

SOLICITATION, OFFER AND AWARD

1. Certified for National Defense under BDSA Reg 2 and/or DMS Reg. 1	RATING N/A	PAGE A-1 OF 32 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. RFP# S-LC02008	4. TYPE OF SOLICITATION Negotiated (RFP)
5. DATE ISSUED August 28, 2001	6. REQUISITION/PURCHASE NO. PR# 160141	
7. ISSUED BY The Library of Congress Contracts & Logistics Service-FEDLINK 101 Independence Avenue, SE Washington, DC 20540-9414	8. ADDRESS OFFER TO (If other than Item 7)	

NOTE: In sealed bid solicitations, "Offer and offeror" mean "bid and bidder."

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in The Schedule will be received at the place specified in Item 8, or if hand carried, in the depository listed in block 7, **until 2:00 pm EST October 24, 2001.**
CAUTION - LATE submissions, modifications, and withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Deborah Burroughs	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (202) 707-0460 FAX (202) 707-0485
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within ____ calendar days (90 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAY (See Section I, Clause No. 52.232-8)

10 Calendar days _____ %	20 Calendar days _____ %	30 Calendar days _____ %	____ Calendar days _____ %
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
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15.A NAME AND ADDRESS OF OFFEROR	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
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Code: Facility:

DUNS NUMBER _____

15.B Telephone No. (Include Area Code) _____

15.C Check if remittance address is different from above. Enter such address in schedule.

17. SIGNATURE	18. OFFER DATE:
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AWARD (To be completed by the Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT AWARDED	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION

10 U.S.C. 2304(c) () 41 U.S.C. 253 (c)(0)

23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM _____:

(4 copies unless otherwise specified)

24. ADMINISTERED BY <i>(If other than Item 7)</i>	25. PAYMENT WILL BE MADE BY
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26. NAME OF CONTRACTING OFFICER <i>(type or print)</i>	27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>
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28. AWARD DATE

IMPORTANT - Award will be made on this Form or on Standard Form 26, or by other authorized official written notice.

EXCEPTION TO STANDARD FORM 33 (REV. 4/85)

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p style="text-align: center;">SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>Prices are firm and not subject to increase for the performance period of this basic ordering agreement (BOA).</p> <p>It is hereby certified that the prices provided herein do not include the provisions for the sale, lease, or rental of equipment. The services specified in Section B of this agreement are the only ones that will be provided during the performance period of the award.</p> <p>It is hereby certified that offeror has a current agreement with OCLC Online Computer Library Center, Inc. and serves as an "OCLC Affiliated Network" under the terms of that agreement.</p> <hr/> <p>— Signature of Certifying Officer</p>				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
LOT 1 - REQUIRED TRAINING SERVICES					
1001	Classes in core OCLC subject areas (access, searching, cataloging, interlibrary loan, reference)				
1002	Other training services in core OCLC areas				
1003	Discount for FEDLINK members				
LOT 2 - OPTIONAL TRAINING SERVICES					
2001	Onsite training at member facilities				
2002	Travel to member facilities - actual costs A. Transportation Air Fare Car Rental, etc. B. Lodging C. Per Diem D. Incidentals (regular class transportation, lodging, per diem and incidentals at rates not to exceed Government standards)				
2003	Other regular classes, workshops, special events				
2004	Network publications				
2005	Other training services				
	Discount for FEDLINK members				

SECTION C - STATEMENT OF WORK

C.1. BACKGROUND.

The Library of Congress (the Library or LC) has established a contract with the OCLC Online Computer Library Center (OCLC) that enables federal libraries and information centers to become members of the OCLC consortium. The centerpiece of the OCLC consortium is the WorldCat online database of over 40 million bibliographic records created by member libraries. The database is essentially an electronic catalog of the holdings of libraries around the world. Federal libraries use the OCLC database and other OCLC bibliographic systems and services for cataloging, interlibrary loan, reference, acquisitions, and collection development work.

Under the LC/OCLC agreement, the Library's FEDLINK program serves as an "OCLC Affiliated Network" (Network) for federal libraries. As a Network, FEDLINK provides federal OCLC member libraries with: 1) a federal procurement vehicle and accounting service; 2) administrative and technical support; and 3) training in the proper use of OCLC online systems. OCLC has similar agreements with approximately 15 non-profit organizations throughout the country which serve as Networks for local academic, public, K-12 school, and corporate libraries.

FEDLINK has approximately 800 OCLC member libraries, from every branch of the U.S. federal government, located in all 50 states and at U.S. facilities overseas. To serve them fully, FEDLINK requires the assistance of other OCLC Networks to provide training and technical support to libraries located in the Networks' regional service areas.

C.2. SCOPE OF WORK.

C.2.1. Required Training Services. The Network shall provide training in OCLC systems and products in the core service areas defined in standard OCLC/Network agreements, to include: OCLC communications and access methods; searching the OCLC WorldCat database, authority files, reference databases, and other files; performing copy cataloging, original cataloging, and interlibrary loan via the system; and administering OCLC services such as FirstSearch. Classes shall refer to current OCLC standards and documentation, use current OCLC software, and incorporate hands-on practice in live OCLC systems whenever possible. Training shall be conducted in the Network's facilities, which shall be fully equipped to access OCLC systems. Instructors shall be familiar with OCLC systems and procedures, knowledgeable in the standards and practices of librarianship, and able to communicate effectively with students of different backgrounds and levels of expertise.

C.2.2. Optional Training Services. In addition to classes in the core OCLC service areas, the Network may offer to FEDLINK members any of the other classes, workshops, or special events the Network routinely offers its own members. The Network may also offer subscriptions to its newsletters or other training materials.

In addition to training in its own facilities, the Network may also provide on-site training at member library locations, at host library sites or regional centers, and/or via distance learning

technology. Travel costs shall be a pass-through of actual rates. Transportation costs shall not exceed commercial rates for regular class fare. Lodging and per diem costs shall not exceed the Government's standard rates as published on the General Services Administration website at:

<http://policyworks.gov/org/main/mt/homepage/mtt/perdiem/travel.shtml>

Instructors shall be knowledgeable in the standards and practices of librarianship, computer science as applied to library and information services, or other relevant subject areas, and shall be able to communicate effectively with students of different backgrounds and levels of expertise.

SECTION E - INSPECTION AND ACCEPTANCE

E.1. NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.246-2 INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996)
52.246-4 INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)

SECTION F - DELIVERIES OR PERFORMANCE**F.1. NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

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

F.2. PERIOD OF PERFORMANCE. The period of performance of this Basic Ordering Agreement shall be from date of award through September 30, 2002 with four one-year option periods available. The Library reserves the right to exercise an option to renew the BOA as may be in the government's best interest. The contracting officer shall provide written preliminary notice of intent to exercise the option at least 60 days prior to BOA expiration, in accordance with FAR 52.217-9 and FAR 16.703. All option year pricing will be negotiated.

SECTION G - CONTRACT ADMINISTRATION DATA

The following abbreviations and acronyms are used in this section and in working with FEDLINK to administer LC/FEDLINK agreements:

BOA	Basic Ordering Agreement	FFO	FEDLINK Fiscal Operations
C&L	LC Contracts & Logistics	FNO	FEDLINK Network Operations
CBD	Commerce Business Daily	FSD	LC Financial Services Directorate
COTR	Contract Officer's Technical Representative	FY	Fiscal Year
IAG	Interagency Agreement	DO	Delivery Order (transfer pay)
FAR	Federal Acquisition Regulation	LC	Library of Congress
NTE	Not to Exceed		

G.1. LC/FEDLINK BASIC ORDERING AGREEMENTS.

(a) The contractual vehicle issued as a result of this solicitation shall be a Basic Ordering Agreement (BOA) pursuant to FAR 16.7. The Network shall maintain constant pricing and discount schedules under this BOA for the period from date of award through September 30 of each fiscal year.

(b) For the life of the BOA, the Network shall offer no services other than those specified in this BOA unless specific application is made to LC C&L to modify this BOA to incorporate additional services and/or changes. Any new services or changes which are approved by the LC Contracting Officer shall be officially added to the BOA by modification. Submit requests for approval to modify the BOA to:

The Library of Congress
 Contracts & Logistics Services-FEDLINK
 101 Independence Avenue, SE
 Washington, DC 20540-9414

(c) Any Network correspondence, announcements, notification of offering, catalogs, etc. that reference services offered through the LC/FEDLINK BOA shall be submitted to LC/FEDLINK for approval. Submit correspondence, prior to release, for approval to:

FEDLINK Fiscal Operations
 ATTN: Vendor Services Coordinator
 The Library of Congress
 101 Independence Ave., SE
 Washington, D.C. 20540-4935

G.2. ESTABLISHING SERVICE.

(a) LC/FEDLINK services to federal libraries and other federal offices are provided under authority of the Library of Congress Fiscal Operations Improvement Act, P.L. 106-481, Section 103, (2 U.S.C. §182c). To participate in the program, an agency must sign an interagency agreement (IAG) with LC/FEDLINK that identifies the services the agency requires and the amount of funding the agency will transfer to LC to pay for those services.

(b) After the agency's IAG is signed, LC/FEDLINK will issue a delivery order on behalf of the agency to each vendor the agency requested on its IAG in the exact amount identified on the IAG. A delivery order issued to the Network authorizes the Network to accept individual orders (e.g., class registrations) directly from the member agency up to the cumulative "not to exceed" (NTE) amount shown on the delivery order and to invoice the member's account at LC/FEDLINK for services rendered. The delivery order is not a guarantee of business for the total NTE amount. The Government is not liable for services or products provided in excess of the NTE dollar amount. Authority to provide service under an LC delivery order expires on September 30, 2002 and each subsequent September 30 for each option year exercised. If the Network declines to accept the member agency's delivery order, the Network shall so note on the delivery order and return it to LC/FEDLINK within 5 days of receipt.

(c) During the fiscal year, the member agency may amend its IAG with LC/FEDLINK to adjust the funding for the services it acquires through the program. Should the member request a change in the funding of its Network delivery order, FEDLINK will issue a delivery order modification that increases or decreases the NTE amount accordingly. Before decreasing the amount on a delivery order for a member, FFO will contact the Network to determine whether there are outstanding invoices for the member and reserve an appropriate amount of funding in the member's account. In such instances, the Network will have three days to respond to FFO's request for invoice information. If there is no response from the Network after three days, FFO will reduce the member's Network NTE funding amount in accordance with the member's instructions.

(d) FEDLINK assigns a unique four-character FEDLINK ID to each member. After receiving the delivery order, **all** Network correspondence and oral communications with FEDLINK regarding members shall identify the member by the FEDLINK ID as indicated on the delivery order. The Network may also assign its own account numbers, user IDs or other identifiers to members, but may not use these identifications instead of the FEDLINK ID. The member's OCLC symbol alone is not sufficient.

G.3. GENERAL INVOICE INSTRUCTIONS.

(a) An invoice is the vendor's bill or written request for payment under the delivery order for supplies delivered or services performed. The Network shall prepare a separate invoice for each FEDLINK customer as represented by a FEDLINK ID and submit invoices to FFO for review and processing. FFO will forward approved invoices to LC/FSD for payment.

(b) All proper invoices shall include the information specified below and be formatted as specified below. Invoices that do not meet these specifications are considered defective and will be rejected and returned to the Network without payment. Invoices for products/services that exceed the funding level authorized on the delivery order will be rejected for insufficient funds and returned to the Network without payment. FEDLINK will not make partial payments to accommodate member funding levels. Rejected invoices will be accompanied by a form indicating the reason for rejection. The Network shall promptly resubmit the invoice when the condition(s) causing the rejection have been corrected.

(c) The Network shall submit invoices to FEDLINK promptly after providing authorized service to the member. For each FEDLINK customer, the Network shall provide not less than one original **and** one copy of each invoice. Invoices should be submitted on a regular cycle. Invoices should

be separated by fiscal year, and sorted alphabetically by FEDLINK ID. The Network shall submit invoices to the following address:

FEDLINK Fiscal Operations
 ATTN: Invoice Processing
 The Library of Congress
 101 Independence Ave., SE
 Washington, DC 20540-4935

G.4. INVOICE DATA.

(a) Invoice Data Elements: The Vendor shall supply the following information on all invoices:

- (1) Vendor identification information required on all invoices:
 - Name and address of the vendor
 - LC/FEDLINK BOA Number
 - S Two-character FEDLINK Service ID assigned to the Vendor.
 - S Name and address of vendor's official to whom payment is to be mailed or sent via Electronic Funds Transfer (EFT) (shall be the same as that in the BOA or in a proper notice assignment approved by LC/C&L).
 - S Name (where applicable), title, phone number and mailing address of person to be notified in event of defective invoice.

- (2) Member identification information required on all invoices:
 - Name and address of agency using service
 - S Delivery order/modification number
 - S FEDLINK ID and FEDLINK IAG number.

- (3) Order information required on all invoices:
 - S Invoice number. Invoice number should uniquely identify the invoice, as specified below.
 - S Invoice date in mm/dd/yy format.
 - S Order date in mm/dd/yy format. Order date is the date the FEDLINK member placed the order with the vendor.
 - S Contract line item number, where practicable, or descriptive information sufficient to identify Schedule B item which corresponds to invoiced item.
 - S Description, quantity, unit, unit price, and extended price of supplies delivered or services performed.
 - S Any other information or documentation required by other specific requirements elsewhere in the BOA
 - S Any prompt payment discount.
 - S An invoice copy submitted as replacement for an original shall be certified as a duplicate original.

(b) Invoice Number. Individual invoices shall have unique numbers. Any invoice

(including credit invoices) with a number which duplicates another invoice's number is defective and will be rejected.

(c) **Fiscal Year of the Invoice.** An invoice reflects individual items/services ordered by the customer in accordance with an authorized delivery order. The fiscal year to which an invoice must be charged is governed by the date of the delivery order, not by the vendor's invoice date. Thus, items ordered on September 30th against a current delivery order will be charged to the then-current fiscal year, even though they may not be delivered and invoiced until after the next fiscal year has begun. It is therefore extremely important that the order date be clearly identified on the invoice and that it correctly reflect the fiscal year with which the particular item orders are associated. The vendor shall not combine charges from separate fiscal years on a single invoice.

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

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

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

Duplicate Original
 Payment Not Received
 Signed _____
 Date _____

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

(h) **Electronic Invoicing.** As FEDLINK expands the capabilities of its automated accounting system, it may be possible to accept invoice data electronically, on diskette or via Internet file transfer. If the vendor wishes to provide invoice data in computer-readable formats, it should supply FEDLINK with a sample file for evaluation.

(i) **Reimbursable Costs.** The vendor will be reimbursed for costs incurred to perform training at the member's facility in accordance with Section. B, CLIN 2002. The Vendor shall provide a detailed itemized list of expense items including final total costs. This list shall be submitted, attached to the original invoice, for payment.

G.5. INVOICE REVIEW AND PAYMENT.

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

(a) **Return of Improper Invoices.** If the invoice does not comply with requirements herein, the vendor shall be notified of the defect within 15 days after receipt of the invoice at the designated billing office. Untimely notification by the Government shall be taken into account in the computation of any interest penalty owed the vendor in the manner described in subparagraph G.3.7 of this clause. Rejected invoices shall be accompanied by a form indicating the reason for the rejection and may be resubmitted when the condition(s) causing the rejection is corrected.

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

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

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

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

(d) **Electronic Funds Transfer (EFT)** (*FAR 52.232-33, MAY 1999*). In accordance with the Debt Collection Improvement Act, all FEDLINK payment to vendors shall be made via electronic funds transfer (EFT). The vendor shall complete the "Vendor Survey Form" obtained from LC C&L to provide the information necessary to transmit payments to the vendor's financial institution. Payment shall be considered as being made on the effective date of the EFT.

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

G.6. INTEREST PENALTY PAYMENTS.

(a) Conditions for Interest Payment. An interest penalty shall be paid automatically by the designated payment office, without request from the vendor, if payment is not made by the due date and the conditions listed in this clause are met, if applicable. An interest penalty shall not be paid on agreements issued to foreign vendors outside the United States for work performed outside the United States. Conditions for interest payments are:

(1) A proper invoice was received by the designated billing office.

(2) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or vendor compliance with any contract term or condition.

(3) In the case of final invoice for any balance of funds due the vendor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the vendor.

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

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

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

(1) The period taken to notify the vendor of defects in invoices submitted to the Government, but this shall not exceed 15 days.

(2) The period between the defects notice and resubmission of the corrected invoice by the vendor.

(3) For incorrect EFT information, in accordance with the EFT clause of this agreement.

(4) Interest penalties shall not continue to accrue after the filing of a claim for such penalties under the FAR clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(5) Interest penalties are not required on payment delays due to disagreement between the Government and vendor over the payment amount or other issues involving contract compliance or the amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, shall be resolved in accordance with the FAR clause at 52.233-1, Disputes, as amended by the Library.

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

G.7. FEDLINK SERVICES TO VENDORS.

LC/FEDLINK shall inform FEDLINK members about the services available under the program. Currently, the FLICC/FEDLINK World Wide Web site has a section devoted to services available to FEDLINK that includes brief descriptions of the products and services offered by FEDLINK vendors, contact information, and active links to vendor e-mail and websites. The Network is invited to submit its contact and link information for inclusion in this web-based FEDLINK catalog. A mailing list of FEDLINK members can be provided to the Network upon written request to the address below. The Network shall pay for costs associated with providing the FEDLINK mailing list.

The Library of Congress
Chief, Office Systems Services
Madison Bldg, Rm 612
101 Independence Ave., SE
Washington, DC 20540-9440

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1. CONDUCT OF WORK.

A Contracting Officer's Technical Representative (COTR) may be designated to represent the Contracting Officer for the purpose of coordinating with the vendor in administering the technical aspects of performance for a particular user's account. The COTR may issue written or oral instructions to fill in details in the scope of work set forth in this BOA via the contracting officer. The COTR is **not** authorized, however, to make any changes which affect the contract amount, terms and conditions. The Contracting Officer is the **only** party authorized to bind the Library of Congress.

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

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

H.3. NEWS RELEASES.

News releases pertaining to this BOA shall not be made without Library approval, as appropriate, and then only upon written approval received from the contracting officer.

H.4. OPTIONS.

This BOA is renewable upon mutual agreement of the parties prior to expiration of the BOA term. If this option for renewal is exercised, the BOA as renewed shall be deemed to include this option provision. The Government shall give the Network preliminary notice of its intention to negotiate renewal of the BOA for the following contract year at least 60 days prior to BOA expiration. Failure to respond to the renewal notice from this office in this time frame will require the Network to submit a complete response to a new solicitation by the required closing date. If the Network chooses to respond, certifications shall be submitted to the Government in accordance with the requirements of the renewal notice.

SECTION I - CONTRACT CLAUSES

I.1. 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)

NUMBER	DATE	TITLE
52.204-4	AUG 2000	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER.
52.213-4	JUN 2000	TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)
52.214-34	FEB 2000	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE.
52.214-35	FEB 2000	SUBMISSION OF OFFERS IN U.S. CURRENCY.

I.2. FAR 52.215-2 AUDIT AND RECORDS--NEGOTIATION. (AUG 1996)-- As Modified by the Library of Congress (SEP 1996)

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

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

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

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

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

- (1) The Librarian of Congress, or an authorized representative of the Librarian of Congress and the Comptroller General of the United States, or an authorized representative of the Comptroller

General, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

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

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

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

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement; and

(2) Records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

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

(End of Clause)

1.3. (FAR 52.222-3) CONVICT LABOR (AUG 1996)--As Modified by the Library of Congress (AUG 1996)

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

I.4. (FAR 52.233-1) DISPUTES (OCT 1995)--As Modified by the Library of Congress (NOV

1996)

(a) Contracts under this BOA are not subject to the Contract Disputes Act of 1978, as amended (41 U.S.C.601-613).

(b) All disputes arising under or relating to this BOA shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under this clause until certified as required by subparagraph (d)(2) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under this clause. The submission may be converted to a claim under this clause if it is disputed either as to liability or amount, or is not acted upon in a reasonable time, by complying with the submission and certification requirements of this clause.

(d) (1) A claim by the Contractor shall be made in writing and unless otherwise stated in this contract submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) Contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals to the Chief of the Contracts and Logistics Services who will serve as the Hearing Officer to review the decision.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use ADR. If the Contractor refuses an offer for alternative dispute resolution, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request. When using arbitration pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph (d)(2)(iii) of this clause, and executed in accordance with subparagraph (d)(3) of this clause.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

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

I.5. (FAR 52.252-2) CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

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

**SECTION K - REPRESENTATIONS, CERTIFICATIONS,
AND OTHER STATEMENTS OF OFFEREORS**

**K.1. (FAR 52.203-2) CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
(APR1985)**

(a) The offeror certifies that--

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

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

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

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

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

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

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

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

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

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

(End of Provision)

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

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

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

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

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

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

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

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

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

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

(End of Provision)

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

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

TIN: _____

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____

(f) Common parent.

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

Name and TIN of common parent:

Name _____

TIN _____

(End of Provision)**K.3. (FAR 52.204-6) DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name _____.
- (2) Company address _____.
- (3) Company telephone number _____.
- (4) Line of business _____.
- (5) Chief executive officer/key manager _____.
- (6) Date the company was started _____.
- (7) Number of people employed by the company _____.
- (8) Company affiliation. _____.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)**K.4. (FAR 52.219-1) SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001)**

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

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

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

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

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

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

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

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

K.5. (FAR 52.222-22) PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

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

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

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

(End of Provision)

K.10. (FAR 52.222-25) AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

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

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

(End of Provision)**K.6. (FAR 52.223-13) CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

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

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

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

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

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

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

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)**K.7. AUTHORIZED NEGOTIATORS**

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: *[list names, titles, and*

telephone numbers of the authorized negotiators].

K.8. FACSIMILE NUMBER

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

FAX NUMBER : _____

K.9. E-MAIL ADDRESS

The offeror shall indicate below the e-mail address (if applicable) to which the Government may send communications electronically.

E-MAIL ADDRESS: _____

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

SIGNATURE: _____

TITLE: _____

DATE: _____

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

Abbreviations used in this section:

BOA	Basic Ordering Agreement	C&L	LC Contracts & Logistics
CFR	Code of Federal Regulations	CLIN	Contract Line Item Number
COTR	Contract Officer's Technical Representative	FAR	Federal Acquisition Regulation
FFO	FEDLINK Fiscal Operations	FNO	FEDLINK Network Operations
LC	Library of Congress	RFP	Request for Proposal
SOW	Statement of Work	TRP	Technical Review Panel

L.1. BASIC PROPOSAL REQUIREMENTS.

(a) Costs and Certifications. Include the material listed below, in the order given below. The RFP sections listed below will be incorporated into an award resulting from this solicitation. Submit three print copies.

- (1) Section A - Solicitation, Offer and Award. Complete sections 15, 16, 17 and 18 of the Standard Form 33 that is the cover page of the solicitation.
- (2) Section B - Supplies or Services and Prices/Costs. Sign the certification that no products/services listed as exclusions in the statement of work will be provided under the award from this solicitation. Identify the standard prices for your classes and any discounts offered to FEDLINK member in the spaces provided. You may increment the CLINs as necessary, i.e. 1001a, 1001b, 1001c, etc.
- (3) Section C - Statement of Work through Section I - Contract Clauses. Review Sections C through I, and initial your concurrence at the bottom right corner of the first page of each section.
- (4) Section K - Representations, Certifications, and Other Statements of Offerors. Complete all Section K certifications and provide necessary signatures. Attach any additional documents and certifications required by Section K.
- (5) Financial Statement. Provide your organization's latest corporate financial statement.

(b) Technical and Management proposal. The Technical response shall demonstrate your understanding of the training services described in the statement of work and your capability to provide them to FEDLINK members. The Technical response shall address the subjects listed below, in the order given below. Submit two print copies of the Technical response. Your past performance will be assessed on the basis of evidence of competent and successful experience in a procurement of the same or similar nature.

- (1) Submit your standard training catalog or other materials to describe your training services, and supplement them as necessary by narrative description. Products or services, or terms and conditions in your commercial materials that are out of scope of this RFP or that conflict with any of the provisions herein will not be considered part of your proposal and will not become part of the agreement resulting from this RFP. Describe how you will provide FEDLINK customers with information about the classes you offer and the prices you charge.

(2) The Management response shall address company/network facilities and operations, management tools and controls, personnel, and company/network history and experience. Past performance will be assessed on the basis of evidence of competent and successful experience of the same or similar nature. Your response should also address your approach to working with the FEDLINK program and your ability to provide the required services to FEDLINK members.

(c) **Delivery of proposals.** The offeror's name and address, the solicitation number, and the scheduled date and time for receipt of proposals shall be included prominently on the outside of all packages. Packages shall be submitted in accordance with instructions provided in section L.2. (c) below.

L.2. FAR PROVISIONS.

(a) 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 offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far>.

(b) Type of Contract (FAR 52.216-1 APR 1984). The Government contemplates award of a Basic Ordering Agreement resulting from this solicitation and reserves the right to make multiple awards.

(c) Service of Protest (FAR 52.233-2 AUG 1996). Protests, as defined in Section 33.101 of the Federal Acquisition Regulations, 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:

Contracting Officer: Joan M. Fitts

Hand-Carried Address: The Library of Congress
Contracts and Logistics Services, FEDLINK
John Adams Building, 3rd Floor, Room 318
2nd and Independence Avenue, SE
Washington, DC 20540-9414

Mailing Address: The Library of Congress
Contracts and Logistics Service-FEDLINK
101 Independence Avenue, SE
Washington, DC 20540-9414

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

VENDOR ID AND CONTACT FORM

Please complete and return this form with the Technical/Management information.

VENDOR ID:

Company: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ E-Mail: _____
Fax: _____ www: _____
800 Number: _____

LC/C&L CONTACT FOR NEGOTIATION:

Name, Title: _____
Phone: _____ E-Mail: _____
Fax: _____

LC/C&L CONTACT FOR CONTRACT ADMINISTRATION:

Name, Title: _____
Phone: _____ E-Mail: _____
Fax: _____

FFO CONTACT:

Name, Title: _____
Phone: _____ E-Mail: _____
Fax: _____

FNO/COTR CONTACT:

Name, Title: _____
Phone: _____ E-Mail: _____
Fax: _____

MEMBER CONTACT:

Name, Title: _____
Phone: _____ E-Mail: _____
Fax: _____

This is the last page of the solicitation.