

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER F2XHE10343A001		PAGE 1 OF 84				
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER FA3300-11-R-0012		6. SOLICITATION ISSUE DATE 11-Feb-2011		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ROSE Z. JORDAN				b. TELEPHONE NUMBER (No Collect Calls) 334-953-6776		8. OFFER DUE DATE/LOCAL TIME 04:00 PM 01 Mar 2011		
9. ISSUED BY 42 CONS SQD ATTN: LGCA-1 50 LEMAY PLAZA SOUTH BLDG 804 MAXWELL AFB AL 36112-5948 TEL: FAX: 334-953-3543			CODE FA3300		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 500 NAICS: 424920			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS
15. DELIVER TO AU LIBRARY [BOOK ACQUISITION] AU LIBRARY [BOOK ACQUISITIONS] 600 CHENNAULT CIRCLE BLDG 1405 ROOM 160 MAXWELL AFB AL 36112-6334 TEL: 334-953-7691/2504 FAX:			CODE F2XHE1		16. ADMINISTERED BY CODE					
17a. CONTRACTOR/OFFEROR TEL. FACILITY CODE			CODE		18a. PAYMENT WILL BE MADE BY CODE			CODE		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		
SEE SCHEDULE										
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)				
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED										
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED										
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER			31c. DATE SIGNED			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:					

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Each		

Serials Procurement 1 Apr 11 - 30 Sep 11

FFP

Base Period: Serials procurement contract through FEDLINK using the direct pay option to purchase serials for the period 1 April 2011 - 30 September 2011; to include renewal options for additional years as detailed by the Library of Congress FEDLINK program, under existing BOA holder.

FOB: Destination

PURCHASE REQUEST NUMBER: F2XHE10343A001

SIGNAL CODE: A

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		1	Each		

OPTION Serials Procurement 1 Oct 11 - 30 Sep 12

FFP

Option Year One: Serials procurement contract through FEDLINK using the direct pay option to purchase serials for the period 1 October 2011 - 30 September 2012 as detailed by the Library of Congress FEDLINK program, under existing BOA holder.

FOB: Destination

SIGNAL CODE: A

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		1	Each		

OPTION Serials Procurement 1 Oct 12 - 30 Sep 13

FFP

Option Year Two: Serials procurement contract through FEDLINK using the direct pay option to purchase serials for the period 1 October 2012 - 30 September 2013 as detailed by the Library of Congress FEDLINK program, under existing BOA holder.

FOB: Destination

SIGNAL CODE: A

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		1	Each		

OPTION Serials Procurement 1 Oct 13 - 30 Sep 14

FFP

Option Year Three: Serials procurement contract through FEDLINK using the direct pay option to purchase serials for the period 1 October 2013 - 30 September 2014 as detailed by the Library of Congress FEDLINK program, under existing BOA holder.

FOB: Destination

SIGNAL CODE: A

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		1	Each		

OPTION Serials Procurement 1 Oct 14 - 30 Sep 15

FFP

Option Year Four: Serials procurement contract through FEDLINK using the direct pay option to purchase serials for the period 1 October 2014 - 30 September 2015 as detailed by the Library of Congress FEDLINK program, under existing BOA holder.

FOB: Destination

SIGNAL CODE: A

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government

3001	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-APR-2011 TO 30-SEP-2011	N/A	AU LIBRARY [BOOK ACQUISITION] AU LIBRARY [BOOK ACQUISITIONS] 600 CHENNAULT CIRCLE BLDG 1405 ROOM 160 MAXWELL AFB AL 36112-6334 334-953-7691/2504 FOB: Destination	F2XHE1
1001	POP 01-OCT-2011 TO 30-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2XHE1
2001	POP 01-OCT-2012 TO 30-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2XHE1
3001	POP 01-OCT-2013 TO 30-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2XHE1
4001	POP 01-OCT-2014 TO 30-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2XHE1

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	JUN 2010
52.213-2	Invoices	APR 1984
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 2011
52.219-9	Small Business Subcontracting Plan	JAN 2011
52.223-18	Contractor Policy to Ban Text Messaging While Driving	SEP 2010
52.232-18	Availability Of Funds	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.225-7021	Trade Agreements	NOV 2009
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2011)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub. L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

(7) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).

___ (8) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (9) [Reserved].

___ (10)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (11)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

X (12) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637 (d)(2) and (3)).

X (13)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (iv) Alternate III (JUL 2010) of 52.219-9.

___ (14) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

X (15) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (16)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (17) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (18) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (19) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

(20) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

(21) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

(22) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

(23) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

(24) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(25) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(26) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(27) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(28) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

___ (29) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (30) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (31) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

___ (32)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423) .

___ (ii) Alternate I (DEC 2007) of 52.223-16. .

X (33) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).

___ (34) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (35)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (36) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (37) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (38) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (39) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (40) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

___ (41) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(42) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

(43) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

(44) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

(45) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(46)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

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

(1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

____ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. 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. 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.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 calendar days; 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 54 months.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of provision)

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/these address(es):

<http://farsite.hill.af.mil/>

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2010)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (OCT 2010) (15 U.S.C. 637).

- (4) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (OCT 2010) (15 U.S.C. 637 note).
- (5) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).
- (6) ___ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).
- (7) ___ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).
- (8) 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).
- (9) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (10) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (DEC 2010) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (11) (i) 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (SEP 2008)
- (12) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (13) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(14)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (JUL 2009) of 252.225-7036.

(15) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(16) X 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(17) X 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(18) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(19) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(20) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(21) ___ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(22) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(23)___ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010) (Section 807 of Public Law 111-84).

(24)___ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(25)(i) X 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ___ Alternate I (MAR 2000) of 252.247-7023.

(iii) ___ Alternate II (MAR 2000) of 252.247-7023.

(iv) ___ Alternate III (MAY 2002) of 252.247-7023.

(26) ___ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(3) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(4) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(5) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

LIST OF ATTACHMENTS

Attachment 1: Statement of Requirements

Attachment 2: List of Serials Titles

Attachment 3: List of Titles with Wiley-Blackwell Publisher Package (License Agreement)

Attachment 4: Past Performance Questionnaire

ATTACHMENT 1

STATEMENT OF REQUIREMENTS

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.
- 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)

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. – Maxwell

The vendor will handle subscriptions for same day newspaper delivery service of major US, Regional, and local newspapers to MSFRIC as well as its branch library, the Senior NCO Academy Library at Maxwell AFB, Gunter Annex.

- 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.
 - 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.4.1.3.1. – Maxwell

Additional titles may be added or canceled throughout the year.

- 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
 - (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.4.1.4.1. – Maxwell

For each title that MSFRIC subscribes to, vendor's display must include the following features in addition to minimum requirements: full order details to include MSFRIC's purchase order number from its ILS, specific subscriber code and ship-to address; specific publisher terms (for example, is the title non-cancelable? is it also available as part of a membership?); hyperlinks to publisher websites and email addresses when available; to assist with claiming decisions, must provide information showing when volumes and issues were dispatched by the publisher to be able to compare to local receipts; must provide any claiming restrictions; must provide information about publisher delays and when the next issue is expected; must provide hyperlink to Library of Congress bibliographic record when available.

Vendor's system must allow MSFRIC to set up different levels of access and permissions for various staff members.

- 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 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.
- 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.4.1.6.1. – Maxwell

The Vendor's online claims service must also provide information showing volume and issue information for titles, and when specific volumes and issues were dispatched by the publisher so that MSFRIC can compare to local receipts. Follow-up of outstanding claims must be offered in paper format as well as an interactive online format.

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
- (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

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 later
- (13) Include an inflation factor either as a general statement of inflation or on individual titles on the quotation.

C.4.1.9.8. – Maxwell

Vendor must provide renewal lists at least twice yearly (January-December subscriptions, and July-June subscriptions). Accompanying such renewal lists will be information as to options available for multi-year renewals, including price for 2 year or 3 year renewals, extending to MSFRIC price breaks offered by publishers. This list must be provided in paper format as well as in electronic form, capable of being read in Excel.

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.4.2.5. 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.4.2.5. – Maxwell

The vendor must provide MSFRIC with web-based access to a storehouse of collected issues (an inventory of back issues), from which MSFRIC can obtain replacement of missing or damaged issues of MSFRIC titles (Attachment 2) when issues are unavailable or out-of stock from the publisher. This requires the vendor to maintain an inventory of such magazines.

- C.4.2.7. Integrated Library System (ILS) 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.4.2.7. – Maxwell

Vendor will have a method to update MSFRIC's current records in Voyager, version 6.5.4, to reflect the Vendor's title and account information, and other information unique to Vendor by exchanging data electronically system to system.

Vendor will provide subscription invoices as email attachments as well as via electronic means (EDI), compatible with Voyager, version 6.5.4, Acquisitions module. Vendor shall assist MSFRIC in preparation of MSFRIC's integrated library system, Voyager, version 6.5.4, to receive invoice loads from a new vendor.

- 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.4.2.8. – Maxwell

Price Analysis Report, covering a five-year period, sortable by subscriber code, country of publication, publisher, available electronically via Vendor's website, on demand or MSFRIC can generate as needed.
Summary of new titles, available electronically via Vendor's website, on demand or MSFRIC can generate as needed.

Summary of foreign publications ordered, available electronically via Vendor's website, on demand or MSFRIC can generate as needed.

Summary by title of Standing Orders, available electronically via Vendor's website, on demand or MSFRIC can generate as needed.

Titles with claiming restrictions, available electronically via Vendor's website, on demand or MSFRIC can generate as needed.

Titles for which online access comes as part of the subscription, as well as those for which online access is available (through the Vendor) for an additional charge.

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.4.3.1. – Maxwell

Vendor's website must include an order activation summary for electronic publications, including licensing, registration, and access information. Information should be readily available regarding format changes, publisher changes, Open Access changes, and package changes.

C.4.3.3. Support for Licenses - additional support for Member to negotiate and review Publisher license agreements.

C.4.3.3. – Maxwell

Vendor must be able to provide support for MSFRIC to negotiate and review publisher license agreements. MSFRIC is negotiating a license agreement with Wiley-Blackwell for a package of online titles.

C.4.3.5. Customized Access or File Groupings for Individual or Consortium Customers - additional support for access for Members with consortium arrangements.

C.4.3.5. - Maxwell

Vendor must be able to provide support for MSFRIC's consortium arrangements. MSFRIC is a member of the Network of Alabama Academic Libraries (NAAL).

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).

"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>

ATTACHMENT 2

Please see Excel document titled :*ATTACHMENT 2 List of Serials Titles*.

ATTACHMENT 3

Please see Excel document titled :*ATTACHMENT 3 List of Titles with Wiley-Blackwell Publisher Package – License Agreement*.

ATTACHMENT 4

A. GENERAL INFORMATION (TO BE COMPLETED BY OFFEROR):

Please correct any information below known to be inaccurate:

Contractor's Name: _____ Telephone Number: _____

Address: _____ Fax Number: _____
 _____ Point of Contact: _____

Project Title and Brief Description of Work: _____*

Contract Number Provided by Offeror: _____ Dollar Amount: _____*

Contract Period or Dates of Performance Provided by Offeror: _____*
 Contractor performed as the Prime Contractor Sub-Contractor Key Personnel.

** Note: If offeror holds or has held other contracts with your agency/organization in the last 3 years, please complete separate evaluation forms for those contracts as well.*

B. RESPONDENT INFORMATION:

Name of Respondent: _____ Title: _____

Address: _____ Telephone Number: _____
 _____ Fax Number: _____
 _____ Email Address: _____

C. MAIL, FAX OR E-MAIL THE COMPLETED SURVEY FORM TO:

42nd Contracting Squadron/LGCA Attn: Rose Jordan
 50 LeMay Plaza South, Bldg 804
 Maxwell AFB AL 36112-5948
FAX: (334) 9533543

E-MAIL: rose.jordan@maxwell.af.mil and sandra.turner@maxwell.af.mil

D.

PERFORMANCE INFORMATION: Choose the appropriate letter on the scale (E, G, S, M, U, and N) that most accurately describes the contractor’s performance or situation. **PLEASE PROVIDE A NARRATIVE EXPLANATION FOR ANY RATINGS OF M or U.**

E	G	S	M	U	N
Exceptional	Good	Satisfactory	Marginal	Unsatisfactory	Neutral
Performance meets contractual requirements with many	Performance meets contractual requirements with some exceeded to	Performance meets contractual requirements. The contractual	Performance does not meet some contractual	Performance does not meet most contractual	Performance was not observed or not applicable to

exceeded to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with no more than a few minor problems for which corrective actions taken by the contractor were highly effective.	the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with no more than some minor problems for which corrective actions taken by the contractor were effective.	performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor were satisfactory.	requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions or the contractor's proposed actions appear only marginally effective or were not fully implemented.	requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.	the current effort being reported against.
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CONTRACTOR'S NAME: _____ CONTRACT NUMBER: _____

Note: Include this information on each page of the questionnaire form to ensure there is no mix up in information among contracts surveyed for respective primes/subs, etc.

Place an "X" in the appropriate column using the definitions matrix above.

The contractor:		E	G	S	M	U	N
1.	How well did the Contractor meet requirements for basic subscription and order services, such as ordering new subscriptions, handling renewals and late renewals, obtaining back issues, transferring renewals, added copy subscriptions, special orders, membership titles?						
2.	How well did the Contractor manage placing subscriptions at any time during the year, providing multi-year subscriptions, and offering staggered ordering of multi-year subscriptions?						

	The contractor:	E	G	S	M	U	N
3.	How effectively did the Contractor provide renewal list title data in electronic format, and did the title list contain all data required by your agency? Of special interest would be experience with more than one renewal list, i.e., January-December subscriptions, and July-June subscriptions.						
4.	How effective was the Contractor's electronic vendor system in allowing for ordering, searching, claiming, and in providing bibliographic and publisher information about your agency's subscription titles?						
5.	How successfully did the Contractor's personal representative assigned to your agency work to resolve issues and answer questions, including support services offered during account transition and account claims resolution?						
6.	How effective was the Contractor in managing timely claims for missing, defective or mutilated issues?						
7.	How well did the Contractor's electronic claims service allow you to manage your claiming activities, including following up on outstanding claims?						
8.	Did the Contractor have web-based access to a storehouse of collected issues from which your agency could obtain replacement for missing or damaged issues of some subscription titles?						
9.	In regards to Voyager, version 6.5.4, did the Contractor's electronic interface work successfully with your system?						
10.	How successful was the Contractor in updating your Integrated Library System's records to reflect the Contractor's title and account information, and other information unique to the Contractor? (Of particular interest would be the Contractor's method of updating records, i.e., did the Contractor provide barcode-formatted information for entry into your Integrated Library System, or use another method?)						
11.	How effective was the Contractor's system in exchanging data electronically with your Integrated Library system, such as						

	The contractor:	E	G	S	M	U	N
	providing invoices via electronic means?						
12.	How well did the Contractor's selection of and format of available reports meet your agency's needs?						
13.	How well did the Contractor allow for interface with electronic publications, such as ordering, renewing, claiming, invoicing, providing bibliographic information, title-specific news such as changes in online access, order history, etc.?						
14.	How effective was contract start-up (phase-in) transition in achieving full contract performance on time and at a significant performance level?						
15.	How effective was the contractor in maintaining the overall project? Were there issues with obtaining periodicals during/ after completion?						
16.	How effective was the contractor's quality control process at minimizing Government (or other contracting organizations) oversight while ensuring satisfactory contract performance?						
17.	How well did the contractor respond to contract changes in terms of finalizing requirements definition, promptly providing pricing information and exacting the change?						
18.	Please identify the contractor's overall strengths and weaknesses.						
19.	What is your overall rating of the contractor's performance? Why?						
20.	Are you aware of any other contracted efforts performed by this contractor, which are similar in nature to this contract? If so, please identify contract/program and point of contact.						
21.	Is there anyone else we should send this questionnaire to? Please identify by name, organization, and phone number.						
22.	Do you have any additional comments to add to this questionnaire?						

The contractor:		E	G	S	M	U	N	
23.	Were there or have there been any cancellations or terminations of requirements due to inability to meet performance specification, delivery schedules, or cost predictions? If yes, describe in "remarks."						YES/NO	
24.	Would you award another contract to this contractor? If not, explain in "remarks."						YES/NO	
25.	Is the contractor rated in CPARS?						YES/NO	

CONTRACTOR'S NAME: _____ CONTRACT NUMBER _____

Remarks: _____

CLAUSES INCORPORATED BY REFERENCE

52.212-1 Instructions to Offerors--Commercial Items JUN 2008

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (OCT 2010)
 ALTERNATE I (APR 2002)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual

representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

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

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

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Inverted domestic corporation means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

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 size standards in this solicitation.

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

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

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

"Women-owned 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 its stock is owned by one or more women; or

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

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of 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) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs -----.

(Offeror to identify the applicable paragraphs at (c) through (n) of this provision that the offeror has completed for the purposes of this solicitation only, if any.)

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

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

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

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

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

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

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

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

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

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

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

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

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

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

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

50 or fewer \$1 million or less

51 - 100 \$1,000,001 - \$2 million

101 - 250 \$2,000,001 - \$3.5 million

251 - 500 \$3,500,001 - \$5 million

501 - 750 \$5,000,001 - \$10 million

751 - 1,000 \$10,000,001 - \$17 million

Over 1,000 Over \$17 million

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

(i) General. The offeror represents that either--

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

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

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

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

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal 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 () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

___Black American.

___Hispanic American.

___Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

(g)

(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii)) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (*Jan 2004*). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (*Jan 2004*). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

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

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [ballot] Have, [ballot] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are

included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b.)

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
•	•
•	•
•	•

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

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

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

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) () In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) () Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) (The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.)

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20

percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

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

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

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

(3) Taxpayer Identification Number (TIN).

TIN: -----.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

() Foreign government;

() International organization per 26 CFR 1.6049-4;

() Other -----.

(5) Common parent.

() Offeror is not owned or controlled by a common parent;

() Name and TIN of common parent:

Name -----.

TIN -----.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) Representation. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of provision)

252.225-7020 TRADE AGREEMENTS CERTIFICATE (JAN 2005)

(a) Definitions. Designated country end product, nondesignated country end product, qualifying country end product, and U.S.-made end product have the meanings given in the Trade Agreements clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless--

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Government's requirements; or

(iii) A national interest waiver has been granted.

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

(Line Item Number) (Country of Origin)

(End of provision)

ADDENDUM TO 52.212-1

ADDENDUM TO 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (Jun 2008)

This provision is incorporated by reference with the following addenda:

A. To assure timely and equitable evaluation of quotes, offerors must follow the instructions contained herein. Offerors are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or subfactors. Failure to meet a requirement may result in an offer being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. The response shall consist of three (3) separate parts; **Part I** - Technical Proposal, **Part II** -, Price Proposal and **Part III** - Past Performance Information.

B. The contracting officer has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offers, the contracting officer will review this determination and if, in the contracting officer's opinion, adequate price competition exists no additional cost information will be requested and certification under [FAR 15.406-2](#) will not be required. However, if at any time during this competition the contracting officer determines that adequate price competition no longer exists; offerors may be required to submit information to the extent necessary for the contracting officer to determine the reasonableness and affordability of the price.

C. Specific Instructions:

All proposal information shall be submitted to: 42d Contracting Squadron/LGCA-2, Attention: Rose Jordan, 50 LeMay Plaza South, Maxwell AFB AL 36112-6334. Potential offerors shall submit original and four (4) copies of this solicitation (SF 1449) signed by an authorized officer of the company in blocks 30a-30c. Electronic submission via e-mail and/or facsimile are authorized ONLY for proposal revisions, if necessary.

1. PART I – TECHNICAL PROPOSAL - *Limited to no more than 50 pages. Submit original plus four (4) copies.*

In each instance where Muir S. Fairchild Research Information Center (MSFRIC) has added clarifications to the basic requirements on the Statement of Requirements (Attachment 1), please respond in detail as to Vendor's capabilities to meet the clarified requirement. MSFRIC requires all services described in LOT ONE of the SOR. As a minimum offeror's technical proposal must address the following subfactors:

(a) Subfactor – Lot One, Basic Subscription Order and Renewal Services

Basic Services

The vendor shall provide a written plan as to how they will handle subscriptions for same day newspaper delivery service of major US, Regional, and local newspapers to MSFRIC as well as its branch library, the Senior NCO Academy Library at Maxwell AFB, Gunter Annex as required in SOR paragraph *C.4.1. - Maxwell*.

Electronic Vendor System

Vendor must provide a detail description of their Electronic Vendor System and demonstrate that all features required in SOR paragraph *C.4.1.4.1-Maxwell* are included. For each title that MSFRIC subscribes to, vendor's display must include the following features in addition to minimum requirements identified in SOR C.4.1.4.1: full order details to include MSFRIC's purchase order number from its ILS, specific subscriber code and ship-to address; specific publisher terms (for example, is the title non-cancelable? is it also available as part of a membership?); hyperlinks to publisher websites and email addresses when available; to assist with claiming decisions, must provide information showing when volumes and issues were dispatched by the publisher to be able to compare to local receipts; must provide any claiming restrictions; must provide information about publisher delays and when the next issue is expected; must provide hyperlink to Library of Congress bibliographic record when available. Vendor's system must allow MSFRIC to set up different levels of access and permissions for various staff members.

Electronic Claims

Vendor must provide a detailed description of their electronic claims process demonstrating that the process meets all requirements of the SOR, paragraph *C.4.1.6.1. – Maxwell*. The Vendor's online claims service must also provide information showing volume and issue information for titles, and when specific volumes and issues were dispatched by the publisher so that MSFRIC can compare to local receipts. Follow-up of outstanding claims must be offered in paper format as well as an interactive online format.

Annual Renewal List

Vendor must provide a written statement confirming that renewal lists will be provided at least twice yearly as specified in the SOR, paragraph *C.4.1.9.8. – Maxwell*. Vendor must provide renewal lists at least twice yearly (January-December subscriptions, and July-June subscriptions). Accompanying such renewal lists will be information as to options available for multi-year renewals, including price for 2 year or 3 year renewals, extending to MSFRIC price breaks offered by publishers. This list must be provided in paper format as well as in electronic form, capable of being read in Excel.

(b) Subfactor – Lot Two, Optional Services:

Missing Issues

Vendor must maintain a storehouse of collected issues to be able to obtain replacement of missing or damaged issues of MSFRIC titles (Attachment 2) when issues are unavailable or out-of stock from the publisher in accordance with Statement of Requirements paragraph C.4.2.5. - *Maxwell*. Provide (1) statistics on numbers of titles routinely in this inventory; (2) a list of titles routinely included in the inventory; (3) a narrative giving details of how Vendor's system works (i.e, if a title is in the inventory, does the online system give details as to the specific issues available, and permit online requesting of the issue(s) as well as confirmation of the order? This requires the vendor to maintain an inventory of such magazines. Vendor will provide statistics on numbers of titles routinely in this inventory, a list of titles routinely included in the inventory, and details on how the system works. (If a title is in the inventory, does the online system give details as to the specific issues available, and permit online requesting of the issue(s) as well as confirmation of the order?). The capability must be embedded within online order record information to search and order from the storehouse.

Integrated Library System Interface

Vendor must demonstrate ability to exchange data electronically with MSFRIC's integrated library system, Voyager, version 6.5.4 in accordance with Statement of Requirements paragraph C.4.2.7. - *Maxwell*. Vendor shall provide a detailed description of method that would be used to update MSFRIC's current records in Voyager, version 6.5.4, to reflect Vendor's title and account information and other information unique to Vendor. Describe data available and methods for exchanging data electronically system to system, files ready for use by the Voyager, version 6.5.4 system. (For example, could Vendor provide barcode-formatted Vendor ID and title number information for entry in Voyager, version 6.5.4? If not, describe proposed method.)

Additional Reports Required

Vendor must respond to each report described in Statement of Requirements paragraph C.4.2.8. – *Maxwell*, as to whether vendor can provide report as described. Provide samples of each report.

(c) Subfactor – Lot Three, Specialized Electronic Access Services***User Interface to Electronic Publications***

Vendor must provide a list of functions and capabilities available on their Electronic Vendor System specific to online publications in accordance with Statement of Requirements paragraph C.4.3.1. - *Maxwell*.

Support for Licenses

Vendor must provide a narrative describing ability to support MSFRIC negotiating and reviewing license agreements for Publisher packages in accordance with Statement of Requirements paragraph C.4.3.3. - *Maxwell*. The vendor's online system must be able to display the list of titles in the publisher's package as a group to facilitate renewals and invoicing issues.

Customized Access or File Groups for Individual or Consortium Customers

Vendor shall provide a narrative describing ability to support MSFRIC's consortium arrangements in accordance with Statement of Requirements paragraph C.4.3.5. - *Maxwell*. The vendor's online system must be able to display the list of titles in the consortium package as a group to facilitate renewals and invoicing issues.

(d) Subfactor – Small Business Participation

The offer shall provide a clear, detailed, logical and realistic subcontracting plan for the base contract period and all option years which demonstrates adequate participation by small firms in terms of value of the total acquisition and adequate complexity and variety of work for small firms to perform. The offeror shall include names of firms, realistic commitment documents with such firms and a description of the requirement to be performed by the firms to include an estimated value of each subcontract. The offer shall include historical records that show compliance with corporate and individual contract subcontracting plans. NOTE: A small business offeror will receive a rating of "Not Applicable" for this subfactor. Of the total amount the offeror plans to subcontract for this contract, minimum percentages shall be*

- 20 % to small business
- 5 % to Small Disadvantaged Business
- 5 % to Women-Owned Small Business
- 3 % to HUBZone Small Business
- 3 % to Serviced Disabled Veteran-Owned Small Business

*If no subcontracting opportunities exist, please provide written justification.

2. PART II – PRICE PROPOSAL - *Submit original and four (4) copies*

(a) Complete blocks 12, 17a, and 30a, b, and c of the [SF1449](#). In doing so, the offeror accedes to the contract terms and conditions as written in the SOLICITATION, with attachments. The SOLICITATION constitutes the model contract.

(b) Insert proposed unit and extended prices in SF 1449 Continuation Sheet (CLINs 0001, 1002, 2001, 3001 and 4001). The extended amount must equal the whole dollar unit price multiplied by the number of units. The proposal(s) must be submitted for a base period plus four (4) 1-year options. The total price for the base period and each option year, must be consistent with total price in SF1449 Continuation Sheet (CLINs 0001, 1001, 2001, 3001 and 4001).

(c) Representation and Certifications. Offerors shall complete and return Offeror Representations and Certifications- Commercial Items (52.212-3 Alt I, DFARS 252.212-7000 and DFARS252.225-7020). The completed Representations and Certifications shall be submitted with proposals.

(d) Acknowledgement of Solicitation Amendments. Offerors shall submit one (1) copy of any amendment to this solicitation (SF 30) signed by an authorized officer of the company in blocks 15a-15c. Acknowledgement of solicitation Amendments shall be submitted to the contracting office by the required due date and time.

3. PART III – PAST PERFORMANCE INFORMATION - *Limited to no more than 1 page per contract listed. Only references for relevant type contract desired. Submit original plus four (4) copies.*

(a) **Quality and Satisfaction Rating for Contracts Completed in the Past Three Years:** Provide any information currently available (letters, metrics, customer surveys, independent surveys, etc.) which demonstrates customer satisfaction with overall job performance and quality of completed product for same or similar type

contract. In addition, explain corrective actions taken in the past, if any, for substandard performance and any current performance problems such as cost overruns, extended performance periods, numerous warranty calls, etc.

(b) **Performance Surveys:** The government will evaluate the quality and extent of offeror's performance deemed relevant to the requirements of this RFP. The government will use information submitted by the offeror and other sources such as other Federal Government offices and commercial sources, to assess performance. Provide a list of all of the most relevant contracts performed for Federal agencies and commercial customers within the last three (3) years from the date of issuance of the solicitation, for the prime contractor and significant subcontractors. Relevant contracts include serials subscription services provided to academic libraries. The evaluation of past performance information will take into account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform significant aspects of the requirement when such information is relevant to the instant acquisition. Furnish the following information for each contract listed:

- (i) Company/Division name
- (ii) Product/Service
- (iii) Contracting Agency/Customer
- (iv) Contract Number
- (v) Contract Dollar Value
- (vi) Period of Performance
- (vii) Verified, up-to-date name, address, FAX & telephone number of the contracting officer
- (viii) Comments regarding compliance with contract terms and conditions
- (ix) Comments regarding any known performance deemed unacceptable to the customer, or not in accordance with the contract terms and conditions.

If a teaming arrangement is contemplated, provide complete information as to the arrangement, including any relevant and recent past performance information on previous teaming arrangements with same partner. If this is a first time joint effort, each party to the arrangement must provide a list of past and present relevant contracts.

(c) **Subcontractor Consent:** Past performance information pertaining to a subcontractor cannot be disclosed to the prime offeror without the subcontractor's consent. Provide with the proposal a letter from all subcontractors that will perform major or critical aspects of the requirement, consenting to the release of their past performance information to the prime contractor.

D. Documents submitted in response to this RFP must be fully responsive to and consistent with the following:

1. Requirements of the RFP (CLINs & PWS) and government standards and regulations pertaining to the PWS.
2. Evaluation Factors for Award in Addendum to 52.212-2 of this RFP.

3. Any limitation on the number of proposal pages. Pages exceeding the page limitations set forth in this Addendum to 52.212-1, Instructions to Offerors – Commercial Items will not be read or evaluated, and will be removed from the proposal.

4. **Format for proposal Parts II and III shall be as follows:**

- (a) The proposals will be 8 1/2” x 11” paper except for fold-outs used for charts, tables, or diagrams, which may not exceed 11” x 17”.
- (b) A page is defined as one face of a sheet of paper containing information.
- (c) Typing shall not be less than 12 pitch.
- (d) Elaborate formats, bindings or color presentations are not desired or required.

ADDENDUM TO 52.212-2

Addendum, to 52.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999)

BASIS FOR CONTRACT AWARD: This is a competitive best value source selection in which competing offerors' past performance history will be evaluated on a basis *significantly more important than* cost or price considerations. However, **cost/price will contribute substantially to the selection decision.**

By submission of its offer, the offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or subfactors.

The evaluation process shall proceed as follows:

- A. The Government will evaluate the **technical** proposals and assign ratings of Acceptable, Reasonably Susceptible of Being Made Acceptable, or Unacceptable.
 - (1). The offeror’s proposal shall, at a minimum, address each of the subfactors in (3) below, as they apply to the Statement of Requirements. Detailed instructions are included in the proposal preparation instructions section of this solicitation. During evaluation of each proposal, the Government will assign each subfactor a rating as shown in (2) below. A rating of unacceptable in one or more technical subfactors will constitute an overall rating of unacceptable for the technical evaluation.
 - (2) The ratings consist of:

RATING	DEFINITION
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Acceptable	Meets specified minimum performance or capability requirements necessary for acceptable contract performance.
Reasonably Susceptible of Being Made Acceptable	An approach which, as proposed, does not meet specified minimum performance/capability requirements necessary for performance due to error(s), omissions(s) or deficiency(ies) which, in the view of the Government, may be corrected through discussions without significant revision of the proposal.
Unacceptable	Does not meet specified minimum performance or capability requirements necessary for acceptable contract performance without a major rewrite or significant revision of the proposal.

(3) Description of Subfactors:

(a) **Subfactor: Lot One, Basic Subscription Order and Renewal Services.*****Basic Services***

Vendor's written plan will be evaluated on how they will retain a delivery person to handle subscriptions for same day newspaper delivery service to MSFRIC as well as its branch library, the Senior NCO Academy Library at Maxwell AFB, Gunter Annex.

Electronic Vendor System

Electronic Vendor System will be evaluated for completeness in conveying a detailed description and demonstrating that all features required in SOR paragraph *C.4.1.4.1-Maxwell* are included.

Electronic Claims

The Government will evaluate offeror's complete detailed description of their electronic claims process demonstrating that the process meets all requirements of the SOR, paragraph *C.4.1.6.1. – Maxwell*.

Annual Renewal List

Vendor will be determined unacceptable for failure to submit a written statement that renewal lists will be provided at least twice a year as specified in the SOR, paragraph *C.4.1.9.8. – Maxwell*.

(b) **Subfactor – Lot Two, Optional Services:*****Missing Issues***

The Government will evaluate the percentage of titles that meshes with MSFRIC's library subscription titles. The capability must be embedded within online order record information to search and order from the storehouse.

Integrated Library System Interface

The Government will evaluate offeror's complete Integrated Library System Interface and its ability to exchange data electronically with MSFRIC's integrated library system, Voyager, version 6.5.4 in accordance with Statement of Requirements paragraph *C.4.2.7. - Maxwell*.

Additional Reports Required

The Government will evaluate each report described in Statement of Requirements paragraph *C.4.2.8. - Maxwell*, as to whether vendor can provide report as described.

(c) Subfactor – Lot Three, Specialized Electronic Access Services

User Interface to Electronic Publications

The Government will evaluate offeror's complete list of functions and capabilities available on their Electronic Vendor System specific to online publications in accordance with Statement of Requirements paragraph *C.4.3.1. - Maxwell*.

Support for Licenses

The Government will evaluate offeror's ability to support MSFRIC negotiating and reviewing license agreements for Publisher packages in accordance with Statement of Requirements paragraph *C.4.3.3. - Maxwell*. The vendor's online system must be able to display the list of titles in the publisher's package as a group to facilitate renewals and invoicing issues.

Customized Access or File Groups for Individual or Consortium Customers

The Government will evaluate offeror's ability to support MSFRIC's consortium arrangements in accordance with Statement of Requirements paragraph *C.4.3.5. - Maxwell*. The vendor's online system must be able to display the list of titles in the consortium package as a group to facilitate renewals and invoicing issues.

(d) Subfactor – Small Business Participation

The subcontracting plan must contain all of the elements required by FAR 19.704(a). An acceptable plan must, in the determination of the Contracting Officer, provide the maximum practicable opportunity for small business concerns and small business concerns owned and controlled by socially and economically disadvantaged persons to participate in the performance of the contract.

Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of a subsequent contract.

If a subcontracting plan acceptable to the Contracting Officer is not negotiated within the time limits prescribed by the contracting activity and such failure arises out of cause within the control and with the fault or negligence of the offeror, the offeror shall be ineligible for an award. The Contracting Officer shall notify the contractor in writing of the reasons for determining a subcontracting plan unacceptable early enough in the negotiation process to allow the contractor to modify the plan within the time limits prescribed.

*If all offerors provide an acceptable justification that no subcontracting possibilities exists, this evaluation subfactor will be determined “no applicable.”

B. The Government will evaluate the **price** proposals, and any other relevant proposal data submitted, to determine if proposed prices are reasonable and balanced based on the offeror (s) proposed technical solution.

Price will contribute substantially to the source selection decision, and the source selection will be conducted with the expectation of adequate price competition per FAR 15.403-1(c)(1), therefore, cost or pricing data are not required. However, the offeror may be required to submit information to the extent necessary for the Contracting Officer to determine price reasonableness.

- (1). **TOTAL EVALUATED PRICE:** For the purposes of the initial price evaluation, the offeror shall submit a completed SF1449 continuation sheet only as required under addendum to FAR 52.212-1. Any other information provided by the offeror will not be considered or evaluated. All proposals will be evaluated for reasonableness. A Total Evaluated Price (TEP) will be presented to the Source Selection Authority (SSA) for award decision purposes. The offeror’s TEP will be the sum of all firm-fixed price Contract Line Item Numbers (CLINs) for the base period and all option years (CLINS 0001, 1001, 2001, 3001 and 4001). The Government may use any of the following price analysis techniques IAW FAR 15.404-1(b): comparison of proposed prices received, comparison of previously proposed prices and previous Government and commercial prices, use of parametric estimating/rough yardsticks, comparison with competitive published price list or market prices, comparison with independent Government cost estimates, comparison with market research, and analysis of pricing information provided by the offeror. If the price analysis techniques are insufficient to make a determination of price reasonableness, the contracting officer may request information other than cost or pricing data in order to make a determination of price reasonableness.
- (2). To the extent necessary, the Contracting Officer may use other proposal analysis techniques, such as technical analysis and cost analysis to determine price reasonableness. In addition, proposed unit prices will be evaluated for unbalanced pricing (FAR 15.404-1(g)). Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items or sub-line items appear to be significantly overstated or understated as indicated by the application of price analysis techniques. An offeror’s proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government. Evaluation of the option years will not obligate the Government to exercise the options. Also a contract will not be awarded to an offeror whose price is not determined reasonable.

C. The Government will evaluate **past performance** to assess how well the offeror performed work relevant to the type of effort and type of requirement described in the solicitation as an indicator of an offeror’s ability to perform the contract successfully. The Government will use the following procedures in evaluating past performance:

- (1) The Government will accomplish the past performance evaluation, assigning a performance confidence assessment rating to the offeror’s proposal based on performance ratings of recent and relevant efforts.
- (2) The Government will seek relevant performance information from: (i) past and present efforts provided by the offeror and (ii) data independently obtained from other Government and commercial

sources. The past performance evaluation will take into account past performance information regarding predecessor companies, key personnel, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition. The past performance evaluation may also consider the past performance of affiliated companies or operating divisions within the parent company or joint ventures of the parent company when it is reasonable to attribute the experience of these past efforts to the proposed effort and when the proposal clearly demonstrates the resources (e.g. financial resources, overall oversight and management or other resources) of the parent or affiliated division will meaningfully affect performance of the instant acquisition. The past performance of teaming partners or subcontractors who are proposed to perform less than 20% of the work &/or are not proposed to perform critical aspects will not be evaluated.

(a) Recency is defined as performance occurring within the last three (3) years of the date of this solicitation.

(b) Relevant contracts include performance of efforts involving requirements that are similar or greater in scope, magnitude, and complexity than the effort described in this solicitation. Relevancy will be assigned ratings of Very Relevant, Relevant, Somewhat Relevant, and Not Relevant. The Government will give greater consideration to performance on those contracts deemed more relevant to the effort described in this RFP. In determining relevancy for individual contracts, consideration will be given to the effort, or portion of the effort, being proposed by the offeror, teaming partner, or subcontractor.

The following table provides relevancy definitions that will be used:

RELEVANCY DEFINITIONS

RATING	DEFINITION
Very Relevant	Present/past performance effort involved essentially the same magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved much of the magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort did not involve any of the magnitude of effort and complexities this solicitation requires.

(c) Performance information may be obtained from the references on each project submitted. The Government may also obtain performance data from other sources.

- (i) In addition to evaluating the extent to which the offeror’s performance meets basic FEDLINK BOA SOW and technical requirements, the assessment will consider things such as the offeror’s history of forecasting and controlling costs (if applicable,) adhering to schedules, (including the administrative aspects of performance), reasonable and cooperative behavior and commitment to customer satisfaction.
- (ii) Where a relevant performance record indicates performance problems, the Government will consider the number and severity of the problems and the appropriateness and effectiveness of any corrective actions taken (not just planned or promised). The Government may review more recent projects or performance evaluations to ensure corrective actions have been implemented and evaluate their effectiveness.
- (iii) The following performance definitions will be used in the assessment of performance.

PERFORMANCE DEFINITIONS

PERFORMANCE RATING	DEFINITION
Exceptional	Performance meets contractual requirements and exceeds many requirements to the Government’s benefit. The contractual performance of the element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
Very Good	Performance meets contractual requirements and exceeds some requirements to the Government’s benefit. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
Satisfactory	Performance meets contractual requirements. The contractual performance of the element being assessed contained some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
Marginal	Performance does not meet some contractual requirements. The contractual performance of the element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions or the contractor’s actions appear only marginally effective or were not fully implemented.
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element being assessed contains serious problem(s) for which the contractor’s corrective actions appear or were ineffective.
Not Applicable	Unable to provide a score. Performance in this area is not applicable to the effort assessed.

(3) The Government will integrate the recency, relevancy and performance on all the efforts evaluated for the offeror; the integration will result in a performance confidence assessment of Substantial Confidence, Satisfactory Confidence, Limited Confidence, No Confidence, or Unknown Confidence as defined below for the offeror. Offerors with no relevant past or present performance history or whose performance record is so limited that no confidence assessment rating can be reasonably assigned shall receive the rating of “Unknown Confidence”, meaning the rating is treated neither favorably nor unfavorably.

PERFORMANCE CONFIDENCE ASSESSMENT DEFINITIONS

Rating	Definition
Substantial Confidence	Based on the offeror’s performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror’s performance record, the Government has an expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror’s performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror’s performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.
Unknown Confidence	No performance record is identifiable or the offeror’s performance record is so sparse that no confidence assessment rating can be reasonably assigned.

D. After initial evaluation of each offeror’s technical and price proposals, and assessment of each offeror’s past performance, if the lowest reasonably priced technically acceptable offer (by TEP) is determined responsible in accordance with FAR 9.104, and has a Substantial Confidence performance confidence assessment rating, award will be made to that offeror without entering into discussions as this represents the best value to the Government.

E. If the lowest reasonably priced offer (by TEP) does not have a Substantial Confidence performance confidence assessment rating, the next lowest reasonably priced, technically acceptable, and responsible offeror will be considered and the process will continue (in order by TEP) until the Government reaches an offer with a Substantial Confidence performance confidence assessment rating or until all offers are considered, whichever occurs first. The Source Selection Authority will then make an integrated assessment best value award decision unless it is in the Government’s best interest to conduct discussions.

F. The Government intends to award a contract without discussions with respective offerors. Offerors shall submit sufficient information and in the format specified in Proposal Preparation Instructions. Offeror’s may be asked to clarify certain aspects of their proposal (*e.g.*, the relevance of past performance information) or respond to adverse past performance information to which the offeror has not previously had an opportunity to respond. Adverse past performance is defined as past performance information that supports a less than satisfactory rating on any evaluation element or any unfavorable comments received from sources without a formal rating system. Exchanges conducted with regard to adverse past performance or to resolve minor or clerical errors will not constitute

discussions, and the contracting officer reserves the right to award a contract without the opportunity for proposal revision.

G. However, the Government reserves the right to conduct discussions if deemed in its best interest. If the Government elects to hold discussions, a competitive range will be established based on FAR 15.306(c) procedures and this solicitation. The Government reserves the right to further limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. If the contracting officer determines that an offeror's proposal should no longer be included in the competitive range, the proposal will be eliminated from consideration for award. Written notice of this decision shall be provided to unsuccessful offerors in accordance with FAR 15.503. Offerors excluded or otherwise eliminated from the competitive range may request a debriefing in accordance with FAR 15.505 or 15.506.

H. After conclusion of discussions and receipt of final proposal revisions, the Government will rank all offers by TEP. If the lowest reasonably priced technically acceptable offer (by TEP), is determined responsible in accordance with FAR 9.104, and has a Substantial Confidence performance confidence assessment rating, award will be made to that offeror as this represents the best value to the Government. If the lowest reasonably priced offer (by TEP) does not have a Substantial Confidence performance confidence assessment rating, the next lowest reasonably priced, technically acceptable, and responsible offeror will be considered, and the process will continue (in order by TEP) until the Government reaches an offer with a Substantial Confidence performance confidence assessment rating or until all offers are considered, whichever occurs first. The Source Selection Authority will then make an integrated assessment best value award decision.

(end of provision)

OMBUDSMAN

5352.201-9101

OMBUDSMAN

(APR 2010)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to

the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, concerned parties may contact the Center/MAJCOM or AFISRA ombudsmen, [Primary: Mr. Jones/ Alternate: Mr. Smith, 1 F Street, Suite 1 Randolph AFB TX 78150-4324]. Concerns, issues, disagreements, and recommendations that cannot be resolved at the MAJCOM/DRU or ARISRA level, may be brought by the concerned party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (703) 588-7004, facsimile number (703) 588-1067.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

(End of clause)

NOTE 1

REQUIRED POSTERS

Please utilize the following website to access and download as appropriate EEO posters, Service Contract posters, and disability posters required in accordance with 52.222-26, 52.222-41, and 52.222-36 respectively.

<http://www.dol.gov/osbp/sbrefa/poster/main.htm>

NOTE 2

WAWF-ELECTRONIC SUBMISSION OF INVOICE

Reference DFAR Clause 252.232-7003 "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS."

Invoices shall be submitted and accepted using Wide Area Workflow (WAWF) web-based system at <https://wawf.eb.mil>. For information on WAWF including web-based training, visit the web-site and click on “About WAWF”. The web-site also contains detailed instructions for setting up your computer to achieve the best results with the system. If you have additional questions contact the WAWF-RA Customer Helpdesk at **(866) 618-5988, Option 2**

The following information codes will be required to submit your invoices correctly through WAWF:

SELECT TYPE OF INVOICE:

Contract Specialist/Administrator select only one (1) of the following:

Invoice and Receiving Report (Combo)

- (Creates two documents, an Invoice and a Receiving Report, within one data entry session (Combo). Creating both documents at the same time, rather than separately, is recommended.*

Construction Invoice

- (Creates a Construction Payment Invoice from a contract for construction. Both an Inspector and a Contracting Officer must review and accept).*

Contract Number: Block 2 of the SF1449 Form *(If this is a GSA Delivery Order award, enter the GSA NUMBER)*

Delivery Order: Block 4 of (Order Number) of SF1449 No Dashes – *(if applicable)*

Pay DoDAAC: Block 16a (Payment will be made by) of SF1449 – *Pay DoDAAC code is used to route documents to the Defense Finance Accounting office responsible for payment.*

The accounts payable mailing address can be located in Block 18a of SF1449. You can easily access payment information using the DFAS web site at <http://www.dod.mil/dfas>. Your contract/purchase order number or invoice will be required to inquire status of your payment.

Issue by DoDAAC: Block 9 (Issued by) of SF1449. *Contracting office that issued your contract – WAWF uses the code to route the document to the base.*

Admin DoDAAC: Block 16 (Administered by) of SF1449)

Ship-To Code: Block 15 (Deliver To) of SF1449 – *This is a crucial piece of information. It will be different for almost every contract issued.*

Ship-From Code: Not a required field for Air Force contracts.

Inspected by DoDAAC: Block 15 (Deliver to) of SF1449 - *If an inspection is called for in the document, then you must provide the DoDAAC/Ext this code identifies the inspector.*

Service Acceptor: Block 15 (Deliver to) of SF1449 – *It is used to route documents to receiving service acceptor in WAWF.*

LPO DoDAAC/Ext: Not a required field for Air Force contracts.

ADDITIONAL E-MAIL NOTIFICATIONS: The **VENDOR** and the **DFAS Office** will automatically receive a notice; after clicking SUBMIT WAWF will prompt for additional email submissions. The following E-Mail addresses **MUST** be input in order to prevent delays in processing:

Receiver/Acceptor: martha.mccrory@maxwell.af.mil

Contract Specialist: rose.jordan@maxwell.af.mil

Contracting Officer: sandra.turner@maxwell.af.mil

In addition to the requirement of this local clause, the *Contractor* shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of Clause)