local information lines: These reports shall be able to capture the stored local information category, (i.e., internal fund accounting, subject identification, agency assigned number, etc.) in fields which equal a minimum of 100 characters on the report. At least one field shall be provided for local financial data which can also appear on invoices; at least one which can be associated with each ship to address; one or more fields with a total of at least 80 characters which can be associated with each title.

In addition, the Vendor will have the capability of sorting, subtotaling, and re-totaling the reports by any of the above included fields of information, and shall allow for the application of a service charge determined by the requested sort criteria.

The Vendor shall provide reports in electronic format, at a minimum, in ASCII comma delimited format, with optional print delivery of reports. The customer agency retains the right to choose which format to receive. The Vendor may offer other electronic formats, including but not limited to files containing report data, or access to data and programs for producing reports from Vendor systems.

- C.4.1.9.2. Financial Summary Report.** The Vendor shall provide a listing on demand by government fiscal year of all Vendor instigated credit or debit invoices to the agencies for services provided. This report shall include invoice number, dollar amount, and service charge amount.
- C.4.1.9.3. Claims Lists.** The Vendor shall provide to the agency an annual, quarterly, or monthly listing of all outstanding claims and any responses received from the publishers unless the Customer waives this service. The report shall include publisher's claims time limits. If an additional claim is required for an item appearing on the report, the report itself may be used as a reclamation document by the Customer.
- C.4.1.9.4. Information Bulletins.** The Vendor shall provide, at no cost and at least monthly, information bulletins updating the latest known information on various serial titles, including serial title price increase of 25% or more, title changes, changes in frequency, or changes in availability (ceased, suspended, etc.) . The preferred method of notification is via electronic communication (email, etc.)
- C.4.1.9.5. Subscription Status Information.** Monthly, or upon demand, the Vendor shall notify the Customer in writing of any irregularity or change in status, such as: bill later, non cancelable, slow, irregular, discontinued, order direct, split title, not due for renewal at this time, period restricted, establishing contact with publisher, temporarily suspended publication, foreign title, estimated price, and price increased since last billing published price, etc.
- C.4.1.9.6. Ship-to List.** The Vendor shall provide, on demand, a listing of all Customer consignees and their complete addresses.
- C.4.1.9.7. Title List Provided for RFQ.** The Title List which will be used by the library as the starting point for their list for a new RFQ, shall be separated by each "ship to" address, shall alphabetically list all current subscription titles ordered or on record to be ordered for that consignee. The report shall be available in electronic format, at a minimum as an ASCII comma delimited file, with the print option available by request only RFQ lists shall contain the following minimum information:
 - (1) Complete "Bill to" and "Ship to" address
 - (2) Title
 - (3) ISSN (stored as nnnn-nnnn)
 - (4) Publisher
 - (5) Quantity
 - (6) Subscription Period based on Agency Data
 - (7) For current online journals, the tier/level of the current subscription, if available.
 - (8) Frequency
 - (9) Format
 - (10) All additional titles which may not be due for renewal, but which are on record for a specific consignee

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C.4.1.9.8. Annual Renewal List . The renewal list will be used by the library to estimate a budget for the fiscal year, shall be separated by each "ship to" address, shall alphabetically list all subscription titles ordered or on record for that consignee, unless the agency requests other sorts or formats. Renewal lists shall contain the following minimum information:

- (1) Complete "Bill to" and "Ship to" address
- (2) Account number chargeable (including FEDLINK ID)
- (3) Title
- (4) ISSN
- (5) Quantity
- (6) Subscription Period based on Agency Data
- (7) Price: To contain latest known publishers' rates currently available
- (8) Service charge / discount
- (9) Frequency
- (10) Publication status
- (11) Renewal documentation; to contain an 80 character capacity local information field or fields for the storing of unique data for each title (e.g. internal fund accounting, subject identification, agency assigned numbers, etc.)
- (12) Estimated supplemental charges for bill laterers
- (13) Include an inflation factor either as a general statement of inflation or on individual titles on the quotation.

C.4.1.9.9. Courtesy Invoice Data. The Vendor shall supply the customer agency with, at a minimum, one additional copy of invoices or electronic invoice data to a point of contact in addition to the copy sent to the financial center for payment, e.g. to the customer library in addition to the FEDLINK or Customer's Fiscal Office.

C.4.1.9.10. Additional Reports. Additional Reports and Electronic data shall be made available under Lot 2, Optional Services. Examples of such reports/data include but are not limited to electronic files of catalog data in MARC format, local or consortia holdings data, data related to usage of electronic services.

C.4.1.10. Licenses. All License agreements will be between the Customers and the Vendors or Publishers. However, the Federal Government requires certain terms and conditions in their license agreements that may conflict with some standard commercial practices. Section H contains sample language that complies with federal requirements, a sample license, and further explanation of suggested best practices.

C.4.2. LOT 2 - OPTIONAL SERVICES Customers may require and Vendors may offer the following:

C.4.2.1. Pricing Alternatives: Fixed Price Invoicing. The Vendor shall offer a fixed price for any given subscription or list of subscriptions and shall invoice at that price regardless of publisher action.

C.4.2.2. Pricing Alternatives : Publisher's Price Plus Flat Fee Per Title. The Vendor shall offer a flat fee per title added to the Vendor's cost for the title, including discounts received by the Vendor from the publisher.

C.4.2.3. Average Price Index Report. The Vendor shall provide an average price index report to each customer covering a three-year period for all subscriptions. On demand, this report shall be arranged for each consignee by ship-to address and alphabetically by title or by subject identification. All price data shall be accessed directly from each ship-to file.

C.4.2.4. Journal Check-In. Each ship-to address has the option to have subscriptions sent to the Vendor for check-in, physical inspection, or other services, and then reshipped to the consignee. Vendor shall provide a description of check-in services offered and make the description available on demand to potential customer agencies under this BOA. Customers shall specify check-in requirements for individual ship-to addresses, in addition to the recording of receipt, such as number of ship-to addresses; physical inspection; reshipment; claiming; security tapes; bar coding; property stamps; packing slips; route slips; special packaging, labeling or other processing requirements; check-in reports or data; preference regarding local check-in system.

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- C.4.2.5. Missing Issues.** The Vendor will provide missing issues from a storehouse of collected issues, or access to information about available issues to replace those that the customer is missing. Individual customer requirements shall specify if fulfillment of a large number of missing issues is anticipated.
- C.4.2.6. MARC Serials Record Data or other Metadata.** The Vendor shall provide electronic files of metadata including bibliographic data in MARC or other standard formats, and local or consortia holdings data, for loading into Customer's local system. The Vendor shall provide stable and accurate Uniform Resource Locators (URLs) included in title list format, in the 856 field of the MARC record, or in the appropriate element in other standard metadata formats, according to the Customer's requirements.
- C.4.2.7. ILS System Interface** The vendor shall provide integration of electronic data (EDI, vendor proprietary data, etc.) into local databases/software systems. The Vendor shall describe data available and methods for exchanging data electronically system to system, files ready for use by proprietary software/systems, and past experience in developing interfaces and data exchange with libraries and publishers..
- C.4.2.8. Additional Reports.** The Vendor shall describe additional available reports, if any, that have not already been included in Lot 1. Include data available in electronic format, in addition to MARC records, and the formats in which the data is available.

C.4.3. LOT 3 - SPECIALIZED ELECTRONIC ACCESS SERVICES.

Vendors who offer subscription services under Lot 1 may also offer Web-based access to electronic journals and articles, other software and interfaces to manage access, and collection development or control of electronic text. (Online and CD electronic journal subscriptions are covered under Lot 1 as are subscriptions to serials in print, microform and other media.) The Vendor shall provide customer specific solutions to ordering, access, and maintenance of e-journals. The Vendor may provide for access to an archive or back issues of the electronic journals, by maintaining the files centrally or allowing the subscriber the option to retain an archival copy locally. License terms for use, redistribution, etc. of e-journals materials shall be developed for FEDLINK customers as described in Section H.7. Any assistance offered by a subscription agent regarding licensing would be offered under Lot 3. Pricing formulas should be predefined where possible. Fair and reasonable customer specific offerings may be negotiated on an individual basis by LC/FEDLINK, either for individual customer or for consortia. Lot 3 covers electronic and Web-based interactive tools for electronic publications access and management. FEDLINK contracts for Electronic Information Retrieval Services cover offerings by companies providing access to electronic data that do not offer general subscription services to a wide range of serial publications in print and other media. Services offered under Lot 3 may include but are not limited to:

- C.4.3.1. User Interface to Electronic Publications** - ability to order, renew, claim, and invoice via the Web, access to electronic titles including pricing, frequency, publisher information, publisher claiming restrictions, title-specific news, access to order history and claims status, and the ability to search for missing issues and get replacements online.
- C.4.3.2. Management of Electronic Publication Subscriptions** - products and services to help the management of electronic publication subscriptions, licenses, links, customized access or file groupings for individual or consortium customers, collection assessment and collection development reports. For example, Open URL Link Resolvers, Online Lists of Resources, Federated Searching, ERM (Electronic Resource Management systems, etc.)
- C.4.3.3. Support for Licenses** - additional support for Member to negotiate and review Publisher license agreements.
- C.4.3.4. User Authorizations and/or Usage Data** - ability to provide management of Member user authorization information. Also, the ability to gather and/or combine usage statistics, either through a Vendor product or by interfacing with the Publisher to collect usage statistics.
- C.4.3.5. Customized Access or File Groupings for Individual or Consortium Customers** - additional support for access for Members with consortium arrangements.

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C.4.3.6. End User Desktop Procurement - ability to allow end-users to search the database of available serial titles and suggest orders. The orders will be subject to review by Member staff.

C.5. PERFORMANCE PERIOD This Solicitation is for a Basic Ordering Agreement (BOA) containing a base year and option years. All orders under the resulting Agreement will contain options for the same period of time as the Basic Ordering Agreements. If the Library exercises option years for the overall FEDLINK Agreement, transfer pay Customers may exercise option years with their previously selected Vendors. Direct Pay agencies are invited to exercise option years for their orders, but must abide by their local procurement policy in so doing.

C.6. Summary of Contracting Process

C.6.1. Process for award of a Basic Ordering Agreement (BOA)

- a. FEDLINK issues a Request for Proposals (RFP) for the award of single or multiple Agreements for subscription and related services.
- b. Vendors respond to the RFP with proposals in accordance with the Statement of Work and the Solicitation provisions (see Section L).
- c. FEDLINK performs Cost and Technical Evaluations and Financial Responsibility Determination. Competitive range will be determined and award(s) may be made with or without negotiations.
- d. FEDLINK awards a Basic Ordering Agreement (BOA) to qualifying Vendors in accordance with Section M Criteria.

C.6.2. Definitions. As used in this solicitation and BOAs established hereunder:

"**Agency**" means any federal library, information center or U.S. Government entity that qualifies for service with FEDLINK.

"**Back Orders**" are orders that could not be filled by the supplier when originally placed, but is kept on file pending availability of the material.

"**Bill Laters**" are a type of continuation in which a vendor does not bill a library customer until the publisher has confirmed the price and/or availability of the item or items.

"**Customer**" means a member who has or is requesting a current contract with the Vendor to provide serials subscription services.

"**Consignee**" means the location to which items are shipped; also known as the "ship-to" address.

"**Licensing**" refers to terms and conditions required by the owners of proprietary systems, software or intellectual property regarding the terms of its use.

"**Member**" means an agency with a current interagency agreement with the Library, to use the LC/FEDLINK contracts and other services.

"**Publisher Price**" the established publisher list price for the given subscription period at the time of order and acceptance by the publisher. The price at which a publication is made available to the public. It is established by the publisher and is exclusive of any discount. Loosely, the price quoted in the publisher's catalog. [ALA *Glossary*, Modified] Also known as Retail Price.

"**Serial**" as used in the field of library science and in this solicitation, means any publication issued in successive parts, usually (though not always) at regular intervals, and intended to be continued indefinitely. Serials include: periodicals, newspapers, magazines, annuals, yearbooks, journals, memoirs, proceedings, transactions, and numbered monographic series and other serially published works. Serials may be published in any medium or format (including electronic, print, microform, or other non-print media), and may be available through purchase (as with traditional print magazines) or license (as with online journals).

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"Subscription" means serial or periodical publication and related services. It also shall designate back issues of serials or periodical publications, but such issues shall be dated no earlier than one year before the current volume. The agency determines the subscription period, publisher permitting, and the Vendor must place and service it for the life of the subscription plus three months.

"Transfer Renewal" means the transfer of serial subscription renewal to a different serial subscription agent.

"Vendor" or "contractor" means the organization providing serial subscription services to agencies, also known as a "serials subscription agent," "subscription agent," "serials agent," "intermediary," or "aggregator."

Definitions of additional terminology that relates to serials acquisition may be found in the *Serials Acquisitions Glossary* of the American Library Association.
<http://www.ala.org/ala/mgrps/divs/alcts/resources/collect/serials/acqglossary/index.cfm>

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SECTION E - INSPECTION AND ACCEPTANCE

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

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

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SECTION F - DELIVERIES OR PERFORMANCE

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 BOA shall consist of one (1) base year, with six (6) one year options, beginning October 1, 2010. The contracting officer shall provide written preliminary notice of intent to exercise an annual option at least 60 days prior to the expiration of the BOA.

Base Year:	October 1, 2010 – September 30, 2011
Option 1 (One):	October 1, 2011 – September 30, 2012
Option 2 (Two):	October 1, 2012 – September 30, 2013
Option 3 (Three):	October 1, 2013 - September 30, 2014
Option 4 (Four):	October 1, 2014 – September 30, 2015
Option 5 (Five):	October 1, 2015 – September 30, 2016
Option 6 (Six):	October 1, 2016 – September 30, 2017

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 order. All shipments to the requiring agency shall be made via UPS, Federal Express, DHL, Emory, or comparable service, unless the contractor can provide local delivery service.

F.4. OPTION TO EXTEND THE TERM OF THE BASIC ORDERING AGREEMENT. The Library reserves the right to extend the term of this BOA with the mutual consent of the Contractor and as may be in the Library’s best interest. The contracting officer shall provide written preliminary notice of intent to extend the term of the BOA at least 60 days prior to the expiration of the BOA.

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SECTION G - CONTRACT ADMINISTRATION DATA

G.1 LC/FEDLINK Basic Ordering Agreements. The contractual vehicles issued as a result of this solicitation shall be Basic Ordering Agreements (BOA) pursuant to FAR 16.703. These shall be multi-agency contractual vehicles established in accordance with the Library of Congress (LC) Fiscal Operations Improvement Act, P.L. 106-481, Section 103 (2 U.S.C. § 182c.) Any federal agency may be authorized to place orders under this BOA in accordance with the terms and procedures described herein.

G.1.1 (a) Constant Pricing and Discount. The vendor shall maintain constant pricing (discount or service fee) under this BOA for the period from October 1, 2010 through September 30, 2011 and subsequent fiscal year option periods.

G.1.1 (b) Addition of Services and/or Changes to the BOA. For the life of the BOA, the vendor shall offer no services other than those specified herein unless specific application is made to LC/ Contracts to modify the BOA to incorporate additional services and/or changes. Any new services or changes, which are approved by the LC Contracting Officer, shall be officially added to the BOA by modification. Requests for approval to modify the BOA shall be sent via email, fax, or hand carried to:

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

G.1.2. Correspondence with FEDLINK Customers. Vendor correspondence, announcements, notification of offering, etc. that reference services offered through the LC/FEDLINK Program must be submitted to LC/FEDLINK for approval. Submit correspondence, prior to release, for approval via email or fax to:

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

G.1.3. Contract Administration Data

(a) This Basic Ordering Agreement will be administered by:
Janice A. Aiken, Contract Specialist
The Library of Congress
Office of Contracts & Grants Mgmt, FEDLINK Section
101 Independence Ave., S.E.
Washington D.C. 20540-9414
Email: jaik@loc.gov

(b) The designated Contracting Officer Technical Representative (COTR) for this contract is:
Marla Chesler, Network Librarian
The Library of Congress
Federal Library and Information Center Committee (FLICC)
101 Independence Ave., S.E.
Washington D.C. 20540-4935
Email: mchesler@loc.gov

(c) Copies of all correspondence concerning the BOA shall be provided to the Contract Specialist at the above address and shall make reference to the BOA number.

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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. LC/FEDLINK charges customers a fee for participating in FEDLINK.

G.2.1. Ordering Procedures. Customers shall review all products and services offered and shall determine which products and services best meets the customer agency's requirements for each delivery order in accordance with FAR 16.505 and 16.703. Customers shall evaluate offerings based upon the criteria established in this document. All BOA holders will be provided fair opportunity for consideration for each order exceeding \$3,000.

G.2.2. FEDLINK Service Options. LC/FEDLINK offers customers two service options for Serial Subscription Services:

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

G.2.2.2. Direct Pay. Under the direct pay option, a customer transfers FEDLINK administrative fees to LC and receives authorization to use an LC/FEDLINK BOA, but does not transfer service dollars to LC. Instead, the customer generates a local purchase order made out to the vendor and returns both the signed IAG and the purchase order to LC/FEDLINK. When the signed IAG and purchase orders are received, LC/Contracts Services generates an authorization to provide service under the FEDLINK Agreement and forwards the authorization and the customer's purchase order to the vendor. The vendor provides service and invoices the customer directly against the local purchase order. Purchase order modifications shall be forwarded to the vendor through LC/Contracts Services. Direct pay processes are described in detail below at G.4.

G.2.2.3. Vendor Option. The vendor is required to offer the transfer pay option to FEDLINK customer. The vendor is not required to make services available under the direct pay option.

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

G.3.2. Pre-Order Competition. The first time a Customer requests subscription services under this BOA, they must provide preliminary requirements to FEDLINK (for Transfer Pay) or local contracting office (for Direct Pay) including a representative list of subscriptions to be ordered or renewed, and the associated "ship to" addresses. Vendors shall be required to provide price quotes, indicating level of service available, to registered FEDLINK users for purposes of evaluation before the appropriate Vendor(s) is (are) selected and firm orders placed. A Request for Quotation (RFQ) is issued to all Vendor(s) who have been issued BOAs Vendors are not required to respond to each Request for Quotation (RFQ) received under this Agreement

(a) Request for Quotation. RFQs for renewal lists expected to exceed the micro purchase threshold must be initiated by Library of Congress Contracts Office for transfer pay customers, or by the designated contracting official for direct pay customers. When federal libraries and offices register for serials subscription services under the FEDLINK program, they will submit renewal lists and brief descriptions of administrative and optional services required for price quotes from the companies with established FEDLINK serials BOAs.

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(b) Vendor Quotation. Price quotes in response to RFQ will indicate publisher's list price at the time of the quote. Additional fees cannot be added to the publisher's list price. Service fee and any volume discount applied should be included as separate prices. While publisher's price must be indicated for each title, service fee and volume discount may be shown as a single percent and a single volume discount for the entire renewal list, with the total for the quote supplied. Estimates for "bill later" items and estimates for inflation projections will be included. Service fee percent and discounts will be binding as quoted. If publishers prices change before firm orders are placed, invoiced, or item is published, the actual prices charged to the Customer may reflect those changes insofar as it reflects industry standard practice.

(c) Vendor Selection. The agency's account will subsequently be awarded to that Vendor able to provide the required services and titles for the lowest overall price while meeting the agency's requirements for service. Cost to the government resulting from a change of Vendor shall be considered in the evaluation in addition to past performance, fulfillment rate and other factors related to the agency's special requirements. Upon receipt of funding, not to exceed (NTE) orders are issued to the recommended Vendor(s) whose Quotation is judged as the best value to the Government. Final arrangements as to the final subscription lists and other services/supplies required and any other specific terms are arranged between the Vendor and the Customer as described in Section C.4.1.3.1.-Initial Title List Order Placement.

(d) Equal Low Quotes. In general conformance with FAR 14.408-6, the following criteria shall be used for individual RFQ requirements when equal low quotes are received;

- a. Completeness of offer
- b. Small business concerns that are also labor surplus area concerns.
- c. Other small business concerns.
- d. Other business concerns.

If two or more offerors still remain equally eligible after application of items (a) through (d) above, award shall be made by a drawing by lot limited to those offerors. The drawing shall be witnessed by at least three persons, and the contract file shall contain the names and address of the witnesses and the person supervising the drawing.

When an award is to be made by using the priorities under FAR 14.408-6, the contracting officer shall include a written agreement in the contract that the contractor will perform, or cause to be performed, the contract in accordance with the circumstances justifying the priority used to break the tie or select quotes for a drawing by lot.

(e) Changes to List or Requirements. Pre-order competition may need to be re-competed if the Customer changes a title mix by dropping or adding a significant number of titles or changing the format (print to online, for example) after the quote is accepted by the vendor and a) the original competed requirements are significantly changed, or b) the changes affects the Vendor's service fee.

(d) Option Years for Agency Orders. If the Library exercises option years for the overall FEDLINK BOA, transfer pay Agencies may exercise option years with their previously selected Vendors. Direct Pay agencies are invited to exercise option years for their orders, but must abide by their local procurement policy in so doing.

(e) Multiple Vendors. Agencies may reserve the right to establish accounts with multiple Vendors. However, in such cases lists submitted in RFQs must indicate the intention to select multiple Vendors. One list cannot be submitted for quotations and then divided for business, because the Vendor(s) may not then be able to honor the service fees quoted. If multiple accounts are intended and the aggregate of business authorized across Vendors would exceed the small purchase limit, RFQs shall be used to select Vendors, by LC/C&L for transfer pay or by the designated contracting official for direct pay accounts.

G.3.3. Customer Agency Purchase Agreements. Customer agencies initiate purchase agreements with LC for services through the registration process. The purchase agreement with LC may be in the form of a purchase order, interagency agreement, MIPR, or any agency document authorizing the transfer of funds to the Library. To constitute valid agreements all such documents must be signed/accepted both by the

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agency and by LC/FEDLINK. After LC signs and returns the purchase agreement, LC Financial Services Directorate (LC/FSD) invoices the agency for the funds obligated to LC. The customer may also elect to use an alternative customer agency document to transfer or obligate funds to LC. LC/Contracts issues delivery orders to the vendors listed in the amounts specified on the purchase agreement or alternative customer agency authorizing document. Upon receipt of the delivery order the vendor may initiate service for the customer. Customers may request amendments to their purchase agreement orders during the year (until a cutoff date specified by FEDLINK), and thus may add or delete services and/or change funding levels. LC/Contracts issues delivery order modifications accordingly.

G.3.4. FEDLINK Delivery Orders. LC/Contracts issue a delivery order to the vendor for each FEDLINK customer using the vendor's service in the transfer pay mode under the LC/FEDLINK BOA. LC/Contracts may also issue delivery order modifications that reflect amendments to customers' purchase agreements - to change services or adjust funding levels. Upon receipt of the official LC delivery order, the vendor may begin service for the customer, under the terms of the current BOA. The vendor shall not begin, renew, cancel or convert to the LC/FEDLINK BOA, any service for any FEDLINK customer until a delivery order for that service, for the current fiscal year has been received. The vendor shall not provide services to the customer in excess of the "not to exceed" dollar amount indicated on the original delivery order or as amended by any delivery order modification. The Government is not liable for services or products provided, which exceed the NTE dollar amount. Authority to provide service under an LC delivery order expires on September 30 of each fiscal year, unless specifically stated otherwise on the delivery order.

G.3.4. (a) Order Acceptance and Notification. The vendor shall inform FEDLINK Fiscal Operations (FFO) in writing of any account identification or user identification the vendor has assigned to the customer within a reasonable time from receipt of delivery orders from LC/Contracts. This notification confirms the Vendor's acceptance of the order under this BOA. Performance under any FEDLINK delivery order constitutes Vendor's acceptance of all BOA terms and conditions. Upon receiving the delivery order, the vendor shall contact the customer immediately to begin service. If the vendor questions an order, the questions shall be noted on the delivery order and the delivery order returned to LC/Contracts within ten (10) days. Customer identification shall be sent via fax or email to the following address:

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

G.3.4. (b) Customer Identification. FEDLINK assigns a unique four-character FEDLINK ID to each customer. After receiving the delivery order, all vendor correspondence and oral communications with FEDLINK regarding customers shall identify the customer by the FEDLINK ID and delivery order number for the customer as indicated on the delivery order. The vendor may also assign its own account numbers, user IDs or other identifiers to customers, but may not use these identifications instead of the FEDLINK ID.

G.3.5. FEDLINK Invoice Instructions. FEDLINK's transfer pay accounting service is intended to help FEDLINK customers manage the Government funds entrusted to them legally, efficiently, and effectively. FEDLINK simplifies processing and achieves economies of scale for both customers and vendors. However, with centralized, third party processing there can be delay in reporting to the customer. Therefore, it is important that the vendor cooperate with FFO to ensure that invoices, usage reports, credits, and refunds are submitted within 30 to 45 days and are complete and accurate.

G.3.5. (a) An invoice is the vendor's bill or written request for payment under the delivery order for supplies delivered or services performed. The vendor shall prepare invoices and submit them to FFO for review and processing. FFO will forward approved invoices to LC/FSD for payment. All proper invoices (except summary invoices) and all detailed usage reports shall include the information specified below and be formatted as specified below. Invoices that do not meet these specifications are defective. FFO will reject them and return them to the vendor without payment. Invoices for products/services that exceed the funding level authorized on the delivery order will be rejected for insufficient funds and

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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: fliccffe@loc.gov

G.3.6. Invoice Information. The vendor shall supply the following information on all invoices:

G.3.6 (a) Invoice Data Elements.

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

G.3.6. (b) Certification of Order Placement and Prepayment. The Vendor shall certify on all invoices that it has placed the subscription order and paid the publisher prior to invoicing. Invoices without this certification will be considered improper and will be rejected, see **G.3.9.1**. Vendor’s statement must be signed and dated by a certifying official. The certification should consist of the following statement:

I hereby certify that the order for these titles have been placed and the publisher has been paid:

Signature: _____

Title: _____

Date: _____

G.3.6. (c) Invoice Number. Individual invoices shall have unique numbers. Any invoice (including credit invoices) with a number that duplicates another invoice’s number is defective and will be rejected.

G.3.6. (d) Fiscal Year of the Invoice. An invoice reflects individual items/services ordered by the customer in accordance with an authorized delivery order. The fiscal year to which an invoice must be charged is governed by the delivery order number, not by the vendor's invoice date. Thus, items ordered on September 30th against a current delivery order will be charged to the current fiscal year, even though they may not be delivered and invoiced until after the next fiscal year has begun. It is therefore extremely important that the delivery order number and order date be clearly identified on the invoice and that it correctly reflect the fiscal year with which the particular item orders are associated. Invoices for electronic subscriptions shall be clearly distinguishable from reports of usage under the subscription (for which no additional payment is due.) The vendor shall not combine charges from separate fiscal years on a single invoice.

G.3.6. (e) Discounts. Discounts earned by individual customers shall be calculated on the individual invoice or institution detail for the FEDLINK customer. FFO is not responsible for any recalculations to distribute discounts due individual customers. Prompt payment discount options approved in the Contract shall be specified on invoices. The option to take a prompt payment discount shall be exercised at the Government's option.

G.3.7. Invoice Types.

G.3.7. (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.3.7. (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.3.7. (c) Charge Back Report. The vendor shall provide detailed information that allows the customer to track information that can be used to charge back to agency units for whom service is being administered centrally. The data requirements are specified in Section .C.4.1.9.1(k). This data shall be provided in computer-readable form or in print form as appropriate. This Computer-readable "charge back" report supplements, but does not replace, invoice information.

G.3.7. (d) Refunds, Credits or Other Adjustments. All invoice adjustments for transfer pay customers shall be processed through FFO. FFO shall determine whether a credit to the customer's account is acceptable or whether a refund is required. Where credits are acceptable, the vendor shall issue separate credit invoices for all accrued credit on an individual customer's account and shall indicate on the credit the information specified above, plus the following: reference to the original invoice number, original order date, description of credit, credit total. Invoice adjustments shall have a unique invoice number; the invoice number of the original invoice being adjusted shall not be re-used. Where refunds are required, the vendor shall promptly remit amounts due.

G.3.7. (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.3.7. (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.

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G.3.7. (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. If the vendor wishes to provide invoice data in computer-readable formats, it should supply FEDLINK with a sample file for evaluation.

G.3.8. Invoice Submission.

G.3.8. (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.3.8. (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.3.8. (c) Sort Order. The vendor shall deliver invoices sorted first by fiscal year, then alphabetically by FEDLINK ID. Mixing invoices for different fiscal years, sorting by invoice number, user ID, or other data element slows FFO processing and is not acceptable.

G.3.8. (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.3.8. (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 certified invoice. Invoices printed on continuous paper sets shall be stripped of letter edge perforation guides. Invoices shall be stripped of any interleaved carbon inserts.

G.3.8. (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.3.8. (g) Final Invoice Call. FEDLINK is required to close customer accounts for prior fiscal year obligations against appropriations and funds scheduled for retirement. FFO issues a final invoice call to vendors each fiscal year to initiate the close-out of prior year contracts. Vendors must submit the final invoices to FFO within 90 days from notification.

G.3.9. Invoice Review and Payment. For purposes of this clause, "invoice payment" means a Government disbursement of monies to a vendor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final costs or fee payments where amounts owed have been settled between the Government and the vendor. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days. The designated billing office for transfer pay accounts is LC/FEDLINK.

G.3.9.1. Return of Improper Invoices. If the invoice does not comply with requirements herein, then the vendor shall be notified of the defect within **25 days** after receipt of the invoice at the designated billing office. Untimely notification by the Government shall be taken into account in the computation of any interest penalty owed the vendor in the manner described in paragraph G.3.10 of this Agreement. 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.

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G.3.9.2. Invoice Adjustments. The Government may adjust invoices to remove charges not valid and not payable under this Contract, such as line items for excluded services, sales tax, freight charges, and prior month billing. FEDLINK will not make partial payments to accommodate customer funding levels.

G.3.9.3. Payment Due Date. The due date for making invoice payments shall be the later of the following two events:

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

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

G.3.9.4. Electronic Funds Transfer (EFT) (FAR 52.232-34, MAY 1999). In accordance with the Debt Collection Improvement Act, all FEDLINK payment to vendors shall be made via electronic funds transfer (EFT). The vendor shall complete the "Vendor Survey Form" obtained from LC Contracts Services to provide the information necessary to transmit payments to the vendor's financial institution. Payment shall be considered as being made on the effective date of the EFT.

G.3.9.5. Remittance Advice. FFO shall provide the vendor contact identified in this Agreement with a remittance advice that details the invoices that are covered by LC/FEDLINK payments. Currently, FFO faxes the remittance advice to the vendor's Accounts Receivable contact a few days before the EFT payment is completed. The vendor should use the remittance advice to update its accounts receivable records.

G.3.10. Interest Penalty Payments.

G.3.10.(a) Conditions for Interest Payment. An interest penalty shall be paid automatically by the designated payment office, without request from the vendor, if payment is not made by the due date and the conditions listed in this clause are met, if applicable. An interest penalty shall not be paid on contracts 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.

(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.3.10.(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

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billing office failed to notify the vendor of a defective invoice within the periods prescribed above, then the due date on the corrected invoice shall be adjusted by subtracting from that date the number of days taken beyond the prescribed notification of defects period, as set out below. Any interest penalty owed the vendor shall be based on the adjusted due date. Adjustments shall be made by the designated payment office for errors in calculating interest penalties, if requested by the vendor.

G.3.10.(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 contract) after the vendor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or vendor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

G.3.10.(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 shall not exceed **25 days**.
- (2) The period between notice of defects and re-submission of the corrected invoice by the vendor.
- (3) For incorrect EFT information, in accordance with the EFT clause of this BOA.
- (4) Interest penalties shall not continue to accrue after the filing of a claim for such penalties under the FAR clause at 52.233-1, Disputes (7/02), or for more than one year. Interest penalties of less than \$1.00 need not be paid.
- (5) Interest penalties are not required on payment delays due to disagreement between the Government and vendor over the payment amount or other issues involving contract compliance or the amounts temporarily withheld or retained in accordance with the terms of the contract. Nor are interest penalties required on payment delays due to Acts of God, i.e., Hurricane, War or Security issues, i.e., 911 and when the Government is closed. Claims involving disputes, and any interest that may be payable, shall be resolved in accordance with the FAR clause at 52.233-1, Disputes (7/02), as amended by the Library.

G.3.10.(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.4. DIRECT-PAY PROCEDURES AND REQUIREMENTS

G.4.1. Registration. Customers indicate their intent to use LC/FEDLINK Agreements by completing the online registration form on the FEDLINK website at www.loc.gov/flicc, indicate that they intend to use the Direct-Pay method and transfer administrative fee to LC 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 services through the registration process. The purchase agreement with LC may be in the form of a purchase order, interagency agreement, MIPR, or any agency document authorizing the transfer of funds to the Library. To constitute valid agreements all such documents must be signed/accepted both by the agency and by LC/FEDLINK. After LC signs and returns the purchase agreement, LC Financial Services Directorate (LC/FSD) invoices the agency for the funds obligated to LC. The customer may also elect to use an alternative customer agency document to transfer or obligate funds to LC. LC/Contracts issues Direct Pay notifications to vendors authorizing the amounts specified on the purchase order or alternative customer agency document. Only upon receipt of the direct pay notification and the agency's purchase order, may the vendor initiate service for the customer. Customers may

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request amendments to their purchase agreements during the year (until a cutoff date specified by FEDLINK), and thus may add or delete services and/or change funding levels. LC/Contracts issues modifications accordingly.

G.4.3. FEDLINK Direct-Pay Notifications and Agency Purchase Orders. After following the instructions in G.3.2-Pre-Order Competition FEDLINK Customers shall issue a local purchase order through LC/FEDLINK to the vendor for all orders. The purchase order shall reference the LC/FEDLINK BOA number and the customer's FEDLINK ID, and shall indicate the purchase order funding level. LC/FEDLINK will forward the customer's purchase order to the Vendor concurrent with the LC/FEDLINK Direct-Pay notification. Purchase order modifications shall also be forwarded to the Vendor through LC/FEDLINK. Upon receipt of the official LC delivery order and purchase order, the vendor may begin service for the customer under the terms of the current Agreement. The vendor shall not begin, renew, cancel, or convert to the LC/FEDLINK Agreement any service for any FEDLINK customer until a direct-pay notification for that customer for that service for the current fiscal year has been received. The vendor shall not provide services to the customer in excess of the "not to exceed" (NTE) dollar amount indicated on the purchase order or as amended by any purchase order modification. The Government is not liable for services or products provided which exceed the NTE dollar amount. Authority to provide service under an LC/FEDLINK order expires on September 30 of each fiscal year unless specifically stated otherwise on the delivery order or purchase order.

G.4.3.(a) Customer Identification. FEDLINK assigns a unique four-character FEDLINK ID to each customer. After receiving the LC/FEDLINK direct-pay notification, **all** vendor correspondence and oral communications with FEDLINK regarding customers shall identify the customer by the FEDLINK ID and direct-pay notification control number for the customer as indicated on the notification. 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.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 Agreement for over-billings, billing errors, and compliance with all requirements of this Agreement. 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 services available under the program. Currently, the FLICC/FEDLINK World Wide Web site has a section devoted to services available to FEDLINK that includes brief descriptions of the products and services offered by FEDLINK vendors, vendor contact information, and active links to vendor e-mail and websites. The vendor is invited to submit its contact and link information for inclusion in this web-based FEDLINK services catalog.

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

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

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G.7. CONTACT FOR CONTRACT ADMINISTRATION. The Vendor shall designate a person to serve as the Contract Administrator for the Agreement and resulting orders both domestically and overseas. The Contract Administrator is responsible for overall compliance with the terms and conditions of the Agreement. The Contract Administrator is also the responsible official for issues concerning the FEDLINK Quarterly Summary of User Activity and Financial Certification and reviews of vendor records. The Vendor's designation of representatives to handle certain functions under this BOA does not relieve the Contract Administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change.

VENDOR CONTRACT ADMINISTRATOR:

(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: Debra M. Knox, Director of Government Sales
Address: 201 Village Road
Shallotte, NC Zip Code: 28470
Telephone: 800-571-9554, Ext. 215 FAX: 877-755-6274
e-mail Address: dknox@wtxco.com

VENDOR CONTACT FOR DELIVERY ORDERS:

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

Name, Title: Debra M. Knox, Director of Government Sales
Address: 201 Village Road
Shallotte, NC Zip Code: 28470
Telephone: 800-571-9554, Ext. 215 FAX: 877-755-6274
e-mail Address: dknox@wtxco.com

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

(Responsible for all fiscal matters and receives all FEDLINK payment advises, 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: Dawn Ashton, Accounts Receivable
Address: 201 Village Road
Shallotte, NC Zip Code: 28470
Telephone: 800-571-9554, Ext. 233 FAX: 877-755-6274
e-mail Address: dashton@wtxco.com

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: Lori Hansen, Customer Service Team Leader
Address: 201 Village Road
Shallotte, NC Zip Code: 28470
Telephone: 800-571-9554, Ext. 219 FAX: 877-755-6274
e-mail Address: lhansen@wtxco.com

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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 BOA or any order issued under the BOA. The LC Contracting Officer is the **only** party authorized to make any changes that affect the terms and conditions of either the BOA or orders or to bind the Library of Congress.

H.2. FINANCIAL CAPABILITY TO PREPAY PUBLISHERS.

The financial capability to prepay Publishers for Serial Subscription orders is a requirement of this BOA and all orders placed there under. Evidence of financial capability to fulfill the terms of this LC/FEDLINK BOA and all orders placed there under shall be provided prior to BOA award and shall be maintained throughout the life of this BOA and all orders placed there under. The Vendor shall submit a Letter of Credit in the amount of 2 Million Dollars from their financial institution or other comparable instrument. The Vendor shall further demonstrate sufficient equity and/or credit lines to guarantee prepayment to publishers. The availability of equity and/or credit lines to cover debts incurred in fulfilling all obligations under this BOA shall be certified to the LC Contracting Officer prior to the award of the BOA and annually thereafter. An authorized certifying officer of the contractor must sign and date all financial or other certification documents. The Contracting Officer may require the Vendor to provide additional documentation to ascertain the Vendor's capability to perform the requirement of any RFQ.

H.3. VENDOR REPORTING REQUIREMENTS.

H.3.1. Quarterly Summary of FEDLINK User Activity. The vendor shall submit quarterly the agency name, point-of-contact (POC), and total dollars obligated for the services provided under this BOA. The vendor may use the sample FEDLINK Quarterly Summary Report Forms provided (see attachments J.2. and J.3.) 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.1.1. 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.3.2. Quarterly Financial Capability Certification. As part of the Vendor's quarterly report, they shall certify that their financial capability to perform under this BOA has not changed.

H.3.3. 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.3.4. 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.

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H.3.5. NOTICE OF COMPANY CHANGES IN FINANCIAL CONDITION. The vendor shall provide the LC/FEDLINK Contracting Officer with advance notification of any anticipated changes in the company financial situation within 10 days of any change.

H.4. PAST PERFORMANCE REPORTING REQUIREMENTS.

This clause applies to all contracts estimated to exceed \$25,000. 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.4). The contracting officer will provide copies of any reports received to the vendor, and the vendor will have 30 calendar days from receipt to submit a rebuttal and/or a report of corrective actions taken. The past performance evaluation will be placed in the vendor's past performance file and will be available to any federal agency upon request for a period of 3 years.

H.5. USE OF LIBRARY OF CONGRESS NAME OR CONTRACTUAL RELATIONSHIP IN ADVERTISING.

The vendor agrees not to refer to awards from or Agreements 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.6. NEWS RELEASES. News releases pertaining to this BOA and resultant delivery orders shall not be made without LC/FEDLINK approval, as appropriate, and then only upon written approval received from the contracting officer.

H.7. LICENSES.

H.7.1. Licensing. Companies frequently have license agreements for their electronic publications, systems and software products. Licenses may be for the subscription agent's proprietary products, or publisher's proprietary products.

H.7.1.(a) Basic License. All license agreements will be between the Customers and the Vendors/Publishers. However, the Federal Government requires certain terms and conditions in their license agreements that may be in conflict with some standard commercial practices. The Library of Congress Office of General Counsel (OGC) has developed a basic license agreement that meets federal requirements and serves the needs of federal libraries while still respecting the Vendor's interests. This sample license can be found at Section J, Attachment 1.

Alternatively, if the Vendor or Publisher prefaces their licenses with the following language, most Federal customers will be able to accept your commercial licenses (as modified) without additional negotiations.

All of the terms and conditions set forth below are governed by the language of the following FAR clauses: FAR 52.227-19, Commercial Computer Software--Restricted Rights; FAR 52.233-1, Disputes; FAR 52.249-2, Termination for the Convenience of the Government (Fixed-Price); FAR 52.249-8, Default (Fixed-Price Supply and Service). 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.

Instructions for addressing the license in response to this RFP are included in Section L.4.2.4.

The Library of Congress/FEDLINK will negotiate an acceptable licensing agreement with each Vendor prior to awarding an Agreement. Subject to internal Customer requirements, they are authorized to use

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this negotiated license when placing orders against the resulting BOA. License agreements will be reviewed, approved, signed and enforced by Customers rather than FEDLINK contracting officers.

Your proposal must contain copies of all Vendor proprietary licenses for all items offered.

Any inconsistencies between this BOA and the Vendor's license terms shall be resolved by order of precedence as stated in FAR 52.215-8. 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 Agreement and the FEDLINK-specific licenses incorporated herein.

H.7.1.(b) Local Negotiations. Instead of using the negotiated License Agreements, Customers and Vendors remain free to negotiate licenses separately. Such individual licenses shall only pertain to the customer for whom they were negotiated. Upon request, FEDLINK shall assist Vendors and FEDLINK customers in negotiating licenses to be applied in their local environments

H.7.1.(c) License Considerations. All license negotiations shall focus on the three areas described below.

(1) **"Legal Terms.** The first area of concern involves terms that make legal commitments about how the license shall be administered or how disputes over use of the product shall be resolved. Because such terms may easily conflict with federal statutes and FAR clauses, they are scrutinized closely. For example, agreements that subject the Government to indefinite or potentially unlimited liability contravene the Anti-Deficiency Act. Other examples from these "legal terms" categories include: entire agreement clauses, methods of amending the license, automatic subscription renewal, prompt payment requirements, payment of taxes, contract termination, refunds, choice of law, and indemnification.

(2) **"Library Terms.** The second focus area, "library terms," involves terms that control how the customer is allowed to access and use the product. Proposed license terms should not impose a heavy management or monitoring burden on the Customer. Specific areas of concern are:

(i) **Prohibiting installation on networks.** The modern federal library/information center needs to be able to deliver electronic publications to its agency customers through agency networks. Restricting installation of the software to standalone computers would be an unacceptable limitation.

(ii) **Tying access to physical characteristics of the organization or the library.** Access schemes should be based on Internet domains or other ways of defining the customer organization as a whole rather than restricting access to a particular building or "site," and limiting access to particular workstation or IP addresses.

(iii) **Calculating the number of users.** Customers have data tracking historical use of many databases and print publications. This data should be relied upon for the calculation of license requirements since on-line systems can block access by excess users and CD-ROM systems can control the number of users through the use of metering systems. Other methodology results in an overstatement of the number of licenses required by a Customer.

(iv) **Redistribution.** Customers agree that all usage shall be consistent with the copyright doctrine of fair use. The license cannot restrict the Customer's ability to redistribute the information obtained for official Government research or related purposes.

H.8. 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. The vendors shall also provide information about how it will assist Customers in obtaining information about 508 compliance on the part of publishers.

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
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

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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 (MARCH 2009) -- As Modified by the Library of Congress

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

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

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

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

(d) The Librarian of Congress, 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

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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 requires 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. 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.5. FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000) As Modified by the Library of Congress (Jun 2009)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **7 years**.

(End of Clause)

I.6. FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

(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.

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- (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)

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.7. FAR 52.222-3 CONVICT LABOR (JUNE 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.10. LOC 52.232-25 Prompt Payment (Oct 2008) – As Modified by the Library of Congress (Jun 2009)

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

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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.

(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.

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(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:

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

- (i) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (ii) Affected contract number and delivery order number if applicable;
- (iii) Affected contract line item or subline item, if applicable; and
- (iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(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 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.11. 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)

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(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 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 -

SECTION J - LIST OF ATTACHMENTS

Attachment 1 – Basic LC/FEDLINK Licensing Agreement for Electronic Publications as referenced in Section H.7.

Attachment 2 - FEDLINK (Transfer Pay) Quarterly Sales Report as referenced in Section H.3.

Attachment 3 – FEDLINK (Direct Pay) Quarterly Sales Report as referenced in Section H.3.

Attachment 4 - PAST PERFORMANCE EVALUATION FORM as referenced in Section H.4.

J.1. Attachment 1 as referenced in Section H.7.

**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 Licensee agree as follows:

1. Definitions.

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

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

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

<p>Licensor:</p> <p>_____</p> <p>(Signature)</p> <p>_____</p> <p>(Name)</p> <p>_____</p> <p>(Title)</p> <p>_____</p> <p>(Date)</p>	<p>Licensor:</p> <p>_____</p> <p>(Signature)</p> <p>_____</p> <p>(Name)</p> <p>_____</p> <p>(Title)</p> <p>_____</p> <p>(Date)</p>
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Attachment 3 - FEDLINK Quarterly Sales Report as referenced in Section H.3.

FEDLINK QUARTERLY SALES REPORT DIRECT PAY

(Sample Format)

Vendor's Name: _____ BOA # _____

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:						

J.3. Attachment 4 - PAST PERFORMANCE EVALUATION FORM as referenced in Section H.4.

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.4.1. 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

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)

K.2. (FAR 52.203.8) CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)

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

(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--

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(A) Exchanging the information covered by such subsections for anything of value; or
(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

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

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

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

(End of Provision)

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

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

TIN: **56-1352557**

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)

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.]

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

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

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

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

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

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

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

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

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

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

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

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

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

(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
_____	_____
_____	_____
_____	_____
_____	_____

(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 **511120** [insert NAICS code].

(2) The small business size standard is 500 employees [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 **X** 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, **X** 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, **X** 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 **X** 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, **X** 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—

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(i) It o is, **X** 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, **X** 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: _NA_____.] 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—

(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—

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- (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)

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;

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

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

(iv) The facility does not fall within 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 two (2) copies. 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. The Vendor shall submit a Letter of Credit in the amount of 2 Million Dollars from their financial institution or other comparable instrument. The Vendor shall further demonstrate sufficient equity and/or credit lines to guarantee prepayment to publishers. The availability of equity and/or credit lines to cover debts incurred in fulfilling all obligations under this BOA shall be certified to the LC Contracting Officer prior to the award of the BOA and annually thereafter. An authorized certifying officer of the contractor must sign and date all financial or other certification documents.

The Contracting Officer may require the Vendor to provide additional documentation to ascertain the Vendor’s capability to perform the requirement of any RFQ.

L.2.4. License Agreements. Indicate which of the following options you prefer for your proprietary products: 1) not to require customers to sign a license at all; 2) to adopt the LC/FEDLINK model; 3) to incorporate some of the terms or language from the model into your standard license agreement; or, 4) to use your standard license agreement for federal customers. Provide copies of any license agreements you propose to use for FEDLINK customers. Describe how your license(s) will meet the needs of FEDLINK customers as discussed in Section C.4.1.10. For areas where your license(s) differ from the LC/FEDLINK model license, explain why the language of the model is unacceptable and describe how the terms you propose instead will meet the needs of FEDLINK customers.

L.2.5. 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.

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L.2.6. 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 Serial Subscription Services being offered. You may submit standard commercial materials to describe your products/services, and supplement them as necessary by narrative specific to the SOW. Cross references from your narrative response to your commercial materials will assist the evaluators. Products or services, or terms and conditions in your commercial materials that are out of scope of this RFP or that conflict with any of the provisions herein will not be considered part of your proposal and will not become part of the BOA resulting from this RFP. The proposal shall demonstrate:

L.3.1.1. Comprehensiveness of technical approach. The offeror’s proposal must include an adequate description and justification for the overall methodology that the offeror would employ in conducting the services in the Statement of Work 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.3.1.3. Past performance. 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 (last five years) in managing subscription services, addressing both clients and publishers. The offeror shall provide a list of (a) all government contracts exceeding \$100,000, (b) the number of non-government accounts over \$100,000, and (c) selected current contracts under \$100,000; with points of contact and phone numbers for at least 5 (five) customers from each category (a-c) to serve as references. The offeror shall also provide a similar reference list for the 4 (four) publishers providing the largest dollar volume of subscriptions, plus 3 (three) association publishers. The Vendor shall provide evidence of successful experience as a serial subscription vendor for the minimum of 5 years.

L.3.1.4. 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.

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

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

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

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

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

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L.3.1.4.1 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.

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

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

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

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

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

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

L.3.1.4.3 Facilities. The proposal shall demonstrate that your company has the facilities required to provide adequate support for the services proposed.

L.3.1.5. Sample Materials. The offeror shall provide samples of all required materials and reports and include all pertinent information required by the government.

(a) **Technical Samples.** The Offeror shall provide a copy of its commercial pricelist, catalog or other listing of services which the vendor can provide.

(b) **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.

(c) **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.3.2. 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

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or 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
52.215-1	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 a Basic Ordering Agreement 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: Janice A. Aiken, Contract Specialist
101 Independence Avenue, SE, John Adams Bldg., Room LA-318
Washington, DC 20540-9414
Fax #: 202-707-0405, Email: jaik@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 2 copies, via overnight express mail or hand carried. 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.)

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: Janice A. Aiken, Contract Specialist
Proposal to RFP#LCFDL10R4000 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 made to offerors whose combination of technical and price proposals represents the best value to the Government and is most advantageous, price and other factors considered. Please see Section H.2 – Financial capability to prepay publishers. The technical factors are weighed more heavily than cost. However, the degree of importance of cost become greater depending upon the similarity of services offered in the technical responses.
- M.1.2.** The Library of Congress also reserves the right to reject any or all proposals received and/or request for clarification or proposal revision. The Library reserves the right to determine a competitive range for negotiation based upon the technical and cost acceptability 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 ranking of all proposals. A merger of the two evaluations, cost and technical, will then be conducted to select the optimum proposal or proposals on which further negotiations will be conducted.
- M.1.4.** Price evaluation will include an analysis of the prices (inclusive of the option year pricing) to perform the required work.
- M.1.5.** Proposals that are unrealistic in terms of technical commitment or unreasonably low or high in 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 proposals. Evaluation factors for award are listed below in descending order of importance:

M.2. EVALUATION FACTORS

M.2.1. Technical Factors

- (a) Comprehensive of 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 and Section L.3.
- (b) Understanding.** The offeror must understand the requirements and problems associated with the operation of serial subscription services 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 as specifically outlined in Section L.3.
- (c) Past Performance.** 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. The offeror shall provide evidence of successful recent experience (within the last five years) in managing Serial Subscription Services as specifically outlined in Section L.3.
- (d) Management.** The offeror's response must indicate evidence that their firm employs sufficient personnel capable of handling all phases of service as required by Section C - Statement of Work and as specifically outlined in Section L.3.
- (e) Sample Reports and Invoices.** The offeror shall provide samples of all required reports and include all pertinent information required by the government as specifically outlined in Section L.3.

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

(a) **Price/Cost Reasonableness.** The Government may reject an offer if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

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)