

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30			1. REQUISITION NUMBER S20220069	PAGE 1 OF 66
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER LCFDL22R0009	6. SOLICITATION ISSUE DATE 07/08/2022
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Marvin Ross		b. TELEPHONE NUMBER (No collect calls) mross@loc.gov	8. OFFER DUE DATE / LOCAL TIME 08/08/2022 08:00 ET

9. ISSUED BY FEDLINK Contracts Library of Congress 101 Independence Ave SE LA 215 Washington, DC 20540-9411	CODE 9414-FDL	10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR
		<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS:
		<input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB
		<input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 %	13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING
		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	

15. DELIVER TO LC, Federal Library and Information Ctr Comm FEDLINK Network Operations LA 215 INTERNAL MAIL 4935 Washington, DC 20540	CODE FLCV-FDL	16. ADMINISTERED BY FEDLINK Contracts Library of Congress 101 Independence Ave SE LA 215 Washington, DC 20540-9411	CODE 9414-FDL
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17a. CONTRACTOR/OFFEROR CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Submit Invoices through https://www.ipp.gov Submit Invoices through https://www.ipp.gov Washington, DC 20540	CODE 9414-FDL
Telephone No.		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
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See Lines

25. ACCOUNTING AND APPROPRIATION DATA See Line Item Detail	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 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" 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	

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT) Marvin Ross	31c. DATE SIGNED

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PREVIOUS EDITION IS NOT USABLE

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

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
------------------------------------------------------------------------------------	--------------------	---------------------------------	------------------------------------------------------------------------------------------------------------------	------------------

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>)

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Section B - Supplies or Services and Prices/Costs

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0001	Base Period for FEDLINK Serials Other PSC:	1.000000	EA		
Period of Performance: 10/01/2022 - 09/30/2023					
Reference Line: S20220069 - 0001					
Pricing Options: Indicator: Base					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0002	Option Period One (1) for FEDLINK Serials Other PSC:	1.000000	EA		
Period of Performance: 10/01/2023 - 09/30/2024					
Reference Line: S20220069 - 0001					
Pricing Options: Indicator: Option Option Period: 1					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0003	Option Period two (2) for FEDLINK Serials Other PSC:	1.000000	EA		
Period of Performance: 10/01/2024 - 09/30/2025					
Reference Line: S20220069 - 0001					
Pricing Options: Indicator: Option Option Period: 2					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0004	Option Period three (3) for FEDLINK Serials Other PSC:	1.000000	EA		

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
Period of Performance: 10/01/2025 - 09/30/2026					
Reference Line: S20220069 - 0001					
Pricing Options: Indicator: Option Option Period: 3					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0005	Option Period four (4) for FEDLINK Serials Other PSC:	1.000000	EA		
Period of Performance: 10/01/2026 - 09/30/2027					
Reference Line: S20220069 - 0001					
Pricing Options: Indicator: Option Option Period: 4					

B Supplies or Services and Prices

B.1. SCHEDULE OF SUPPLIES/SERVICES

This solicitation will result in multiple indefinite delivery, indefinite quantity (IDIQ) contracts. The guaranteed minimum for resulting IDIQ contracts will be \$3,000. The maximum cumulative amount of orders issued against each contract will be \$80 million.

Contract period will be for one twelve-month base period with four twelve month option periods . The Government reserves the right to reopen competition to new potential contractors annually.

Orders placed against this IDIQ contract will use the procedures outlined in the Federal Acquisition Regulation (FAR), and are considered to be issued under full and open competition. Ordering offices do not need to synopsize the requirements or make a separate determination of fair and reasonable pricing. By placing an order against this contract, the ordering office has concluded that the order represents the best value and results in the lowest cost alternative to meet the government’s needs. The terms and conditions of this IDIQ contract will be incorporated in any resulting order.

Vendors are required to propose pricing using one or more of the following methods: (1) Publisher’s List Price minus a guaranteed discount or plus a maximum fee expressed as a percentage of the Publisher’s List Price; (2) Fixed price; and (3) Publisher’s List Price plus flat fee per title. Attachment J-3 Pricing Sheet for descriptions of supplies/services required under this solicitation. Fixed prices or flat fees can only be increased during the option years, and must be presented in the contractor’s response to this solicitation. Maximum fee cannot be increased, and guaranteed discounts cannot be decreased during the option years.

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

To support Customer agencies’ procurement decisions, the Contractor shall clearly state whether its products and services are compliant with Section 508 of the Rehabilitation Act.

Section C - Descriptions/Specifications/Statement of Work

C Descriptions and Specifications

C.1. OVERVIEW OF THE FEDLINK PROGRAM

The FEDLINK PROGRAM. The Federal Library and Information Network (FEDLINK), a division of the Library of Congress, is an organization of federal agencies working together to achieve optimum use of the resources and facilities of federal libraries and information centers by promoting common services, coordinating and sharing available resources, and providing continuing professional education for federal library and information staff. FEDLINK serves as a forum for discussion of the policies, programs, procedures and technologies that affect federal libraries and the information services FEDLINK's members provide to their agencies, to the Congress, the federal courts and the American people. Since 1965, FEDLINK has served as a forum for discussion of the policies, programs, procedures and technologies that affect federal libraries and the information services they provide to all branches of the federal government and the American people.

FEDLINK combines 35 years of experience in purchasing and managing library and information services with the buying power of a consortium of federal agencies. FEDLINK streamlines procurement for commercial information services and products for federal agencies in all three branches of government, tribal governments, and the District of Columbia. FEDLINK offers simplified acquisition of commercial information services and products, negotiated discounts, and volume pricing, and eliminates the high cost of duplicating contracting cycles and the cost associated with individual orders.

Statutory Authority for the Program FEDLINK is a 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).

Eligibility to Use Library of Congress/FEDLINK (LC/FEDLINK) Contracts. LC/FEDLINK Contracts are available to other federal agencies, tribal governments, the District of Columbia, and organizations authorized to use federal sources of supply. Accordingly, LC/FEDLINK services are available to any library, information center, or other activity (such as offices of general counsel, procurement units, information resource management departments, laboratories, etc.) within the executive, legislative, or judicial branches of the United States federal government, including activities within all branches of the U.S. armed forces. In addition, for any entity authorized to use government supply sources by 48 C.F.R. § 51 and FAR 51.102, the agency's administrator or another authorized federal official must contact FEDLINK specifying that the organization's status allows use of FEDLINK. Although LC/FEDLINK contracts meet the standards demanded by librarians and other information professionals, 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 "customers" of FEDLINK's assisted acquisition services. They are also referred to as "customers" and "customer agencies."

LC/FEDLINK Contracts. LC/FEDLINK contractual agreements are established through formal procurement processes that meet the requirements of the 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.

FEDLINK Services. FEDLINK also provides fiscal support to members of the consortium. When establishing an Inter-Agency Agreement (IAA) with FEDLINK, the member agency may choose to pay FEDLINK to enter into one or more contracts on the member agency's behalf. Under this "transfer pay" option, the contractor enters into a contract with LC/FEDLINK, provides goods and/or services to a FEDLINK member agency, and sends invoices via the United States Department of the Treasury's Invoice Payment Platform (IPP). The FEDLINK Fiscal Operations (FFO) staff reviews and approves the invoices via IPP who will pay the contractor electronically. FEDLINK will subsequently send the customer 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.

Qualifying Contractors. Contractors who qualify as FEDLINK vendors 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 FEDLINK membership.

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.4.

C.2. SCOPE OF WORK

This solicitation is for the acquisition of (1) subscription services for serial publications of all types and in all media, including but not limited to traditional print materials that may be added to the physical holdings of a library or other institution, as well as electronic content hosted remotely by a publisher and (2) related support and electronic access services. The term “serial” is defined in C.4. 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 published in print and other formats, and for related services. Products and services purchased under this solicitation shall only be for official Government use.

C.3 REQUIREMENTS

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 Order and Renewal Service.

Lot 2 # Optional Support Services.

Lot 3 # Optional Specialized Electronic Access Services.

C.3.1. LOT ONE # BASIC SUBSCRIPTION ORDER AND RENEWAL SERVICES.

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 below:

- Ordering and renewing subscriptions;
- Serving as a fiscal agent with publishers, including making timely prepayments and processing refunds;
- Facilitating timely access to, and claiming delivery of ordered subscriptions, both print and electronic;
- Providing reports and other administrative support for serials management.

C.3.1.1. Ordering and Renewing Subscriptions

1. 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:

- New Subscriptions for both print and electronic.
- Renewals for both print and electronic.
- Late Renewals for both print and electronic.
- Back Issues.
- Transfer Renewals.
- Added Copy Subscriptions.
- Special Orders.
- Memberships.
- Claiming.

2. 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 of serials titles and provide database system training and/or documentation at no cost to the library.

1. Subscription Periods.

a. **Establish Subscription Period.** The Vendor is required to place subscriptions at any time during the year unless prohibited by the publisher. If a Customer requests common expiration dates for subscriptions, the Vendor will assist in prorating the price if allowed by the publisher.

b. **Servicing the Subscription.** The Vendor shall provide administrative services for each subscription until three months after the subscription's expiration (i.e. the publication of the last issue covered by that subscription period).

2. Renewal Orders in Option Periods.

Unless otherwise agreed to in writing between the Vendor and Contracting Officer, within 120 days prior to subscription expirations or a mutually agreed upon date, the Vendor will provide the Customer (and contracting officer if requested) a complete list of previously ordered subscriptions, including any additional parts or titles that are now a part of the original ordered subscription including new additions to publisher package subscriptions. List shall accurately match the most recent order modification, with reasons noted for any resources that can no longer be provided.

The Customer (or contracting officer) may make changes to the list. Changes 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.

The Vendor is not authorized to place the orders/renewals until it receives a task order from a Contracting Officer.

3. Order Placement.

The Vendor shall place its orders with publishers for all new and renewal orders issued against its FEDLINK IDIQ contract within five working days after receipt of Task Order. 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. FEDLINK reserves the right to request proof of newly negotiated agreements during the term of this contract.

Ongoing Subscription Services. In addition to renewal listings, subscription services encompass items ordered throughout the year.

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. Vendors shall not charge for any materials that are available for free/open access.

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 and contracting officer immediately. Once the customer has agreed to any necessary modifications, vendor will submit a revised quote to the Customer and FEDLINK that notes the specific change(s) and price adjustment(s) within five business days.

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.

Rush Orders. When the Customer has a need for a rush order, the Customer will notify the CO, who will issue the order to the Vendor by telephone, email or fax requesting a rush order; the Vendor shall submit the order to the publisher along with payment within 24 hours.

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

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. Any order for serials that include previously issued titles will be treated as back issues.

4. Cataloging.

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:

- Titles
- ISSN
- Cost
- Frequency
- Enumeration
- Title changes, with cross references
- Documented constraints

Publisher's Prices. The Vendor shall supply on demand publisher's invoices or other documentation acceptable to the Customer and Contracting Officer (CO) to verify subscription costs charged to the Government. The Vendor shall automatically notify Customers and the CO of any serial title price increase of 10% or more.

Best Price Available to the Government. Government customers may be eligible for certain discounts offered by the publishers. If so, the Vendor must use these discounts to pass additional savings to the customer. The Vendor must provide the Customer with the lowest available price.

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

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 FEDLINK, immediate access to these records on demand. FEDLINK (or its delegate) reserves the right to audit the transaction records.

5. Addresses

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.

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

C.3.1.2. Serving as Fiscal Agent

Payment to Publishers. The Vendor shall pay publishers for all regular subscription orders 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 FEDLINK or the customer agency prior to filling an order. FEDLINK retains the right to require detailed information about the content of such arrangements.

Adjustments. The Vendor is responsible for anticipating and paying publishers for unforeseen contingencies such as currency fluctuations and additional volumes.

Account Management. The Vendor shall provide support to the customer agency in tracking outstanding serials subscriptions and related services and the funds designated for those subscriptions/services. The Customer or a contracting officer may request a report of outstanding subscriptions/services. A contracting officer may instruct the Vendor to cancel outstanding subscriptions, publisher The Vendor shall be responsible for ensuring that all orders are completed and invoices issued within 30 to 45 days of the date that the new or renewal order is placed. The Vendor shall provide these services for all customers. The Vendor shall report foreign and domestic pricing trends at least annually. At the request of a Customer or contracting officer, the Vendor shall provide renewal lists that indicate expected inflation and price increase estimates for the agency's renewal list.

Prices In Excess of the Task Order. The Vendor is not authorized to provide services that are not authorized in a Task Order. The Vendor cannot charge Customers prices that are not authorized in a task order. If the Vendor has concerns about the services and prices set forth in the Task Order, the Vendor must immediately contact the contracting officer listed in the order.

Cancellations and Refunds.

All cancellations shall be accomplished within five business days upon appropriate notification from the contracting officer and Customer. If no funds will be recovered under a cancellation, the Vendor will notify the contracting officer and Customer. However, if funds are recovered they must be promptly credited to FEDLINK within 10 business days.

1. For Lost Periodicals, Replacements, and Discontinuance of Publication.: Documentation of invoice adjustments (often referred to as credit memos) must arrive 120 days before the end of the fiscal year when the funds expire in order to be processed as a modification. Credits must also arrive 120 days before the end of a close-out year. Should the documentation of refund (e.g., credit memo) arrive after the deadline, the COR will forward the request to FEDLINK management. See also G.3.4(b) regarding invoice adjustments.

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 their attempts to secure the refund for the government.

6. Facilitating Access

The vendor shall provide the following administrative services to support subscription ordering services:

Personal Representative. The Vendor shall assign a representative by name who is familiar with the terms of this contract 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.

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.

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.

Time frame. The Vendor shall place all claims with the publisher within 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.

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:

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

Claim List. A list of claims, which have been made, shall be furnished as indicated herein.

7. Library Management Reports

The Vendor shall provide the following reports at no charge:

(a) 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 or contracting officer:

- Title
- Ship#to address
- Invoice#item number
- FEDLINK ID and (IAA number, Order number, or Military Interdepartmental Purchase Request number)

- Subscription period
- Quantity
- Frequency
- Price with adjustments and estimates
- Volume
- ISSN

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.

The Vendor shall provide reports in electronic format, with optional print delivery of reports. The customer agency and FEDLINK retain 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.

(b) Financial Summary Report. The Vendor shall provide a listing on demand by federal government fiscal year (October 1 through September 30) 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) 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.

(d) Information Bulletins. The Vendor shall provide Customers (or Contracting Officers upon request), at no cost and at least quarterly, information bulletins updating the latest known information on various serial titles, including serial title price increase of 10% 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.)

(e) Subscription Status Information. Monthly, or upon demand, the Vendor shall notify the Customer and CO in writing of any irregularity or change in status, such as: 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.

(f) Ship#to List. The Vendor shall provide, on demand, a listing of all Customer consignees and their complete addresses.

(g) New Order Title List. The Title List 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, with the print option available by request, containing the following minimum information:

- Complete "Bill to" and "Ship to" address
- Title
- ISSN (stored as nnnn-nnnn)
- Publisher
- Quantity
- Subscription Period based on Agency Data
- For current online journals, the tier/level of the current subscription, if available.
- Frequency
- Format

All additional titles which may not be due for renewal, but which are on record for a specific consignee

(h) Annual Renewal Title List. The renewal list, supplied in an electronic spreadsheet and valid for a minimum of ninety (90) days, will be used by FEDLINK and the customer to estimate a budget for the fiscal year. Renewal list spreadsheets must contain the following minimum information, presented in the same order and format as the most recently completed order/contract action (including designations of Core and Optional titles), and note any changes:

- Complete "Bill to" and "Ship to" address
- Account number chargeable (including FEDLINK ID)

- Title
- ISSN
- Quantity
- Subscription Period based on Customer Data
- Price: The latest known publishers' rates currently available
- Service Charge/discount
- Frequency
- Publication status
- 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.)

C.3.2. 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. Customers may require and Vendors may offer the following:

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

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. Task orders shall specify if fulfillment of a large number of missing issues is anticipated. Vendor will provide a status report on unavailable issues.

MARC Serials Record Data or other Metadata. The Vendor shall provide electronic files of metadata including bibliographic data in MARC or other standard formats, and local or consortia holdings data, for loading into Customer's local system. The Vendor shall provide stable and accurate Uniform Resource Locators (URLs) included in title list format, in the 856 field of the MARC record, or in the appropriate element in other standard metadata formats, according to the Customer's requirements. Vendor will provide a status report on all work in process and completed.

ILS System Interface. The vendor shall provide integration of electronic data (EDI, vendor proprietary data, etc.) into local databases/software systems. The Vendor shall describe data available and methods for exchanging data electronically system to system, files ready for use by proprietary software/systems, and past experience in developing interfaces and data exchange with libraries and publishers. Vendor will provide a status report on all work in process and completed.

C.3.3. LOT 3 # OPTIONAL SPECIALIZED ELECTRONIC ACCESS SERVICES.

Vendors who offer access to electronic resources 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, special customized collection reports, etc. (Subscriptions to journals in electronic and all other formats are a basic subscription service required by Lot 1). Vendors are not required to provide these services in order to qualify under the basic LC/FEDLINK. 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.

Services offered under Lot 3 may include but are not limited to:

User Interface for Serials Management. The Vendor must have the 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.

Management of Electronic Publication Subscriptions. The Vendor must provide products and services to help the management of electronic publication subscriptions, licenses, links, collection assessment and collection development reports. For example, Open URL Link Resolvers, Online Lists of Resources, Federated Searching, Electronic Resource Management (ERM) systems, etc.

User Authorizations and/or Usage Data. The Vendor must have ability to provide customers with user authorization information. Also, the ability to gather and/or combine usage statistics, either through a Vendor product or by interfacing with the publisher to collect usage statistics.

C.4. DEFINITIONS. As used in this solicitation and IDIQ contracts established hereunder:

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

"Core Title" refers to any serials title that a customer intends to purchase/renew every year. Core titles make up a minimum of 51% of any given order in total titles or total dollars.

"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.

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

"Publisher License Agreement" means a third-party publisher's terms and conditions regarding the use of and access to the publisher's digital information products and services.

"Publisher's List Price" the established publisher list price for the given subscription period at the time of order. It is the undiscounted price at which a publication is offered for sale to the public. The list price is usually quoted in the publisher's catalog, and is 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 or updated on a regular or irregular basis and intended to be continued indefinitely. Serials include: periodicals, newspapers, magazines, annuals, yearbooks, journals, memoirs, proceedings, transactions, numbered monographic series, and other non-finite published works normally available through serials subscription agents. 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 and other continuing electronic resources).

"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."

"Vendor License Agreement" means a written agreement between the vendor and FEDLINK that sets forth the terms and conditions under which the vendor grants use or access to the digital information products and services provided under this contract and any orders issued under this contract. This may include any terms and conditions the vendor has negotiated with third-party publishers regarding use or access to the digital information products and services.

Definitions of additional terminology that relates to serials acquisition may be found in the Serials Acquisitions Glossary of the American Library Association: https://www.ala.org/alcts/files/resources/collect/serials/acqglossary/05seracq_glo.pdf

Section D - Packaging and Marking

D Packaging and Marking

D. PACKAGING AND MARKING

All physical deliverables required under this contract will be delivered in accordance with standard commercial practices and will be marked with LC Contract Number and the delivery/purchase order number.

Deliverables and other documents may also be requested to be submitted electronically.-

Section E - Inspection and Acceptance

E Inspection and Acceptance

E. INSPECTION AND ACCEPTANCE

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
 52.246-2 INSPECTION OF SUPPLIES FIXED PRICE (AUG 1996)

Section F - Deliveries or Performance

PERIOD OF PERFORMANCE

ITEM	START	END
0001	10/01/2022	09/30/2023
0002	10/01/2023	09/30/2024
0003	10/01/2024	09/30/2025
0004	10/01/2025	09/30/2026
0005	10/01/2026	09/30/2027

Clause	Title	Fill-ins
52.242-15	Stop-Work Order (Aug 1989)	
52.242-17	Government Delay of Work (Apr 1984)	
52.247-34	F.O.B. Destination (Nov 1991)	

F Deliveries or Performance

F.1. Period of Performance. This Indefinite Delivery Indefinite Quantity (IDIQ) Contract shall consist of one (1) twelve (12) month Base Period, with four (4) twelve (12) Month Option periods.

Base Period:	October 1, 2022 – September 30, 2023
Option Period I	October 1, 2023 – September 30, 2024
Option Period II:	October 1, 2024 – September 30, 2025
Option Period III:	October 1, 2025 - September 30, 2026
Option Period IV:	October 1, 2026 – September 30, 2027

F.2. Place of Delivery. The place of delivery is F.O.B. destination in accordance with FAR 52.247-34 unless the agency agrees to an alternate arrangement; all deliveries shall be made to the agency as specified in each order.

F.3. LC52.211-1 DELIVERIES (APR 2015)

All deliveries submitted to the CO or the COR or other Library personnel designated to receive deliverables shall clearly indicate the following information:

1. Agency/Requiring Library Service Unit and MAIL STOP/Room Number
2. Description of information/data being submitted
3. FEDLINK ID
4. IAA Number
5. Order Number, or Military Intedepartmental Purchase Request Number
6. Contractor Name and Address

Section G - Contract Administration Data

LC52.232-1 Library of Congress Invoice Instructions (Oct 2016)

The Contractor must prepare and submit invoices electronically to: www.ipp.gov. The Contractor may submit payment requests using other than electronic means only when alternate procedures are authorized by the contracting officer in writing. Assistance is available via the IPP Help Desk via email at: ippgroup@bos.frb.org or by commercial telephone at (866) 973-3131. Invoices shall contain the information required in FAR 52.212-4, paragraph (g).

(End of clause)

G Contract Administration Data

G.1. LC52.201-3 Contract Administration (Apr 2015)

(a) This contract will be administered by:

Marvin Ross, Contracting Officer
The Library of Congress
FEDLINK Contracts Office
101 Independence Ave. SE
Washington, DC 20540-9411
Email: mross@loc.gov

(b) Elinda Harris Deans, Contract Specialist

The Library of Congress
FEDLINK Contracts Office
101 Independence Ave. SE
Washington, DC 20540-9411
Email: Ehar@loc.gov

(c) Contracting Officer Representative (COR): TBD

The Library of Congress
FEDLINK Network Office
101 Independence Ave. SE
Washington, DC 20540-4935.

(d) Contractor Contract Administrator [Fill-in Contractor Administrator name] [Fill-in Contractor Administrator Address]

Phone: [Fill-in Contractor Administrator phone] Email: [Fill-in Contractor Administrator email]

(e) Copies of all correspondence concerning the contract shall be provided to the Contracting Officer and the COR at the above address and shall make reference to the contract number.

G.1.2. CORs for Orders Issued Under the Contract. For Transfer Pay Customers, the COR will be designated on each individual order issued under the contract.

G.1.3. Contracting Officer's Authority. The Contracting Officer (CO) is the only person authorized to issue amendments and modifications to the solicitation/contract, approve changes in any of the requirements under the solicitation/contract, or obligate funds.

Notwithstanding any clause/provision contained elsewhere in this contract, the authority to modify the contract remains solely with the CO. If the Contractor makes any contract changes at the direction of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increases in charges that may result. The CO has the authority to perform any and all post-award functions in administering and enforcing the contract in accordance with its terms and conditions.

G.1.3.1. The Contractor shall submit any requests for modifications to this contract to the CO with a copy of the request to the appointed COR.

G.1.3.2. Contracting problems of any nature that may arise during the life of the contract must be handled in conformance with laws and regulations, including but not limited to, the Federal Acquisition Regulation provisions in this contract. Only the CO is authorized to formally resolve such problems. Therefore, the COR and the Contractor shall bring unresolved contractual problems to the immediate attention of the CO.

G.2. CUSTOMER USE OF FEDLINK CONTRACTS. LC/FEDLINK provides both contracting and accounting support to Federal agencies and organizations authorized to use federal sources of supply. Together, these organizations are referred to herein

as "Customers." Even though Federal agencies are defined as "Customers", the Library of Congress and vendor shall be the parties to any contracts or agreements resulting from the solicitation. The Library of Congress retains the right to exercise any right or obligation owed to a Customer.

G.2.1. FEDLINK SERVICE OPTIONS. LC/FEDLINK offers only the Transfer Pay option for Serials Subscription services.

G.2.1.(a) Transfer Pay. Under the Transfer pay option, a Customer enters into an agreement with FEDLINK to order products or services. On behalf of the Customer, a FEDLINK Contracting Officer issues an order to the Vendor for the Customer's requirements. After receiving the order, the Vendor provides products or services directly to the Customer, and submits the invoices for those services to LC/FEDLINK through IPP. LC/FEDLINK reviews the invoices and rejects improper ones. LC/FEDLINK issues payments for accepted invoices via IPP. The Library of Congress and Vendor shall be the parties to all Transfer Pay orders. Transfer pay processing is described in detail in section G.3.

G.3. TRANSFER PROCEDURES AND REQUIREMENTS

G.3.1. INITIATING TRANSFER PAY SERVICE.

(a) FEDLINK Order. The Vendor will begin service for the Customer upon receipt of an order issued by the Library of Congress pursuant to the terms of this contract. The Vendor will not begin or renew any service for any FEDLINK Customer until an order for that Customer for that service for the current fiscal year has been received. The Vendor will not provide products/services to the Customer in excess of the amount indicated on the The Government is not liable for products or services provided which exceed the order amount. Vendors will invoice only for supplies delivered or services performed in accordance with a properly issued order.

(b) Order Acceptance and Notification. Upon receiving the task order, the Vendor will contact the Customer immediately to begin service. If the Vendor questions an order or cannot accept an order, the Vendor will notify the Contracting Officer and the Contract Specialist identified on the task order within ten (10) days of receipt via email to the CO, the COR, and LC/FEDLINK Contracts at fedlinkcontracts@loc.gov. Performance under any FEDLINK order constitutes Vendor's acceptance of all contract terms and conditions. The Vendor will inform FEDLINK Fiscal Operations (FFO) in writing of any account identification or user identification the Vendor has assigned to the customer within thirty (30) days of receipt of task orders from LC/FEDLINK.

(c) Customer Identification. FEDLINK assigns a unique four-character FEDLINK ID to each Transfer Pay Customer. After receiving the task order, all Vendor correspondence and oral communications with FEDLINK regarding Customers will identify the Customer by the FEDLINK ID and Order number for the Customer as indicated on the task order. The Vendor may also assign its own account numbers, user IDs or other identifiers to Customers, but may only use such identifiers in addition to, and not instead of, the FEDLINK ID.

G.3.2. FEDLINK INVOICE INSTRUCTIONS.

An invoice is the Contractor's bill or written request for payment under the delivery order for supplies delivered or services performed. The Contractor shall prepare invoices and submit them electronically to <https://www.ipp.gov>. The Contractor may submit payment requests using other than electronic means only when alternate procedures are authorized by the Contracting Officer in writing.

(a) Electronic Invoicing. Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform (IPP) System. 'Payment request' means any request for invoicing payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR clause 52.212-4 Contract Terms and Conditions-Commercial Items and all information outlined in section G, INVOICE INFORMATION (e.g. FEDLINK ID, order number, etc.). Invoices that do not meet these specifications are defective. FEDLINK Fiscal Operations will reject them and return them to the contractor without payment. Invoices for products/services that exceed the funding level authorized on the order will be rejected for insufficient funds and returned to the contractor without payment. Rejected invoices will be accompanied by language indicating the reason for rejection. The contractor shall promptly resubmit the invoice when the condition(s) causing the rejection have been corrected.

Invoices shall be submitted in IPP at <https://www.ipp.fms.treas.gov/>. Contractor assistance can be obtained by contacting the IPP Helpdesk via email at IPPCustomerSupport@fiscal.treasury.gov or by phone at (866) 973-3131.

(b) Accepted Deliverables. All invoices for orders issued against this contract are the contractor's bill or written request for payment for supplies delivered or services performed.

(c) Schedule. The contractor shall invoice FEDLINK on a regular basis, only for the amount of supplies delivered or services performed.

(d) Format. Invoices shall be in PDF format.

Assistance is available via the IPP Help Desk via email at: ippgroup@bos.frb.org or by commercial telephone at (866) 973-3131. Invoices shall contain the information required in FAR 52.212-4, paragraph (g) and be formatted as specified below. Invoices that do not meet these specifications are defective. FFO will reject them and return them to the Contractor without payment. Invoices for products/services that exceed the funding level authorized on the order will be rejected for insufficient funds and returned to the Contractor without payment. Rejected invoices will be accompanied by language indicating the reason for rejection. The Contractor shall promptly resubmit the invoice when the condition(s) causing the rejection have been corrected. All **inquiries** relating to FEDLINK Contractor payments should be directed to fedlinkinvoices@loc.gov

(a) Promptness. The Contractor shall invoice LC/FEDLINK within 30 to 45 days after providing authorized service to the Customer. Receiving prompt, current financial data to help them manage the information services they provide their agencies is very important to LC/FEDLINK. Withholding invoices for authorized users (especially at the beginning of the fiscal year) is not acceptable.

(b) Final Invoice Call. FEDLINK is required to close Customer accounts for prior fiscal year obligations against appropriations and funds scheduled for retirement. FFO issues a final invoice call to Contractors each fiscal year to initiate the close-out of prior year contracts. Contractors must submit the final invoices to FFO within specified period from notification not to be less than 30 days.

G.3.3. INVOICE INFORMATION.

The Contractor shall supply the following information on all invoices:

(a) Invoice Data Elements.

(1) Contractor identification:

- Name and address of the Contractor.
- Name and address of the Contractor official to whom payment is to be sent via Electronic Funds Transfer (EFT) (will be the same as designated in the Contract).

(2) Customer identification:

- FEDLINK ID
- Customer identification. If no user ID or account number is assigned by the Contractor, it should be stated on the invoice.
- Name and address of agency using services
- Complete FEDLINK Delivery Order number (ex: EXAMPL230020)

(3) Order information:

- Order date in mm/dd/yyyy format. Order date is the date the FEDLINK customer placed the order with the Contractor and must be within the funding year of the corresponding Delivery Order number cited.
- Invoice number. Invoice number should uniquely identify the invoice.
- Invoice date in mm/dd/yyyy format. (Note: invoice date should not be before the date of order.)
- Contract line item number, where practicable, or descriptive information sufficient to identify. Schedule B item which corresponds to invoiced item.
- Description, quantity, unit, unit price, and extended price of supplies delivered or services performed.
- Discount applicable to individual FEDLINK customers, either by line item or against the invoice total, as appropriate.
- Any prompt payment discount.
- Any other information or documentation required by other specific requirements elsewhere in the contract (such as evidence of shipment, receipt or prepayment).
- An invoice copy submitted as replacement for an original will be certified as a duplicate original, signed and dated.

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

(c) Invoice Details. An invoice reflects individual items/services ordered by the customer in accordance with an authorized delivery order. Each invoice should reference the delivery order number that authorized the items ordered. The Contractor shall not combine charges from separate delivery orders on a single invoice.

(d) Final Invoice Identification. The Contractor shall clearly mark 'FINAL' invoice for each delivery order. The final invoice will ensure all cost associated with the order has been provided as listed on the delivery order.

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

(f) Pagination. Each page included as part of the invoice(s) must be numbered to indicate their sequence. (example: 1 of 5, 2 of 5, etc.)

(g) Format. When submitting an invoice via IPP, vendor must attach a PDF version of the original invoice.

G.3.4. INVOICE TYPES.

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

(b) Summary Invoices. All invoice adjustments will be processed through FFO. In the case of discrepancies, FEDLINK will determine whether a credit memo to the Customer's account is acceptable or whether a refund is required. If FEDLINK determines a credit memo is required, the Contractor shall indicate on the credit memo the following: reference to the original paid invoice number, original order date, original delivery order number, description of credit, and credit total. Credit memo shall have a unique credit memo number and it shall not be re-used. If FEDLINK determines a refund is required, the Contractor shall pay refund via Pay.gov <https://www.pay.gov/public/home>

G.3.5. INVOICE REVIEW AND PAYMENT.

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

(a) Return of Improper Invoices. If the invoice does not comply with requirements herein, then the Contractor shall be notified of the defect within 7 days after receipt of the invoice at the designated billing office. Rejected invoices in IPP will indicate the reason for the rejection and may be resubmitted when the condition(s) causing the rejection is corrected.

(b) Invoice Adjustments. FEDLINK will not adjust invoices to correct errors or adjustments to match delivery orders.

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

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

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

(d) FAR 52.232-33 Payment by Electronic Funds Transfer – System for Award Management (Jul 2013). In accordance with the Debt Collection Improvement Act, all FEDLINK payments to Contractors will be made via electronic funds transfer (EFT).

The Contractor shall complete the "Contractor Survey Form" to provide the information necessary to transmit payments to the Contractor's financial institution. Payment will be considered as being made on the effective date of the EFT.

(e) Remittance Advice. FFO will provide the Contractor contact identified in this contract with a remittance advice that details the invoices for which payment is made. FFO e-mails the remittance advice to the Contractor's accounts receivable contact a few days before the EFT payment is completed. The Contractor should use the remittance advice to update its accounts receivable records.

G.4. PUBLICITY. LC/FEDLINK will inform Customers about the products/services available under the program. Currently, the LC/FEDLINK web site (www.loc.gov/flicc) has a section devoted to products/services available through FEDLINK. The section includes brief descriptions of the products and services offered by LC/FEDLINK Vendors, Vendor contact information, and active links to Vendor e-mail and websites. The Vendor is invited to submit its contact and link information for inclusion in this web-based FEDLINK products/services catalog. Vendors may participate in FEDLINK vendor meetings, and may offer presentations or demonstrations of products and service to FEDLINK members and potential customers.

G.5. CONTACT FOR CONTRACT ADMINISTRATION. The Vendor shall designate a person to serve as the Contract Administrator for the Contract and resulting orders both domestically and overseas. The Contract Administrator is responsible for overall compliance with the terms and conditions of the contract. The Contract Administrator is also the responsible official for issues concerning the FEDLINK Monthly Sales Report and Financial Certification and reviews of vendor records. The Vendor's designation of representatives to handle certain functions under this IDIQ contract does not relieve the Contract Administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change.

VENDOR CONTRACT ADMINISTRATOR:

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

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

VENDOR CONTACT FOR ORDERS:

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

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

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

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

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

VENDOR CONTACT FOR CUSTOMER SERVICE:

(Primary contact for FEDLINK customers; listed on the FEDLINK Web site)

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

Section H - Special Contract Requirements

LC52.209-1 Conflicts of Interest (Oct 2013)

The services required in performance of this contract involve access to non-public information and/or services that are closely associated with the performance of inherently governmental functions that may result in conflicts of interest related to this contract, other contracts, or future contracts for which the contractor may intend to compete. Federal Acquisition Regulation subpart 9.5 describes circumstances and provides illustrative examples of circumstances that may give rise to conflicts of interest. The Contractor must identify to the contracting officer any conflicts of interest, actual or potential, that may reasonably be expected to arise in performance of this contract. The contractor must provide a detailed written description of the conflict of interest and a plan explaining any and all steps the Contractor will undertake to avoid or mitigate the conflict. Failure to disclose actual or potential conflicts of interest may subject the Contractor to corrective action including but not limited to termination of this contract, debarment of the contractor, and/or other appropriate civil or criminal actions. It is solely within the discretion of the Library to determine whether or not a conflict of interest exists and whether any mitigation plan submitted by the Contractor mitigates a conflict.

The Contractor shall include this clause in all subcontracts, consultant agreements, and lower tier subcontracts unless a waiver is granted by the Contracting Officer.

(End of clause)

H Special Contract Requirements

H.1. LC52.201-1 CONTRACTING OFFICER#S REPRESENTATIVE (COR) APPOINTMENT AND AUTHORITY (JAN 2016)

(a) Performance of work under this contract is subject to the technical direction of the COR. The term “technical direction” includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, and/or fills in details and otherwise serves to ensure that tasks outlined in the contract are accomplished satisfactorily.

(b) Technical direction must be within the scope of the contract specification(s)/work statement. The COR does not have authority to issue technical direction that:

- (1) Constitutes additional work outside the contract specification(s)/work statement;
- (2) Constitutes a change as defined in the “Changes” clause of this contract;
- (3) Causes an increase or decrease in the contract price, or the time required for contract performance;
- (4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;
- (5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or
- (6) Directs, supervises or otherwise controls the actions of the contractor's employees.

(c) Technical direction may be oral or in writing. The COR must confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.

(d) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the contractor, any direction of the COR or the designated representative falls within the limitations of (b) above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

(e) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the “Disputes” clause of this contract.

(End of clause)

H.2. CONTRACT MODIFICATIONS. Addition of Products/Services and/or Changes to Contract. For the life of the contract, the Vendor will offer no products/services other than those specified herein unless specific application is made to LC/FEDLINK Contracts to modify this contract to incorporate additional products/services and/or changes. Any new products/services or changes which are approved by the LC Contracting Officer will be officially added to the contract by modification. Requests for approval to modify the contract will be sent via email to: the CO, the COR, and fedlinkcontracts@loc.gov.

H.3. LC52.203-1 CONTRACTOR PUBLICITY (OCT 2013)

The Contractor, or any entity or representative acting on behalf of the Contractor, may not refer to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such equipment or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government will consider institution of all remedies available under applicable law.

(End of clause)

H.4. LC52.224-1 CONTRACT PUBLICATION (OCT 2013)

The Vendor will submit, within ten business (10) days from the date of award of the contract or any order hereunder (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed contract or order with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, suitable for public disclosure at the sole discretion of the Library of Congress. The Vendor must provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Library of Congress regulations, 36 C.F.R. part 703 and in the case of the exemption at 36 C.F.R. § 703(b)(5) must demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the Vendor in response to this requirement may itself be subject to disclosure. The Library will carefully consider all of the Vendor’s proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information may be properly withheld.

(End of clause)

H.5. PROMOTION OF CONTRACT. The Vendor will promote this contract to all Federal customers during the life of the contract. The Vendor's goals in this effort will be to: (a) make customers aware of the LC/FEDLINK procurement vehicle; (b) make customers aware of the Vendor's products and services available through this contract; and c) assist Customers in creating timely and accurate orders under this contract. The Vendor may use the FEDLINK logo for this purpose in accordance with the provisions of Section H.3.

(End of clause)

H.6. FINANCIAL CAPABILITY TO PREPAY PUBLISHERS.

The financial capability to prepay Publishers for Serial Subscription orders is a requirement of this contract and all orders placed there under. Evidence of financial capability to fulfill the terms of this LC/FEDLINK contract and all orders placed there under shall be provided prior to contract award and shall be maintained throughout the life of this contract and all orders placed there under. Vendor will submit a demonstration of sufficient equity, Letter of Credit, Line of Credit or other comparable instrument in the amount of 2 Million Dollars. The Vendor shall further demonstrate sufficient equity and/or credit lines to guarantee prepayment to publishers.

The availability of equity and/or credit lines to cover debts incurred in fulfilling all obligations under this contract shall be certified to the LC Contracting Officer prior to the award of the contract and annually thereafter. An authorized certifying officer of the Vendor must sign and date all financial or other certification documents. The Contracting Officer may require the Vendor to provide additional documentation to ascertain the Vendor's capability to perform the requirement of any RFQ. Vendor is required to notify the Contracting Officer immediately in writing if the Letter of Credit, Line of Credit, or other comparable instrument ceases to be valid while the contract or resulting task orders are in effect.

H.7.VENDOR REPORTING REQUIREMENTS.

H.7.1. Monthly Sales Report

(a) Monthly Report to LC/FEDLINK. The Contractor shall report the monthly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of all sales under this contract. This report will be adjusted each month to ensure accuracy, and shall show a cumulative balance by government fiscal year (October – September). The Contractor must use the example report provided as attachment 1 or develop a computerized report as long as it provides the information identified in attachment 1.

(b) Report Delivery.

The Contractor shall deliver the report to LC/FEDLINK via email fedlinkcontracts@loc.gov. If no sales occur, the Contractor must show zero on the report for each month. The report is due 30 days following the completion of the reporting period. The Contractor must also provide an annual close-out report within 30 days after the government's fiscal year. The close-out report must cover all sales not shown in the final monthly report and reconcile all errors and credits. The Contractor shall report the last report for the fiscal year mark 'FINAL,' and account for any corrections. If a contract is altered after the fiscal year, the correction will be made on the first report of the next fiscal year, and identified as previous year adjustment.

H.8. LICENSES. The language set forth in this contract and any resulting orders constitute the entire agreement with respect to the subject matter thereof, and cannot be superseded, deleted or modified with supplemental agreements.

LC/FEDLINK does not agree to licensing agreements or any other provisions that attempt to: (1) replace a contract or order as the governing contract; (2) establish new or supplemental payment terms; or, (3) affect the legal relationships of the parties. Notwithstanding any clauses in this contract or resulting orders that establish order of precedence, the rights and obligations provided by contracts and orders will take precedence over the rights and obligations set forth in any licensing agreements provided to LC/FEDLINK or to FEDLINK customers by the Vendor. LC/FEDLINK's incorporation of a licensing agreement into the contract or an order via contract modification excludes terms of the licensing agreement that contravene, modify or conflict with the contract and/or order.

Furthermore, even if LC/FEDLINK agrees to incorporate a licensing agreement into a contract or order, LC/FEDLINK does not agree to provisions that address any of the following matters: indemnification; compliance with industry standards not imposed by law; choice of law; interest penalty payments; choice of venue or forum; automatic renewal; arbitration; and provisions mandating alternate dispute resolution.

Licenses presented when users log onto a system that instruct the user to “Click here to accept” or otherwise interactively agree to a standard non-LC/FEDLINK license, do not supersede the terms of this contract and any LC/FEDLINK-specific licenses incorporated herein. The Government will not be bound by anyone other than a warranted Contracting Officer.

H.8.1. LICENSE AGREEMENTS. FEDLINK contracting officers and FEDLINK customers shall not sign or otherwise agree to Publisher License Agreements. FEDLINK contracting officers may incorporate Vendor License Agreements into orders placed against this contract subject to the terms and conditions of this contract and the orders issued under this contract. FEDLINK customers shall not be required to sign or agree to Vendor License Agreements. Vendors are required to submit any Vendor License Agreements to FEDLINK contracting officers when responding to requests for quotations for serials subscription orders.

H.9. SECTION 508. The Vendor shall comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR part 1194).

H.10. FAIR OPPORTUNITY ORDERING PROCEDURES. In accordance with FAR 16.505, all vendors that receive FEDLINK IDIQ contracts will be given fair opportunity to be awarded orders issued under the IDIQ contracts. The Library will transmit RFQs to all IDIQ contract holders. RFQs will include a list of titles, delivery location(s), and any other supplemental information necessary for the vendor to prepare a quotation. Unless otherwise notified at time of quote request, vendors will have 10 business days to submit a quote.

In response to an RFQ, vendors shall: identify the titles that they are able to fulfill; submit certification of the publisher’s title list prices; provide pricing for Lot 1 requirements in accordance with the IDIQ; and provide an extended price for any Lot 2 or Lot 3 requirements that reflect the unit prices established in the IDIQ. **The vendors will not alter formatting or order of information provided.**

Unless discrete evaluation criteria are established at the order level, quotes submitted in response to RFQs will be evaluated in accordance with the criteria set forth below. Non-price factors are listed below in descending order of importance. In the event of a conflict between the RFQ and the factors below, the RFQ shall control.

- (a) **Fulfillment:** The Library will evaluate each offeror’s ability to meet the individual member library’s requirements. In appropriate circumstances, the Library may opt to split orders to optimize fulfillment and provide for efficient order administration. Materials provided free of charge will be excluded from considerations of fulfillment. Vendors shall exclude any titles where pricing is unavailable.
- (b) **Past Performance:** The Library will consider past performance information, including prior performance on FEDLINK contracts and orders. The Library will assess the level of risk and whether the vendor’s record of past performance impacts the likelihood of successful performance of the work required.
- (c) **Price:** The Library of Congress/FEDLINK will evaluate all pricing offered for Lots 1, 2 and 3. Pricing will also be evaluated for price reasonableness. All dollar amounts shall be limited to two decimal places, with no rounding used on quotes. Mathematical errors will be corrected by offeror within 2 business days of requested corrections, or otherwise will be revised by FEDLINK CO in the customer’s favor.
- (d) **Transition:** The Library of Congress/FEDLINK will evaluate each offeror’s transition plan to determine the level of risk to successful continuation of services, including the likelihood of the offeror being able to deliver titles on schedule, to provide information and reports in a format and at a frequency required by individual member libraries consistent with existing IT systems, the capacity to place orders and process changes to orders in a timely and accurate manner, and the impact the transition is expected to have on Library resources including re-configuring existing IT systems and re-training Library staff. Technical and cost/price negotiations will be held, if necessary. Order(s) will be issued to the Offeror or offerors whose quote is deemed to provide the best value to the Government, price and other factors considered. Non-price factors when combined are more important than the price factor. The importance of price will increase as non-price factors become more equal.

The Vendor will not accept Orders which exceed the "not-to-exceed" amount of the contract.

The Government reserves the right to make award without discussions on the basis of initial proposals received.

1. 11. DOMESTIC EDITIONS OF PRINT MATERIALS

Vendors must supply domestic editions of print serials when domestic editions are available unless a non-domestic edition is specifically required.

Section I - Contract Clauses

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):

www.acquisition.gov

[Insert one or more Internet addresses]

(End of clause)

Clause	Title	Fill-ins
52.233-3	Protest after Award (Aug 1996)	
52.233-1	Disputes (May 2014)	
52.227-19	Commercial Computer Software License (Dec 2007)	
52.227-14	Rights in Data-General (May 2014)	
52.202-1	Definitions (Jun 2020)	
52.203-5	Covenant Against Contingent Fees (May 2014)	
52.203-7	Anti-Kickback Procedures (Jun 2020)	
52.204-13	System for Award Management Maintenance (Oct 2018)	
52.242-13	Bankruptcy (July 1995)	
52.253-1	Computer Generated Forms (Jan 1991)	
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	

52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)

(a) *Definitions.* As used in this clause--

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Safeguarding" means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights--

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

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

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

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer--System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

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

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.--*

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

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

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

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

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if--

- (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
- (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--
- (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.
- (j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.
- (t) [Reserved]

(u) *Unauthorized Obligations*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (i) Any such clause is unenforceable against the Government.
- (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
- (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.216-18 Ordering (Aug 2020)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 10/01/2021 through 09/30/2026 [*insert dates*].
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) A delivery order or task order is considered "issued" when--
- (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
 - (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
 - (3) If sent electronically, the Government either--
 - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
 - (ii) Distributes the delivery order or task order via email to the Contractor's email address.
- (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 Order Limitations (Oct 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor--
- (1) Any order for a single item in excess of \$1,000,000.00;
 - (2) Any order for a combination of items in excess of \$2,500,000.00; or
 - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

- (a) *Definitions.* As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or

essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

52.217-8 Option to Extend Services (Nov 1999)

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

(End of clause)

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 60 days of expiration; 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 5.5 years.

(End of clause)

52.239-1 Privacy or Security Safeguards (Aug 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

(End of clause)

LC52.216-2 Fair Opportunity (Feb 2020)

Orders will be issued by the contracting officer in writing. In accordance with FAR 16.505(b)(1) – Fair Opportunity, all contractors will be provided a fair opportunity to be selected for award of each order under this contract unless one of the FAR 16.505(b)(2) exceptions applies.

Discrete evaluation criteria may be established at the order level. Otherwise, orders will be evaluated for: (1) the technical capability of the offeror to fulfill order requirements; (2) past performance information on prior orders under this contract or other contracts known to the agency, and recent and relevant contracts contained in the Contract Performance Assessment Reporting System (CPARS), to assess the level of risk to successful performance; and (3) price as stated in the contract or submitted in response to a request for proposals.

If the order does not exceed the simplified acquisition threshold, the contracting officer need not contact each of the multiple awardees under the contract before selecting an order awardee if the contracting officer has information available to ensure that each awardee is provided a fair opportunity to be considered for each order. Otherwise, the contracting officer will issue a fair notice of intent to make a purchase (such as a request for proposal or request for quotation) describing the required goods or services, stating the evaluation criteria, and requesting information to support evaluation and selection of an order awardee. Unless otherwise notified in the notice of intent to make a purchase, contractors will have five business days to respond.

In all cases, the Library may conduct technical and/or price negotiations as necessary.

In all cases, the Library may in its discretion issue an order either unilaterally or bilaterally (requiring the contractor's signature). In the event that the Library does not receive a response to a request for proposals, the Library may nevertheless issue a unilateral order if a task order award can be made based on information contained in the contract file.

The contractor shall not accept orders that exceed the "not-to-exceed" amount of the contract or that are placed after the end of the contract ordering period.

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

The Library is considering issuing additional logical follow-on task orders (related to the work performed under this order) on a sole-source basis in the interest of economy and efficiency in accordance with FAR 16.505(b)(2)(C). The contractor must demonstrate satisfactory performance during the execution of previous related task order(s) in order to be eligible for logical follow-on task orders.

(End of clause)

LC52.232-25 52.232-25 (DEV) Prompt Payment (Jul 2013)

The Library of Congress is not an agency subject to the Prompt Payment Act. 31 U.S.C. 3901(a)(1). The clause is modified as follows:

(1) The following new paragraph (iv) is added to the conditions for paying interest penalty payments in section (a)(4): "(a)(4)(iv) The contract or purchase order contained a provision that expressly required the Library of Congress to pay an interest penalty."

- (2) The reference in section (a)(5)(ii) to the Disputes clause at FAR 52.233-1 refers to the clause as modified by the Library.
- (3) Section (a)(6) is replaced with the following: "Interest penalty payments shall be handled in accordance with the Prompt Payment clause at FAR 52.232-25 as modified by the Library."
- (4) Section (b) relating to Contract Financing Payment is deleted.

(End of clause)

LC52.233-1 52.233-1 (DEV) Disputes (May 2014)

To reflect the provisions of the Legislative Branch Appropriations Act, 2008 (Pub. L. 110-161, div. H., title I, § 1501, Dec. 26, 2007, 121 Stat. 2249, 31 U.S.C. 702 note), the clause is modified as follows:

- (1) The amount in sections (c), (d)(2)(i), and (e) is \$50,000 instead of \$100,000.
- See also regulations of the Government Accountability Office Contract Appeals Board at 4 C.F.R. part 22.

(End of clause)

52.203-3 Gratuities (Apr 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

- (1) Offered or gave a gratuity (e.g.,an entertainment or gift) to an officer, official, or employee of the Government; and
- (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

- (1) To pursue the same remedies as in a breach of the contract; and
- (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This paragraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

I.1. PURCHASES ON BEHALF OF DEPARTMENT OF DEFENSE CUSTOMERS

Where vendors undertake purchases on behalf of Department of Defense customers, the following FAR and DFARS clauses apply (and are hereby incorporated into this IDIQ contract and orders issued pursuant to the contract):

FEDERAL ACQUISITION REGULATION CLAUSES (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.219-1	SEP 2021	Small Business Representations
52.203-3	APR 1984	Gratuities

DEFENSE FEDERAL ACQUISITON REGULATION SUPPLEMENT CLAUSES

NUMBER	DATE	TITLE
252.203.7000	SEP 2011	Requirements Relating to Compensation of Former DOD Officials
252.203-7003	AUG 2019	Agency Office of the Inspector General
252.203-7005	NOV 2011	Representations Relating to Compensation of Former DOD Officials
252.204-7009	MAY 2022	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information
252.204-7015	MAY2016	Notice of authorized Disclosure of Information for Litigation Support

252.205-7000	DEC 1991	Provision of Information to Cooperative Agreement Holders.
252.215-7008	JUL 2019	Only One Offer
252.225-7001	MAR 2022	Buy American and Balance of Payments Program
252.225-7020	NOV 2014	Trade Agreements Certificate
252.225-7021	MAR 2022	Trade Agreements - Basic
252.225-7012	DEC 2016	Preference for Certain Domestic Commodities
252.225-7031	JUNE 2005	Secondary Arab Boycott of Israel
252.225-7050	SEP 2021	Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism.
252.226-7001	APR 2019	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns
252.227-7015	FEB 2014	Technical Data--Commercial Items
252.227-7037	APR 2022	Validation of Restrictive Markings on Technical Data
252.232-7003	DEC 2018	Electronic Submission of Payment Requests and Receiving Reports.
252.232-7006	DEC 2018	Wide Area WorkFlow Payment Instructions.
252.232-7010	DEC 2006	Levies on Contract Payments.
252.232-7011	MAY 2013	Payment in Support of Emergencies and Contingency Operations
252.237-7010	JUNE 2013	Prohibition on Interrogation of Detainees by Contractor Personnel.
252.243-7002	DEC 2012	Requests for Equitable Adjustment.
252.244-7000	JAN 2021	Subcontracts for Commercial Items
252.247-7023	FEB 2019	Transportation of Supplies by Sea
252.203-7002	SEP 2013	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
252.204-7000	OCT 2016	DISCLOSURE OF INFORMATION
252.204-7002	APR 2020	PAYMENT FOR CONTRACT OR SUBLINE ITEMS NOT SEPARATELY PRICED
252.204-7003	APR 1992	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
252-204-7009	OCT 2016	LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION
252.215-7007	JUN 2012	NOTICE OF INTENT TO RESOLICIT
252.204-7016	DEC 2019	Covered Defense Telecommunications Equipment or Services—Representation
252.204-7017	MAY 2021	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services—Representation
252.204-7018	JAN 2021	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services

I.7. APPLICABILITY OF 36 C.F.R. § 701.7 TO THIS CONTRACT AND ORDERS PLACED UNDER THIS CONTRACT.

This contract, and each order placed under this contract, are subject to the provisions of 36 C.F.R. § 701.7, which is provided below. For purposes of this contract and any resulting orders under this contract, 36 C.F.R. § 701.7 shall be applicable to all FEDLINK customer agencies to the same extent as 36 C.F.R. § 701.7 is applicable to the Library of Congress.

36 C.F.R. § 701.7 – Certain Terms in License Agreements.

(a) Definitions.

- (1) Computer software has the meaning provided in 48 CFR 2.101.
- (2) License agreement means any license agreement, subscription agreement, end user license agreement (EULA), terms of service (TOS), or similar legal instrument or agreement.

(b) Purpose. The purpose of this part is to accommodate the Library of Congress' legal status as a Federal agency of the United States and assure that the Library of Congress, when entering into license agreements, follows applicable Federal laws and regulations, including those related to fiscal law constraints, governing law, venue, and legal representation; to preserve the Library's rights under U.S., foreign, and international copyright law; and to preserve the Library's ability to make use of computer software and other materials it licenses.

(c) Applicability. (1) The clauses set forth in paragraph (d) of this section are deemed to be inserted into each license agreement to which the Library of Congress is a party with the same force and effect as if set forth therein, notwithstanding any provision thereof to the contrary. In addition, the clauses in paragraph (e) of this section are deemed to be inserted into each license agreement to which the Library of Congress is a party, other than license agreements for the license of computer software to the Library of Congress, with the same force and effect as if set forth therein, notwithstanding any provision thereof to the contrary. If any term of a license agreement (at the time the license agreement is executed or as it may be amended in the future) conflicts with or imposes any additional obligations on the Library of Congress with respect to a matter addressed by any of the clauses that are deemed to have been inserted into the license agreement as described above, the following shall apply:

- (i) Such term is unenforceable against the Library of Congress unless otherwise expressly authorized by Federal law and specifically authorized under applicable Library of Congress regulations and procedures;
- (ii) Neither the Library of Congress nor its employees shall be deemed to have agreed to such term by virtue of the term appearing in any license agreement;
- (iii) Such term is stricken from the license agreement; and

(iv) The terms of the clauses of this section incorporated in the license agreement shall control.

(2) The Library of Congress is not bound by a license agreement unless it is entered into on behalf of the Library of Congress by a person having the authority to contract referred to in § 701.4.

(3) The Library of Congress is bound only by terms that are in writing and included in license agreements (including hard copy and electronic license agreements) entered into on behalf of the Library of Congress by a person having the authority to contract referred to in § 701.4.

(4) If any provisions are invoked through an “I agree” click box or other comparable mechanism (e.g., “clickwrap” or “browsewrap”

agreements), such provisions do not bind the Library of Congress or any Library of Congress authorized end user to such provisions, unless agreed to on behalf of the Library of Congress by a person having the authority to contract referred to in § 701.4.

(d) Provisions applicable to all license agreements. The following clauses are deemed to be inserted into each license agreement to which the Library of Congress is a party:

Unauthorized Obligations

The Library of Congress shall not be bound by any provision that may or will cause the Library of Congress or its employees to make or authorize an expenditure from, or create or authorize an obligation under, any appropriation or fund in excess of the amount available in the appropriation or fund, that would create an Anti-Deficiency Act (31 U.S.C. 1341) violation. Such provisions include, for example, automatic renewal of the agreement, penalty payments by the Library of Congress, indemnification by the Library of Congress, and payment by the Library of Congress of taxes or surcharges not specifically included in the price for the license.

Liability

The liability of the Library of Congress and its obligations resulting from any breach of this agreement, or any claim arising from this agreement, shall be determined exclusively under 28 U.S.C. 1346, 28 U.S.C. 1491, or other governing Federal authority.

Representation

The conduct of, and representation of the Library of Congress in, any litigation in which the Library of Congress is a party, or is interested, are reserved exclusively to the United States Department of Justice as provided for in 28 U.S.C. 516.

Governing Law

This agreement shall be governed for all purposes by and construed in accordance with the Federal laws of the United States of America.

Venue

Venue for any claim under this agreement shall lie exclusively in the Federal courts of the United States, as provided in 28 U.S.C. 1346 and 28 U.S.C. 1491. Any action commenced in a State court that is against or directed to the Library of Congress may be removed by the United States Government to Federal district court in accordance with 28 U.S.C. 1442.

Dispute Resolution

The Library of Congress does not agree to submit to any form of binding alternative dispute resolution, including, without limitation, arbitration.

Order of Precedence

Notwithstanding any provision of this agreement (including any addendum, schedule, appendix, exhibit, or other attachment to or order issued under this agreement), in the event of any conflict between the provisions of this agreement and the provisions of the clauses incorporated into this agreement pursuant to 36 CFR 701.7, the provisions of the clauses incorporated pursuant to 36 CFR 701.7 shall control.

Commercial Computer Software

As used in this clause, “commercial computer software” has the meaning provided in 48 CFR 2.101.

The provisions of the clause regarding the license of commercial computer software set forth in 48 CFR 52.227-19 are incorporated into this agreement with the same force and effect as if set forth herein, with all necessary changes deemed to have been made, such as replacing references to the Government with references to the Library of Congress.

(e) Additional provisions applicable to license agreements other than for license of computer software. In addition to the clauses deemed to be incorporated into license agreements pursuant to paragraph (d) of this section, the following clauses are deemed to be inserted into each license agreement to which the Library of Congress is a party, other than for the license of computer software to the Library of Congress:

Unauthorized Uses

The Library of Congress shall not be liable for any unauthorized uses of materials licensed by the Library of Congress under this agreement by Library of Congress patrons or by unauthorized users of such materials, and any such unauthorized use shall not be deemed a material breach of this agreement.

Rights Under Copyright Law

The Library of Congress does not agree to any limitations on its rights (e.g., fair use, reproduction, interlibrary loan, and archiving) under the copyright laws of the United States (17 U.S.C. 101et seq.), and related intellectual property rights under foreign law, international law, treaties, conventions, and other international agreements.

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services (May 2022)

(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 products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(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 products and commercial services:

[Contracting Officer check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

(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 (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved].

(6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

(10) [Reserved].

(11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021) (15 U.S.C. 657a).

(12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Sep 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(13) [Reserved]

- ___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- ___ (ii) Alternate I (Mar 2020) of 52.219-6.
- ___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- ___ (ii) Alternate I (Mar 2020) of 52.219-7.
- ___ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17)(i) 52.219-9, Small Business Subcontracting Plan (Nov 2021) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Nov 2016) of 52.219-9.
- ___ (iii) Alternate II (Nov 2016) of 52.219-9.
- ___ (iv) Alternate III (Jun 2020) of 52.219-9.
- ___ (v) Alternate IV (Sep 2021) of 52.219-9.
- ___ (18)(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
- ___ (ii) Alternate I (Mar 2020) of 52.219-13.
- ___ (19) 52.219-14, Limitations on Subcontracting (Sep 2021) (15 U.S.C. 657s).
- ___ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep 2021) (15 U.S.C. 657f).
- ___ (22)(i) 52.219-28, Post-Award Small Business Program Rerepresentation (Sep 2021) (15 U.S.C. 632(a)(2)).
- ___ (ii) Alternate I (Mar 2020) of 52.219-28.
- ___ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Sep 2021) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Sep 2021) (15 U.S.C. 637(m)).
- ___ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- ___ (26) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 657s).
- X (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2022) (E.O. 13126).
- X (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X (30)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- ___ (ii) Alternate I (Feb 1999) of 52.222-26.
- X (31)(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- ___ (ii) Alternate I (July 2014) of 52.222-35.
- ___ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

- ___ (ii) Alternate I (July 2014) of 52.222-36.
- ___ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- X (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (35)(i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (36) 52.222-54, Employment Eligibility Verification (May 2022). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- ___ (37)(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.)
- ___ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ___ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ___ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Oct 2015) of 52.223-13.
- ___ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- ___ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
- ___ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-16.
- X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- ___ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ___ (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- ___ (47)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- ___ (ii) Alternate I (Jan 2017) of 52.224-3.
- ___ (48) 52.225-1, Buy American--Supplies (Nov 2021) (41 U.S.C. chapter 83).
- ___ (49)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (Nov 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (Jan 2021) of 52.225-3.
- ___ (iii) Alternate II (Jan 2021) of 52.225-3.

__ (iv) Alternate III (Jan 2021) of 52.225-3.

__ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

__ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

__ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

__ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__ (58) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).

__ (59) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

__ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).

__ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

__ (ii) Alternate I (Apr 2003) of 52.247-64.

__ (iii) Alternate II (Nov 2021) 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 products and commercial services:

[Contracting Officer check as appropriate.]

__ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

__ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

___ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(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, as defined in FAR 2.101, on the date of award of this contract 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 products or commercial services. 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 (Nov 2021) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212)

(xi) 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.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

LC52.212-4 52.212-4 (DEV) Contract Terms and Conditions - Commercial Items (Feb 2016)

(a) FAR 52.212-4, Contract Terms and Conditions – Commercial Items. The clause is modified as follows:

(1) The Library will apply FAR 52.243-1 (Changes – Fixed Price) to any changes under this contract instead of section (c).

(2) The reference in section (d) to the Disputes clause at FAR 52.233-1 refers to the clause as modified by the Library.

(3) The references in section (g)(2) and (i)(2) to the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 C.F.R. part 1315 refer instead to the Prompt Payment clause at FAR 52.232-25 as modified by the Library.

(End of clause)

LC52.212-5 52.212-5 (DEV) Contract Terms And Conditions Required To Implement Statutes Or Executive Orders - Commercial Items (MAY 2015)

(a) FAR 52.212-5, The clause is modified as follows:

(1) The Librarian of Congress has the same rights and access provided to the Comptroller General in FAR 52.212-5.

(End of clause)

52.216-22 Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

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

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after _____ [insert date].

(End of clause)

Section J - List of Attachments

Identifier	Title	Date	Number of Pages
1	Attachment J-1 - FEDLINK_Monthly_Sales_Report.xlsx	07/07/2022	
2	Attachment J-2 - Past_Performance_Questionnaire.docx	07/07/2022	
3	Attachment J-3 Pricing Sheet.docx	07/07/2022	

Section K - Representations, Certifications and Other Statements of Offerors or Respondents

Provision	Title	Fill-ins
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications (Jun 2020)	

K.3. REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS FOR DEPARTMENT OF DEFENSE CUSTOMERS

See section I.6 supplemental representations, certifications and other statements of offerors for Department of Defense customers.

52.209-7 Information Regarding Responsibility Matters (Oct 2018)

(a) *Definitions.* As used in this provision--

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ___ has ___ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

52.219-1 Small Business Program Representations (Sep 2021)

(a) *Definitions.* As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"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"--

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

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

"Small disadvantaged business concern," consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

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

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

"Women-owned small business concern" means a small business concern--

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

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

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

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

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

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) *Representations.*

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

(2) *[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 small disadvantaged business concern as defined in 13 CFR 124.1002.

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

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.]* The offeror represents as part of its offer that-

(i) It ___ is, ___ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern.

[Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that-

(i) It ___ is, ___ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) *[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.

(7) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.]* The offeror represents as part of its offer that it ___ is, ___ is not a service-disabled veteran-owned small business concern.

(8) *[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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ___ is, ___ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:*

_____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (1) Be punished by imposition of fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.212-3 Offeror Representations and Certifications-Commercial Products and Commercial Services (May 2022)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) *Definitions.* As used in this provision--

"Covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation", means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 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 product and service codes (PSCs) 1000-9999, except--

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

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

(10) PSC 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.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Reasonable inquiry" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"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.

"Sensitive technology"--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"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"--

(1) 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.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"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.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

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

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

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(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 in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through *http://www.sam.gov*. After reviewing the SAM 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 Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (v) 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 electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b) (1)(ii). 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, 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.

(6) *WOSB concern eligible under the WOSB Program.* *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.]* The offeror represents that--

(i) It ___ is, ___ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c) (6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* *[Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.]* The offeror represents that--

(i) It ___ is, ___ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c) (7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *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.

(9) *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: _____

(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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ___ is, ___ is not a HUBZone 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 each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$150,000.) 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 Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American--Supplies, is included in this solicitation.)

(1)(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-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--Free Trade Agreements--Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i)(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "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-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, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

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

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-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.

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--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I*. 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--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line item No.

[List as necessary]

(3) *Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II.* 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--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 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 Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements- Israeli Trade Act":

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

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *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)(5)(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 statute. 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;

(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;

(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) ___ Have, ___ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 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. §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. §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. §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 products.*

Listed end product	Listed countries of origin
_____	_____
_____	_____
_____	_____

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

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

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

(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 Labor Standards* (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 (or subcontractor in the case of an exempt subcontract) 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 Labor Standards 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 the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(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) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that--

- (i) It ___ is, ___ is not an inverted domestic corporation; and
- (ii) It ___ is, ___ is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at *CISADA106@state.gov*.

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror--

- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
- (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
- (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if--

- (i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it ___ has or ___ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

_____.

Immediate owner legal name:

_____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ___ Yes or ___ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

_____.

Highest-level owner legal name:

_____.

(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that--

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is ___ is not ___ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ___ is not ___ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ___ is or ___ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code:
_____ (or mark "Unknown")

Predecessor legal name:

(Do not use a "doing business as" name)

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) *Representation.* [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) ___ does, ___ does not publicly disclose greenhouse gas emissions, *i.e.*, makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ___ does, ___ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, *i.e.*, make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: _____.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that--

(i) It ___ does, ___ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it ___ does, ___ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

Section L - Instructions, Conditions and Notices to Offerors or Respondents

LC52.233-2 Protests to the Library of Congress (Dec 2013)

Offerors may submit a protest directly to the Contracting Officer or to the Government Accountability Office. Protests filed with the contracting officer will be decided promptly, and may be appealed to the Library's Senior Procurement Executive for purposes of conducting an independent review of the contracting officer's decision.

(End of provision)

L Instructions, Conditions and Notices to Offerors or Respondents

L.1. SUBMISSION INSTRUCTIONS

To be eligible for award, offeror must offer and be able to supply requirements as described in Lot 1. Offeror must supply library materials as described in Lot 1 in order to be eligible to offer or supply services under Lot 2 or Lot 3.

1. All proposals must be submitted as electronic files to the Contracting Officer Marvin Ross at mross@loc.gov, the Contract Specialist Elinda Harris at ehar@loc.gov, and fedlinkcontracts@loc.gov no later than **0800 Eastern Time on August 8, 2022**. The subject line must include the solicitation number, **LCFDL22R0009**.
2. Offerors must comply with the formatting, content, and submission instructions. If the proposal does not comply with the instructions, the offeror may be deemed non-responsive by the Contracting Officer and ineligible for award.
3. Proprietary information shall be identified as such.
4. Facsimile or hand carried proposals will not be considered or accepted for this solicitation.

L.2. CLARIFICATION QUESTIONS

Questions related to this solicitation must be submitted in writing to the point(s) of contact listed above, no later than **0800 Eastern Time on July 15, 2022**. The subject line shall state the RFP number: **LCFDL22R0009** Answers to questions of a substantive nature will be provided to all offerors. The Library reserves the right to not answer questions and will not guarantee responses to questions submitted after this date.

L.3. PROPOSAL FORMAT

The proposal submitted in response to this solicitation shall be arranged in two separate volumes, individually titled and containing the following information:

L.4. VOLUME I – CONTRACT DATA AND PRICE PROPOSAL

a) SOLICITATION. Submit a complete copy of the entire solicitation, with all requested “fill-in” information completed. A signed Standard Form 1449 with all shaded blocks must be completed and submitted in Volume I.

b) PRICE PROPOSAL. Section B - Supplies or Services and Prices/Costs. The Library of Congress/FEDLINK has a fiduciary responsibility to the American taxpayers and to customer agencies to take full advantage of the government’s leverage in the market in order to obtain the best value for the taxpayer. The Library of Congress/FEDLINK is seeking discounts, terms and conditions equal to or better than the Offeror’s most favored customer. Please see and complete Attachment J-3 Pricing Sheet.

1. **Contract Line Item Numbers (CLINs).** CLINs are established in Section B for categories of products and services described in the lots of this solicitation. See Attachment J-3 Pricing Sheet for details.
2. **Discount from Commercial Pricing.** Include copies of commercial price lists as supplemental information in order to demonstrate that the proposed pricing structure is fair and reasonable.
3. **Pricing Validation.** Pricing must be valid for a minimum of 90 days to facilitate proper documentation processing at the Library or Congress.
4. **Electronic Access to Prices.** Describe how FEDLINK customers will get electronic access to your FEDLINK pricing.

c) FINANCIAL DATA. Offeror must submit information to demonstrate their financial resources in accordance with FAR part 9 (<https://www.acquisition.gov/?q=/browse/far/9>). The Contracting Officer may require the Vendor to provide additional documentation to ascertain the Vendor’s capability to perform the requirement of any customer order. Offerors must submit information in accordance with H.6 of this RFP regarding Financial Capability to Prepay Publishers.

d) SYSTEM FOR AWARD MANAGEMENT (SAM). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. Offeror shall submit proof of registration in SAM (<https://www.sam.gov/portal/SAM/#1>).

L.5. VOLUME II – TECHNICAL PROPOSAL

The technical response included the following sections:

1. Technical Capability
2. Management Approach
3. Past Performance
4. Sample materials*

Proprietary information shall be clearly marked. The Technical Proposal shall not contain price or cost information. The maximum length of Volume II is 25 pages.

**The Sample Materials section does not count against the Technical Proposal page limit.*

L.5.1. TECHNICAL CAPABILITIES

Offerors shall follow the outline of the Statement of Work (SOW) in section C to describe in detail the Serials Acquisition services being offered. The offeror may submit standard commercial materials as an Appendix to describe your products/services; however, a written narrative addressing the items below is required. Products or services, or terms and conditions in the commercial materials that are out of scope or that conflict with any of the provisions herein will not be considered and will not be included in any contract resulting from this solicitation.

The offeror shall address its methods for: providing timely and accurate quotes for members, keeping accurate records of all transactions (including tracking changes on multi-year orders), managing accounts (timely invoicing, processing of credits, and modifications), fulfilling orders, pre-paying publishers, troubleshooting problems and/or correcting errors, establishing and maintaining customer profiles, providing Lot 2 and/or Lot 3 services if offered, and any other relevant functions. The offeror's proposal must demonstrate a clear understanding of the requirements and problems that are associated with the operation of a serials acquisitions service for federal libraries nationwide. The offeror's proposal must demonstrate an awareness of the differing needs of various agencies and how serials acquisitions management is affected by federal procurement and fiscal practices. The offeror's proposal must address specific service provisions such as account representative and hours of service available.

L.5.2. MANAGEMENT APPROACH

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

1. Corporate Experience. The offeror shall describe their corporate history and experience with specific emphasis on experience in the field of Serials Acquisition services, experience in managing contracts similar to the FEDLINK program, and experience in handling Government contracts. The offeror shall provide evidence of substantial recent experience (last five years) in managing subscription services, addressing both clients and publishers. The offeror shall provide a list of (a) all government contracts exceeding \$100,000, (b) the number of non-government accounts over \$100,000, and (c) selected current contracts under \$100,000; with points of contact and phone numbers for at least 5 (five) customers from each category (a-c) to serve as references. The offeror shall also provide a similar reference list for the 4 (four) publishers providing the largest dollar volume of subscriptions, plus 3 (three) association publishers. Examples shall include: company or federal agency name, customer, customer contact and phone number, contract number, contracting officer and phone number, description of service provided, and approximate dollar value of contract. The Vendor shall provide evidence of successful experience as a serial subscription vendor for the minimum of 5 years.

2. Program Management. The offeror shall address:

- a. Working with Customers. Describe the offeror's approach for working with the federal agencies, libraries, information centers and other offices that acquire services described herein through FEDLINK (e.g., customer service, product training, etc.).
- b. Working with LC/FEDLINK. Describe the offeror's approach for working with LC/FEDLINK particularly regarding contract modification, orders, quotations, and invoicing. Identify the organization structure showing where the FEDLINK point-of-contact fits in the organization.
- c. Resolving Problems. Describe the offeror's methods for resolving management or technical problems with LC/FEDLINK and with customers, including liaison to senior personnel who can assist in problem resolution.
- d. Management Tools and Controls. Describe the offeror's management tools and controls within the organization, including methods for controlling quality, scheduling timely delivery, tracking charges, invoicing, and reporting.
- e. Providing services through FEDLINK will require liaison with FEDLINK customers, LC/FEDLINK staff and LC/ FEDLINK Contracts personnel. Review and complete the Contract Administration contact information in section G.5 to identify the personnel who will be key in providing your services through FEDLINK. In the technical proposal, identify and describe the experience of the individual(s) who will serve in the following roles:
 - f. Contact for Contract Administrator. Responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning all required reports, reviews of vendor records and all order activity.
 - g. Contact for Orders. Responsible for receiving and tracking all customer orders and order modifications.
 - h. Contact for FEDLINK Fiscal Operations (FFP). Responsible for all fiscal matters and receives all FEDLINK payment advices, LC disbursement notifications and all correspondence related to accounting and financial management issues. Understands FEDLINK ordering, amendment and payment processes. Responds to email notifications of requests for delivery order funding decreases as required within 3 business days. Knows the dollar value of orders placed (billed and unbilled) and the status of FEDLINK contractor payments.
 - i. Contact for Customer Service. Primary contact for FEDLINK customers; listed on the FEDLINK web site.

L.5.3. PAST PERFORMANCE

Assessed on the basis of evidence of competent and successful experience in procurement of the same or similar nature. The Offeror shall provide the following contact information for all references:

1. Client institution name
 2. Name and title of client contact person
 3. Telephone number of contact person
 4. Email address of contact person
 5. Contract number
 6. Dollar value of contract
 7. Time period of contract
 8. Description of the project, including products and services provided, and relevance of the past performance to this solicitation.
- The proposal shall demonstrate that the company has the facilities required to provide adequate support for the services proposed.

Offerors shall request that the contact person at the institutions identified above complete and submit the past performance questionnaire found in Attachment J.2 of this solicitation directly to the Contracting Officer, Marvin Ross at mross@loc.gov, and fedlinkcontracts@loc.gov. Questionnaires must be received no later than the response date specified in the solicitation.

L.5.4. Sample Materials

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

- 1. Technical Samples.** The Offeror shall provide a copy of its commercial pricelist, catalog or other listing of services which the vendor can provide.
- 2. Sample Monthly Sales Report.** The sample Monthly Sales Report (as described in Section H) should demonstrate capability to report on transfer pay customers. The Offeror should show that the reporting procedures are established, can be considered standard operating procedure, and have been in existence for some time.
- 3. Invoices.** Because FEDLINK processes approximately 90,000 invoices per year, it is critical that all invoices be formatted and submitted properly. Offeror shall provide sample invoices that demonstrate its capability to follow invoicing procedures established in Section G.3.2-3.5. Note that Task Order number with FEDLINK ID must be on all invoices.

L.6. FAR PROVISIONS AND NOTICES.

1. Solicitation Provisions Incorporated by Reference (FAR 52.252-1 FEB 1998). This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The contractor is cautioned that the listed provisions may include blocks that must be completed by the contractor and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the contractor may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <https://acquisition.gov/far/>

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

NUMBER	DATE	TITLE
52.215-1	NOV 2021	Instructions to Offerors Competitive Acquisition
52.216-27	OCT 1995	Single or Multiple Awards

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

The Government contemplates award of multiple Indefinite Delivery, Indefinite Quantity (IDIQ) Contracts resulting from this solicitation.

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

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

The Library of Congress
 FEDLINK Contracts Office
 ATTN: Marvin Ross
 101 Independence Avenue, SE,
 John Adams Bldg., Room LA-318
 Washington, DC 20540-9414
 Email: mross@loc.gov

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

52.204-7 System for Award Management (Oct 2018)

(a) *Definitions.* As used in this provision--

"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

"Registered in the System for Award Management (SAM)" means that--

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM;
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record "Active".

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

- (b)(1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company physical street address, city, state, and Zip Code.
- (4) Company mailing address, city, state and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

(End of provision)

Section M - Evaluation Factors for Award

M Evaluation Factors for Award

M.1. EVALUATION, EVALUATION FACTORS, AND BASIS FOR AWARD

The Contracting Officer will screen quotation packages to identify and eliminate any proposals that are so incomplete or non-conforming/non-responsive to the instructions or terms and conditions of the solicitation or other solicitation requirements, as to preclude a meaningful evaluation. The Contracting Officer reserves the right to eliminate any offer from further evaluation or consideration for award if that offeror's proposal package fails to comply or conform to the solicitation's minimum specifications, instructions or terms and conditions, or is missing information requested in this solicitation.

FEDLINK anticipates award of multiple IDIQ contracts resulting from this solicitation.

FEDLINK reserves the right to award based upon initial proposals but may enter discussions with one or more offerors if it is determined to be in the best interest of the Government. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

A "trade-off" analysis approach will be conducted through an integrated assessment among price and non-price factors. Non-price factors, when combined, are significantly more important than price. Awards will be made to offerors whose combination of technical and price proposal represents the best value to the Government and is most advantageous, price and other factors considered.

Best value will be determined through evaluation of the following factors, listed in descending order of importance:

- Factor 1 – Technical Capability
- Factor 2 – Management Approach
- Factor 3 – Past Performance
- Factor 4 – Sample Materials
- Factor 5 – Price

M.1.1. Factor 1 – Technical Capability

The Government shall evaluate the extent to which the offeror's proposal demonstrates the technical capability to perform the requirements described in the Statement of Work and provides an understanding of the requirements and problems associated with serials acquisition services for federal libraries and information centers. **Ref L.5.1.**

M.1.2. Factor 2 – Management Approach

The Government shall evaluate the extent to which the management approach provides a high level of confidence that the offeror can successfully meet the requirements of this solicitation and communicate effectively with government personnel. Corporate experience shall be evaluated for the likelihood of successful contract performance as demonstrated by the offeror's experience providing services for contracts of similar scope to the solicitation requirements. The Government shall evaluate the offer to assess the extent to which

the offeror's response identifies personnel with qualifications and expertise to successfully manage all aspects of LC/FEDLINK and FEDLINK Member services. **Ref L.5.2**

M.1.3. Factor 3 – Past Performance

The Government shall evaluate the past performance information submitted in accordance with Section L of the solicitation to assess the level of risk of the offeror's ability to successfully perform the contract. The Government reserves the right to consider any source of past performance information, including prior performance on FEDLINK contracts and orders or records contained in the Contractor Performance Assessment Reporting System (CPARS). The offeror shall be evaluated neither favorably nor unfavorably on past performance if no relevant information on past performance is provided by the offeror or obtained by FEDLINK. **Ref L.5.3.**

Proposal submission instructions: Offerors shall use Attachment J-2 to provide detailed references for a maximum of three (3) relevant current contracts and/or completed contracts (Government or commercial) performed within three (3) years from the solicitation release date that are relevant to this procurement. References may be for the prime or subcontractors; however, at least one (1) shall concern the relevant past performance of the prime. To ensure inclusion of all references in the evaluation process, the offeror is encouraged to provide The Library with the most current data on each reference. The information must be clear as to whether the work was done by the prime contractor or a subcontractor. Offerors shall limit their response to the information requested below:

- (1) Customer name, address, e-mail address and telephone number;
- (2) Contract number, period of performance, and total dollar amount;
- (3) Point of contact (names and telephone numbers of the CO and CO's Technical Representative);
- (4) The geographic scope; and
- (5) A description of:
 - (i) How the submitted reference demonstrates the Offeror's performance as a prime or subcontractor for a contract of similar size and scope and the same type of services being solicited under this solicitation;
 - (ii) The associated service level agreements and the Offeror's success in meeting them;
 - (iii) The Offeror's overall management control of any subcontractor(s) for this contract and how this relationship provided quality service to the customer;
 - (iv) The quality of technical support the Offeror provided to the customers under this contract and the Offeror's ability to face challenges resulting from such an effort; and
 - (v) What solutions and how the Offeror provided solutions to resolve any problems encountered for the referenced contract.

M.1.4. Factor 4 – Sample Materials

The Offeror's proposal shall be evaluated on whether it provides samples of all required materials and the degree to which the sample materials demonstrate the capability to report on customer orders and demonstrate that reporting procedures are established and can be considered standard operating procedure. **Ref L.5.4.**

M.1.5. Factor 5 – Price

Pricing must be fair and reasonable as determined by a FEDLINK contracting officer. The Government may reject an offer if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work. Offerors must submit information in accordance with H.6 of this RFP regarding Financial Capability to Prepay Publishers.

The Library reserves the right to evaluate the prices for price realism.

M.2. SELECTION

The award of any resultant IDIQ contracts will be based upon a review and a comparative assessment of the offeror's proposal against the Library's evaluation factors listed above. After an initial evaluation, the Library of Congress may enter into discussions with the vendors selected for the competitive range. The Contracting Officer may 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.

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

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

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(End of provision)