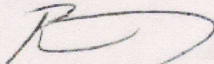
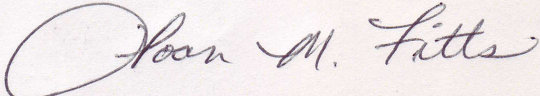


SECTION A STANDARD FORM 1449

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (REV. 4/2002)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>Offeror to complete shaded blocks 17(a), 17(b), 30(a), 30(b) & 30(c)</i>				1. REQUISITION NO.		PAGE 1 OF 45	
2. CONTRACT NO. LC07D7702		3. AWARD/EFFECTIVE DATE 12/04/07		4. ORDER NUMBER		5. SOLICITATION NUMBER LC07R7702	
7. FOR SOLICITATION INFORMATION CALL:		A. NAME Joan Fitts		B. TELEPHONE NUMBER (No Collect Calls) 202-707-0407		6. SOLICITATION ISSUE DATE 09/14/07	
9. ISSUED BY The Library of Congress Office of Contracts and Grants Management FEDLINK Contracts Section, LA 318 101 Independence Avenue, S.E. Washington, DC 20540-9414				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET-ASIDE: FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SM. BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:		11. DELIVERY FOB DESTINATION BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO TO BE SHOWN ON EACH ORDER ISSUED UNDER ANY CONTRACT RESULTING FROM THIS SOLICITATION				16. ADMINISTERED BY TO BE SHOWN ON EACH ORDER ISSUED UNDER ANY CONTRACT RESULTING FROM THIS SOLICITATION			
17a. Contractor/Offeror Name and Address: INTERNET ARCHIVE 116 Sheridan Avenue Presidio of San Francisco San Francisco, CA 94129 Duns Number: 05-945-3410 TELEPHONE NO. 415-561-6767 FAX NO. 415-561-				18a. PAYMENT WILL BE MADE BY TO BE SHOWN ON EACH ORDER ISSUED UNDER ANY CONTRACT RESULTING FROM THIS SOLICITATION			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a <input checked="" type="checkbox"/> SEE ADDENDUM sections F.3.4. and F.4.4.			
19. ITEM NO		20. SCHEDULE OF SUPPLIES/SERVICES DO NOT COMPLETE BLOCKS 19 THROUGH 24. SEE SCHEDULE OF SERVICES BEGINNING ON PAGE 3. (Attach Additional Sheest as Necessary)		21. QUANTITY		22. UNIT	
				23. UNIT PRICE		24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA SEE BLOCK 15						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.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPY TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: Lots 1 and 2			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) BREWSTER NAHLE		30c. DATE SIGNED 11/30/07		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Joan M. Fitts		31c. DATE SIGNED 12/4/07	


Previous Edition Is Not Usable

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SECTION A STANDARD FORM 1449

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (REV. 4/2002)

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<i>Offeror to complete shaded blocks 17(a), 17(b), 30(a), 30(b) & 30(c)</i>							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER LC07R7702			6. SOLICITATION ISSUE DATE 09/14/07
7. FOR SOLICITATION INFORMATION CALL:		A. NAME Joan Fitts		B. TELEPHONE NUMBER (No Collect Calls) 202-707-0407			8. OFFER DUE
9. ISSUED BY <i>Important: When responding, complete all lightly shaded blocks and return the entire package to the address that follows.</i> The Library of Congress Office of Contracts and Grants Management FEDLINK Contracts Section, LA 318 101 Independence Avenue, S.E. Washington, DC 20540-9414			CODE N/A		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET-ASIDE: FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SM. BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:		11. DELIVERY FOB DESTINATION BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
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17a. CODE FACILITY Contractor/Offeror Name and Address: INTERNET ARCHIVE 116 Sheridan Avenue Presidio of San Francisco San Francisco, CA 94129 Duns Number: 05-945-3410 TELEPHONE NO. 415-561-6767 FAX NO. 415-561-			18a. PAYMENT WILL BE MADE BY CO TO BE SHOWN ON EACH ORDER ISSUED UNDER ANY CONTRACT RESULTING FROM THIS SOLICITATION				
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		DO NOT COMPLETE BLOCKS 19 THROUGH 24. SEE SCHEDULE OF SERVICES BEGINNING ON PAGE 3. <i>(Attach Additional Sheest as Necessary)</i>					
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<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.							
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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) BREWSTER MAHLE		30c. DATE SIGNED 11/30/07		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	

SUMMARY OF OFFER

Offeror's Name: INTERNET ARCHIVE

DUNS Number 05 945 3410 **Tax ID Number:** 94-324 2767

Offeror's Address: 116 SHERIDAN AVENUE, THE PRESIDIO OF SF
SAN FRANCISCO, CA 94129

Offeror's Telephone: 415-561-6767 **Offeror's Fax:** 415-840-0391

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

Authorized Negotiators: (List each individual's information)

Name	Title	Email	Phone	Fax
BREWSTER KAHLER	DIGITAL LIBRARIAN	BREWSTER@ARCHIVE.ORG	415.561.6767	415.840.0391

Most Recent Fiscal Year Sales to Federal Government: _____

CERTIFICATION

By signing below, the Offeror represents that, to the best of their knowledge and belief, the information included in this offer is complete, accurate and true. The undersigned certifies that no changes have been made to the solicitation and that the hard copies submitted with the proposal are identical to the Request for Proposal issued under solicitation number LC07R7702.


Signature

BREWSTER KAHLER

11/30/07
Date

B. SCHEDULE OF SUPPLIES/SERVICES**PRODUCTS AND DATA RESOURCES OFFERED/SCHEDULE OF ITEMS (BLOCKS 19-24, SF1449)**

Prices are firm and not subject to increase for the performance period of this contract except as stated herein. Price adjustments may be requested in accordance with the criteria established in FAR 52.216-2, Economic Price Adjustment – Standard Supplies. Requests for price adjustments shall be submitted in accordance with the procedures of Section F.1.2(a) of this contract. Contract period shall be for one base year with four one-year option periods. Option years will be exercised in accordance with the clauses in Section C of this contract.

FEDLINK customers may sign basic software and database license agreements; however, terms and conditions of this contract, federal law, and the Federal Acquisition Regulation (FAR) take precedence.

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.

All payments shall be in accordance with the terms of Section F of this contract.

B.1. STATEMENT OF WORK**B.1.1 INTRODUCTION / BACKGROUND**

B.1.1.1. DIGITIZATION INITIATIVES. The Library of Congress (the “Library” or “LC”) was awarded a grant by the Alfred P. Sloan Foundation to digitize thousands of public domain books from the Library’s collections and to make the digital files freely available to the public. The grant also tasked the Library to develop, test, and share best practices for cost-effective, non-destructive scanning of large volumes of bound materials, with emphasis on handling brittle books, books with foldouts or other special format characteristics, and other library materials that are typically difficult to scan. In addition, the Library was tasked to work with the Internet Archive to develop an open source page turner, and other applications to support digitization, creation of metadata, and public access.

The Library has determined that it would be beneficial to both the public and the Federal library community to encourage Federal agencies to leverage the Library’s expertise in digitization, metadata and standards, and its investment in facilities. The development of best practices and support applications under the project will also benefit from the experience other Federal agencies have gained in digitizing materials from their collections to suit their agency’s requirements, in service of their community of users. Federal libraries’ goals of increasing public access to their collections will benefit from the Internet Archive’s expertise in creating and managing digital items and its commitment to free public access.

Therefore, the objective of this solicitation is to establish an Indefinite Delivery Indefinite Quantity (IDIQ) contract, which defines the terms, conditions, and pricing for services to develop best practices and support applications and to scan high volumes of library materials. Terms and conditions from the IDIQ contract will be incorporated into individual customer agency-specific task orders that obligate customer agency funds. Federal libraries will be able to issue orders under the contract by joining the Library FEDLINK program, which is described below. Many Federal libraries already use Library contracts established through the LC/FEDLINK program to procure database services, serials subscriptions, and other essential library materials and services. As specified in the customer agency’s order, payment for services may be made through a member agency’s LC/FEDLINK account, or may be made directly from the agency to the Internet Archive.

B.1.2. THE LIBRARY OF CONGRESS FEDLINK PROGRAM.

B.1.2.1. PURPOSE. The Federal Library and Information Network (FEDLINK) is a nationwide network, or consortium, of U.S. Federal libraries, information centers and other U.S. Federal offices, the purpose of which is to provide contracting, financial management, professional development and library support services to its members so that they are better able to fulfill their crucial mission of keeping the U.S. Government and the nation informed. Since the program’s inception in 1973, a key element of FEDLINK service has been centralizing and simplifying the information procurement efforts of the Federal library and information center community.

B.1.2.2. FEDLINK PROCESS. Through formal procurement methods, the Library establishes contractual vehicles for commercial information products and services. Federal agencies are allowed to utilize LC/FEDLINK contracts by entering into an interagency agreement (IAG) with the Library to “join” FEDLINK. Federal agencies may not unilaterally cite an LC/FEDLINK contract; a valid IAG with the Library is required. In addition to simplified contracting for libraries, researchers, legal offices, and other units, FEDLINK also offers fiscal support to member agencies. Members may transfer funds to the Library to pay for the agency’s expenditures under an established LC/FEDLINK contract. LC/FEDLINK examines and pays invoices and provides account statements to members. Section G of this solicitation details FEDLINK finance options, the IAG and delivery order process, and invoicing and payment procedures.

B.1.2.3. FEDLINK SERVICES. LC/FEDLINK contracts cover a broad range of commercial information services and products. These include subscriptions to online and CD-ROM database retrieval services, gateway access services, membership in bibliographic utilities such as OCLC, subscriptions to periodicals, and the acquisition of books and other library materials. All types of libraries and other U.S. Federal offices use FEDLINK services: general and technical libraries, legal offices, training centers, public affairs offices, laboratories, researchers, and so on. In FY06, Federal agencies procured over \$110 million through LC/FEDLINK contracts. This solicitation for Internet Archive services is issued on behalf of the more than 800 entities that participate in FEDLINK. Libraries, information centers and other Federal offices that use Internet Archive services, information services or acquire publications are included in the terms “customer” or “member” in this contract.

B.1.2.4. AUTHORITY FOR FEDLINK SERVICES. Organizationally, FEDLINK is a program of the Federal Library and Information Center Committee (FLICC) and is managed by the Library of Congress. FLICC’s mission is to foster excellence in Federal library and information services through interagency cooperation and to provide guidance and direction for FEDLINK. FLICC is also responsible for making recommendations on Federal library and information policies, programs, and procedures to Federal agencies and to others concerned with libraries and information centers. The mission of FEDLINK is to serve Federal libraries and information centers as their purchasing, training, and resource-sharing consortium. The Library operates FEDLINK under the statutory authority of the Library of Congress Fiscal Operations Improvement Act (Pub. L. 106-481, 2 U.S.C. § 182c), which established FEDLINK as a Federal revolving fund program. FEDLINK is recognized by the Office of Management and Budget and the Government Accountability Office, both of which encouraged the program’s development and use by Federal agencies.

B.2. SCOPE OF WORK.

This contract covers: (1) the development of best practices and support applications for cost-effective, non-destructive scanning of high volumes of library materials, especially materials that are typically difficult to scan; and (2) the provision of scanning services to make such materials freely available to the public via the Internet. Materials to be scanned will be limited to works in the public domain, and shall not include agency records or materials that are subject to legal restrictions that prevent making them freely available to the public.

B.3. LOT 1 – DEVELOPMENT, TESTING AND PUBLIC RELEASE OF BEST PRACTICES AND SUPPORT APPLICATIONS

Under this lot, the Internet Archive will work with the customer to develop, test and document effective processes, standards, and technologies for safely and efficiently converting high volumes of analog materials to digital format, and for organizing and providing access to the digitized materials. Such collaborations shall be pursuant to customer task orders. The products of the collaboration among the Internet Archive and the customer, under this lot shall be made publicly available. Details regarding each customer project will be set forth in a task order issued by such customer to the Internet Archive. The Internet Archive will notify such customer of its acceptance or rejection of such task order within 10 days after receipt of such task order. If Internet Archive rejects the task order, Internet Archive will provide the customer with a summary explanation.

B.3.1. BEST PRACTICES. The Internet Archive shall work with the customer to develop and document best practices for high volume, high throughput, non-destructive scanning of library materials pursuant to the task order between the Internet Archive and the customer. As appropriate, such best practices documents may include: work breakdown structures; materials handling instructions; standards for images, metadata, and quality assurance; and specific strategies for risk management and problem resolution. As set forth in the customer task order, best practices documents may be accessible on a public website available through the Internet Archive (e.g., the Internet Archive website or a website associated with the Open Content Alliance) and may be delivered to the customer in a mutually-agreed electronic format.

B.3.2. OPEN SOURCE SUPPORT APPLICATIONS. The Internet Archive and the customer may develop, test, implement, and release new software applications that support the digitization of library materials; the capture or creation of metadata; and the organization, display and navigation of digitized materials, subject to their task order regarding the tasking and payment details for such development efforts. Software applications first developed under this contract shall be open source. Their code shall be made freely available to the public, and users shall be able to use, modify and redistribute the software code without restriction and without charge.

B.3.3. PILOT PROJECTS. Where possible and subject to the task order between the Internet Archive and the customer, the parties' development of best practices and support applications under Sections B.3.1. and B.3.2 shall be integrated with the scanning of limited collections of materials on a pilot basis. This will provide the dual benefits of having a population of test materials as processes and applications are being developed, and creating higher value digital content as processes and applications are being improved. It is expected that scanning efficiency will not be as great during the development process.

B.4. LOT 2 – DIGITIZATION AND FREE PUBLIC ACCESS.

Under this lot, the Internet Archive will scan materials provided by the FEDLINK customer, create required metadata, make the resulting digital files available to the customer for download, and make the digital files freely available to the public for viewing and download. Details regarding each customer project will be set forth in a task order issued by such customer to the Internet Archive. The Internet Archive will notify such customer of its acceptance or rejection of such task order within 10 days after receipt of such task order. If Internet Archive rejects the task order, Internet Archive will provide the customer with a summary explanation. In completing the tasks set forth in such task order, the Internet Archive will apply processes and techniques that provide for high throughput scanning with minimal risk of damage to customer materials and will provide all necessary personnel and equipment for these tasks. The Library of Congress will provide physical facilities and logistical support for this activity. (See Section B.5.)

B.4.1. DIGITIZATION OF PUBLIC DOMAIN MATERIALS.

B.4.1.1. MATERIALS TO BE SCANNED.

B.4.1.1.a. Selection by FEDLINK Customer. The customer shall be responsible for selecting content and making an initial determination regarding the suitability of materials for scanning. The customer task order shall provide a detailed description of the materials to be scanned.

B.4.1.1.b. Formats. Materials are expected to be primarily bound books. Bound materials may include foldouts or other special features, and may be in brittle condition. Scanning orders may also include other format materials, including, for example, maps or other large printed objects, and photographs. Task orders for non-book materials, if any, shall address the specific needs of the customer and such variations from the standard digitization process as are necessary to work with the materials to be scanned.

B.4.1.1.c. Content to be Scanned. Materials selected for scanning by the FEDLINK customer will be works that are in the public domain, unless otherwise agreed to by the parties. The determination of copyright protection is the responsibility of the customer and will be based on date and place of publication. The customer shall be responsible for ensuring that use of the digital copy is authorized by the relevant copyright holders or by law. The customer acknowledges and agrees that the Internet Archive intends to make all materials scanned under this contract available to the public by posting digital files of such materials on the Internet Archive website, and each customer is responsible for notifying the Internet Archive if any item to be scanned cannot be made so publicly available. If either the Internet Archive or the customer determines that the selected content, or a portion thereof, previously thought to be in the public domain, is actually subject to copyright, such party shall promptly notify the other party in writing. If the Internet Archive or the customer discovers a work is protected by copyright after digitization, and the copyright owner of such item does not authorize it to be made publicly available, all files related to the digital representation of that work shall be removed from the Internet Archive website and from the customer's website.

B.4.1.1.d. Additional Content Limitations. Customer will not provide materials to Internet Archive that include items subject to national security classification or protection under the Privacy Act, the Health Insurance Portability and Accountability Act (HIPAA), or similar statutes that protect individual rights. Furthermore, customer-provided materials will not include customer agency records subject to the Records Management and Disposal provisions of chapters 31 and 32 of title 44 of the U.S. Code.

B.4.1.1.e. Examination. Before scanning an item, the Internet Archive shall examine the item and determine its suitability for scanning. Materials deemed unsuitable for scanning shall not be scanned and shall be promptly returned to the customer.

B.4.1.1.f. Liability for Lost or Damaged Items. The Internet Archive shall use reasonable efforts to handle, store, transport materials to be digitized, and protect such materials from damage, loss, or destruction. The Internet Archive shall be liable for damage or loss of the original items owned by the customer which would have been avoided by the Internet Archive exercising reasonable care. The Internet Archive's liability for damaged, lost, or destroyed items shall not exceed the appraised value (if one exists) of the items or the cost of replacing or repairing the damaged or lost items, with a maximum liability of \$250 per item, provided that customer has notified Internet Archive of the issue within 10 days after Internet Archive returns the materials to customer. The customer shall hold the Internet Archive harmless for items designated as brittle which are damaged during scanning, provided the Internet Archive adheres to the strict handling procedures (if any) prescribed by the customer in the applicable task order. The customer will determine whether the Internet Archive shall replace or repair damaged items. The Internet Archive shall take all reasonable precautions to safeguard all customer materials and return the material to the customer in good condition.

B.4.1.2. DELIVERY FOR PROCESSING.

B.4.1.2.a. The Customer. The customer shall be responsible for transporting selected materials to and from the Library. Each shipment of materials shall be accompanied by a detailed inventory prepared by the customer. Customers must follow Library procedures for the delivery of materials to the Internet Archive at the Library. Materials shall be subject to standard Library security screening procedures.

B.4.1.2.b. The Library. The Library and the Internet Archive shall develop customer-specific procedures for delivery and return of the customer materials between the Library loading dock and the Internet Archive location in the Library's facilities.

B.4.1.2.c. The Internet Archive.

(1) Responsibility for Materials. Once cleared by Library security, the customer's materials shall be under the care and control of the Internet Archive. Customer materials shall be handled only by employees (including contract employees) of the Internet Archive and only in connection with work under the task order.

(2) Inventory Lists. The Internet Archive shall provide the customer with a receiving report that identifies all items received for scanning, which may be an annotation of the customer's inventory (a "Receiving Report"). Similarly, the Internet Archive shall provide the customer with a report, in the format and including the content mutually agreed to by the Internet Archive and the Library, that identifies all items being returned to the customer (each, a "Return Report").

(3) Tracking Materials. The Internet Archive shall inform the customer when materials have shifted from scanning to post-processing and are ready for pick-up. Updates regarding the status of image deliverables and file sets will be accessible through Internet Archive site.

(4) Schedule. Upon receipt of the customer's materials, the Internet Archive will provide the customer with a reasonable, non-binding projection of the timeframe for the digitization of such materials. This projection is an estimate only and the Internet Archive bears no liability for any failure to adhere to the projected timeframe for digitization.

B.4.1.3. SCANNING.

B.4.1.3.a. Non-Destructive Scanning. The Internet Archive shall use non-destructive methods for scanning items unless other procedures (for example, disbinding) are specifically agreed upon with the customer in writing.

B.4.1.3.b. Scanning Rate. One objective of this contract (and the development best practices and efficient workflow procedures under Lot 1) is to establish high-throughput scanning processes and techniques that pose minimal risk of damage to materials. The Internet Archive shall use reasonable efforts to maintain an approximate scanning rate of 275 pages per hour per scan station. This rate may vary according to the type of materials to be scanned, the availability of materials to be scanned, and any other activities requested by the customer. It is expected that the scanning rate will be higher for non-brittle bound materials, and lower for brittle bound materials.

B.4.1.3.c. Handling of Rare Materials. The customer shall designate whether any materials to be scanned are rare or particularly valuable, and shall provide the Internet Archive with specific procedures for handling such materials. These procedures shall be detailed in the customer-specific task order prior to scanning. The Library will provide the Internet Archive with an area to secure rare and valuable materials and the Internet Archive staff shall use reasonable efforts to secure the materials in that area. Internet Archive personnel shall not leave rare or valuable materials unattended or unsecured for any period of time.

B.4.1.3.d. Other Format Materials. The customer and the Internet Archive may work out procedures for the handling of non-book and other special format materials. Such procedures shall be documented in writing.

B.4.1.4. REQUIREMENTS FOR DIGITAL IMAGES. Items shall be digitized according to the following specifications:

B.4.1.4.a. Color. Image capture shall be in color.

B.4.1.4.b. Output Formats. Master images, encapsulated metadata, and other derivatives may include, but not be limited to, the following formats.

- (1) Images in JPEG2000 format with pixels per inch (ppi / DPI) as follows:

DPI	Height (inches)	Width (inches)
300	14.2	9.4
400	10.6	7.0
500	8.5	5.6

- (2) At scanning startup, the Internet Archive expects to deliver OCR in a XML format or equivalent technology, as mutually agreed upon between the Internet Archive and the customer.

- (3) XML for metadata from MARC if readily available from the customer's or the Library's catalog.

- (4) XML for operational metadata collected during scanning.

- (5) Searchable PDF bundled for each title or volume.

- (6) Camera Raw, TIFF, PDF-A, or other format for master image storage shall be supplied if this capability becomes available to the Internet Archive in the future.

- (7) Other formats and versions as development permits and as mutually agreed upon between the Internet Archive and the customer.

B.4.1.4.c. Customer-Internet Archive Agreement re Metadata. The Internet Archive will use similar structures, formats, and associated metadata for customer projects as the Internet Archive uses for scanning projects for the Library, unless the Internet Archive and customer mutually agree upon other standards and specify such standards in the customer-specific project plan.

B.4.1.4.d. Customer-Specific Additional Requirements or Standards. Based on the application of best practices for particular types of materials and use, the customer and the Internet Archive may agree, in writing, upon additional requirements and standards for digital images.

B.4.1.5. QUALITY ASSURANCE.

B.4.1.5.a. Quality Assurance Plan. The Internet Archive shall provide a quality assurance plan as part of the project plan for the customer's task order, consistent with the quality assurance plan made available with this proposal (the "Quality Assurance

Plan”). The Quality Assurance Plan may be updated from time to time as new applications, formats, and processes become available and as mutually agreed between the Internet Archive and the customer. For a specific customer project, the Quality Assurance Plan may be amended to include customer-specific standards for acceptance of digital images and associated files as mutually agreed upon by the customer and the Internet Archive.

B.4.1.5.b. Correction by the Internet Archive. After Internet Archive makes the digital images and files available on the Internet Archive website, the customer will review all digital images and files. If the customer deems any digital image or file unacceptable within 45 days from the date first available for download from the Internet Archive’s website, and provides written notice to the Internet Archive of the same within such acceptance period, the Internet Archive will either re-scan or re-process the digital image or file, provided the customer has re-submitted such item to the Internet Archive for scanning, within 30 days after receipt of such notice. If the customer has re-submitted the item to the Internet Archive and the Internet Archive is unable to re-scan or re-process such digital image or file, the Internet Archive will refund the cost of those volumes.

B.4.1.6. METADATA.

B.4.1.6.a. Structural Metadata. The customer and the Internet Archive may collaborate to implement new structural metadata procedures for the scanning and digitization of bound materials as specified and agreed to in the customer task order.

B.4.1.6.b. Bibliographic Records. The customer shall provide the Internet Archive with access to bibliographic data for the customer’s materials via a Z39.50 connection to the customer’s online catalog. If a Z39.50 connection is not available or cannot be used, Internet Archive will review, on a case-by case basis, the feasibility of incorporating the customer’s bibliographic data by other means. If no catalog records are obtained, then a record number or identifier string of the customer’s choosing will be recorded with the scanned files.

B.4.1.6.c. Attribution. To facilitate attribution, metadata shall include identification of the customer.

B.4.1.7. REPORTING. The Internet Archive shall provide timely, periodic progress reports, which shall include production figures, in a format and on a schedule as agreed to by the Internet Archive and the customer. The Internet Archive shall provide the customer with Receiving Reports, Return Reports, and a schedule for digitization, each in the format and including the content as mutually agreed upon by the Internet Archive and the customer.

B.4.1.8. CUSTOMER-SPECIFIC PROJECT PLAN. In conjunction with each customer’s task order, the Internet Archive and the customer shall document a project plan for digitizing the customer’s materials. At a minimum the plan shall address: the type of materials to be scanned, required image formats and metadata elements, the schedule for digitization, and the plan for quality assurance.

B.4.2. FREE PUBLIC ACCESS TO DIGITIZED MATERIALS.

B.4.2.1. PUBLIC AVAILABILITY.

B.4.2.1.a. Free Public Access. The Internet Archive shall provide free public access to view and download the digital images of all scanned materials. The images and files shall be available to the public at no cost.

B.4.2.1.b. Timing and Location. The materials shall be made available a reasonable time after scanning, and shall be accessible on a public website available through the Internet Archive (e.g., the Internet Archive website or a website associated with the Open Content Alliance).

B.4.2.1.c. Organization. In posting the digital images, the Internet Archive shall use naming conventions that either use the LC barcode or map to an LC barcode.

B.4.2.1.d. Attribution. In a method determined by the Internet Archive, the public web presentation of the materials shall attribute the materials to the customer.

B.4.2.1.e. Removal. While the intent of this contract is for public display of the resulting digital files, the customer retains the right to direct the Internet Archive to remove one or more digital images and associated files from the public website, with a reasonable basis for such removal.

Section B.4.2.1.f. Copyright Status of Digital Files. Digital files created under this contract are dedicated to the public domain. Neither party may claim copyright in any of the works first produced under this contract, subject to any 3rd party rights as between the Internet Archive and the customer. Both parties may freely use the digital files of the materials scanned under the Library contract in any manner, including reproducing, displaying, storing, modifying, or distributing such digital files. Without limiting the foregoing, both parties may make improvements, revisions, or modifications to such digital files or create other derived forms of such digital files.

B.4.2.2. AVAILABILITY TO THE CUSTOMER.

A reasonable time after scanning, the Internet Archive shall make one complete copy of the scanned images and associated files available to the customer for download in the aforementioned formats. The customer may download the files from the Internet Archive via FTP, or HTTP. OAI can be used to find the applicable files to download. The files shall be available to the customer for downloading in bulk; it shall not be necessary for the customer to search and download individual files. Downloads shall be at no cost to the customer.

B.4.2.3. LONG-TERM PRESERVATION. The Internet Archive will make all digital images and files available to the customer and the Library of Congress to aid in their efforts to establish long-term preservation of their materials.

B.5. MANAGEMENT.

The Internet Archive shall provide the necessary equipment, personnel, supervisory, and organizational resources to manage projects under this contract. The Library will provide space in Library of Congress facilities and will coordinate with the Internet Archive to provide logistical support for scanning activities under this contract, as described below.

B.5.1. FACILITY AT THE LIBRARY OF CONGRESS.

B.5.1.1. Purpose of Space. The Library will provide space for the Internet Archive to conduct scanning activities for customers as contemplated by this contract. All scanning of materials under this contract shall take place on-site in the space provided by the Library, unless specifically agreed otherwise with the customer in writing.

B.5.1.2. In General. The space provided by the Library facility will be environmentally controlled and have controlled entry. The Library will provide storage space for in-process materials and secure storage space for rare and valuable materials. As necessary, the Library will provide environmentally controlled storage space for materials that require special handling. The Library will provide office cleaning, trash removal, telephone, and other standard office services. Any additional specific needs will be addressed by Library staff upon contract award or in connection with customer-specific task orders.

B.5.1.3. Per Scan Station. For each scan station, the Library will provide:

- a. approximately 150 square feet of floor space for the scanning services (in an area protected from direct sunlight);
- b. minimum of 800 watts, 115 volts of electrical power times 7 amps;
- c. 30 megabits/sec of Internet connectivity 24/7 (either commercial Internet or Internet2);
- d. One manager's desk and chair, and two desks with two chairs.

B.5.1.4. Hours of Operation. The Internet Archive may operate the scanning facility between the hours of 6:30 a.m. and 11:30 p.m., Monday through Friday, with the exception of Federal holidays and days when the Library is closed due to inclement weather or other reasons.

B.5.2. EQUIPMENT.

B.5.2.1. Number of Scan Stations. The Internet Archive shall install digital scanning devices with necessary software and hardware capable of scanning bound materials (each, a "Scribe Scan Station"). If space is available, the Internet Archive may also install scanning devices capable of scanning large printed objects, microfilm, or other special format materials.

B.5.2.2. Camera Quality. To meet the Library's standard for text resolution, the Internet Archive shall use a high quality imaging device with a high megapixel sensor size for all Scribe Scan Stations. This shall be a professional grade high-end camera, such as the Canon 5D, Nikon D300, or other mutually acceptable camera. The Quality Assurance Plan may contain additional specifications for image resolution based on book dimensions.

B.5.2.3. Minimizing Risk to the Materials. The Internet Archive shall configure, install, and operate the Scribe Scan Stations so as to minimize risk of damage to the materials.

B.5.2.4. Costs. All costs and expenses associated with the maintenance, delivery, installation and removal of the Scribe Scan Station shall be borne solely by the Internet Archive. The scanning machines shall at all times remain the property of the Internet Archive and shall be kept free of encumbrances and liens.

B.5.2.5. Security. The Internet Archive shall work with the Library's technical staff to ensure network security for the operation of any equipment associated with the scanning of materials and the receipt and delivery of associated files.

B.5.2.6. Daily Testing and Monthly Report. The Library shall provide the Internet Archive with an image target. Before each daily shift, the Internet Archive shall validate the imaging capabilities of each Scribe Scan Station by digitizing the image target and reviewing the resulting file. The Internet Archive shall inform the customer if any Scribe Scan Station is producing image characteristics below expected values. The Internet Archive shall provide the Library with a monthly detailed report on the digital imaging performance of each Scribe Scan Station according to the reporting requirements agreed to by the Internet Archive .

B.5.3. PERSONNEL.

B.5.3.1. Internet Archive Employees. The Internet Archive shall provide necessary personnel under this contract. Internet Archive personnel shall not be considered employees of either the Library or any FEDLINK member agency, and shall be compensated directly by the Internet Archive. The Internet Archive shall be responsible for compliance with Federal immigration laws with respect to personnel assigned to this contract. Subcontractors and subcontractor personnel, if any, shall be the responsibility of the Internet Archive.

B.5.3.2. Supervision. Internet Archive personnel shall be supervised by Internet Archive supervisors. Supervisors shall include any individual who works on-site at the Library, who has overall responsibility for all aspects of the digitization process, or who inspects and oversees the work of the subordinates to ensure that digitization is running efficiently and effectively. Internet Archive personnel working under Lot 1 may work at the Library or at Internet Archive facilities, and may be supervised by an Internet Archive employee who is not located at the Library.

B.5.3.3. Security and Suitability Requirements.

B.5.3.3.a. Requirement. In accordance with Library regulations, personnel working on-site at the Library under this contract shall not be under pending charges, shall not have been convicted of any felony within the last 10 years or any misdemeanor within the last five years (excepting minor motor vehicle infractions for which the individual paid a fine or posted collateral in the amount of \$300 or less) which would indicate violent or disruptive conduct, dishonest conduct, untrustworthiness or unreliability which could reasonably affect performance on the contract or pose a security concern with respect to access to Library buildings or grounds, property or collections. Note that the term "convicted" includes a disposition of "probation" or "probation before judgment." The Library's designated Contracting Officer's Technical Representative (COTR) for this contract shall be responsible for the background checks on all personnel working on-site at the Library under this contract. Expenses associated with background checks shall be paid by the Library. For the avoidance of doubt, the Internet Archive has no obligation to conduct background checks on its personnel prior to allowing such persons to work on-site at the Library.

B.5.3.3.b. Removal. Should any person employed by the Internet Archive (or its subcontractors, if any) to perform work under this contract be convicted of any of the aforesaid offenses, the Internet Archive agrees to remove the individual from the contract performance and return all Library building and stack passes issued to the individual. The Internet Archive also agrees to remove from the contract performance any individual under pending charges for any felony or misdemeanor with the exceptions noted above until such time as the final disposition is known.

B.5.3.3.c. Suitability. Upon request of the Library, the Internet Archive shall identify personnel to be assigned to work under the contract and submit a FD-258 (Internet Archive fingerprint chart) and any other necessary administrative forms provided by

the Library so that a background check may be conducted. The parties agree that the Library has final authority to determine the suitability of Internet Archive personnel who perform work under this contract. Nevertheless, the fact that the Library may conduct background checks on assigned Internet Archive personnel does not relieve the Internet Archive of the responsibility to provide qualified, reliable personnel of sound character and conduct.

B.5.4. PROJECT MANAGEMENT AND COORDINATION WITH THE LIBRARY. The Internet Archive will designate an experienced employee to serve as project manager for the effort (the "Project Manager"). The Project Manager will coordinate with the Library on all task orders under this contract, to ensure that the delivery, processing and return of customer materials is efficient, and that the scanning project operates in Library facilities without incident. The Project Manager will provide the Library with a quarterly summary of scanning activity under this contract.

B.5.4.1. Key Personnel. Key personnel are those personnel considered essential to successful contractor performance. For the Internet Archive, "Key Personnel" shall consist of the Project Manager. The Project Manager accepted at task order award shall be assigned to that task order within two weeks after award. During the task order performance period, no replacements shall be permitted unless necessitated by such individual's extreme illness, death, termination of employment, or if determined to be in the best interest of the Government. In any of these events, the contractor shall promptly notify the Contracting Officer and replace the Project Manager with personnel of equal or superior qualification within ten working days of notification.

B.5.5. INSURANCE.

B.5.5.1. Commercial General Liability Insurance. During the performance of its services under this contract, the Internet Archive, at its sole cost and expense, shall procure and maintain Commercial General Liability insurance covering, without limitation, bodily injury (including death), property damage, and defamation with a limit of not less than \$1,000,000 per occurrence, and listing the Library of Congress as an additional insured.

B.5.5.2. Insurance for Customer Materials. The Internet Archive shall provide additional insurance coverage for customer materials from the time the material leaves the control of the customer until the originals are returned to the customer. The Internet Archive shall have sufficient insurance to cover the loss of or damage to each original item in performance of the task order, with a maximum liability of \$250 per item. The policy shall provide that, at the customer's election, damage or loss may be covered by replacement in kind. The insurance shall be provided by specific policy(ies) or by inclusion of the risks in the Internet Archive's existing policy(ies), and shall be issued for the duration of task order performance. A copy of the insurance policy(ies) shall be sent to the customer not later than thirty (30) days after contract award.

B.6. SUMMARY OF DELIVERABLES.

B.6.1. Lot 1 – Development, Testing, and Public Release of Best Practices and Support Applications (sec. B.3)

- a. Support Applications - pursuant to the customer task order.
- b. Distribution of Best Practices Documentation pursuant to the customer task order.
 - Free public access

B.6.2. Lot 2 – Digitization and Free Public Access (sec. B.4)

- a. Digitization and Access
 - Digital images and associated files
 - Structural, administrative, and descriptive metadata
 - Free public access
 - Customer access
 - Preservation copy (as needed)
- b. Project Management
 - Customer-Specific Project Plan
 - Schedule for Digitization
 - Quality Assurance Plan

- Receiving Report
- Return Report
- Progress Report

B.6.3. Management (sec. B.5)

- Library Monthly Report of Scanning Equipment Tests
- Library Quarterly Summary of All Scanning Activity

B.7. PRICING PROPOSAL:

CLIN	SUPPLIES/SERVICES	QUANTITY	UNIT	PRICE RANGE
B.7.1.	Costs for production of digital images and associated metadata and files shall be based on a fixed fee per page and may reflect discounts for large volume orders. Price range may be based on type and condition of material.	> 5,000	pages	\$0.10 usd
B.7.2.	Discounts may be offered to the Library, in the Internet Archive's sole discretion, to offset costs for facility and logistical support and oversight of the scanning activity under this contract. (i.e. lower cost per page based on volume of scanning for other participants)	n/a		

C. CONTRACT CLAUSES AND ADDENDUM**C.1. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE**

A Contracting Officer's Technical Representative (COTR) may be designated to represent the Contracting Officer for the purpose of coordinating with the vendor, Internet Archive, in administering the technical aspects of performance for a particular customer's account. For Transfer-Pay customers, the Interagency Agreement (IAG) point-of-contact will serve as the COTR for the requiring agency for the products/services specified in the IAG. For Direct Pay customers, the COTR for the requiring agency shall be as designated on the agency delivery order/purchase order. The COTR may issue written or oral instructions to fill in details in the scope of work set forth in this contract via the Contracting Officer. The COTR is **not** authorized, however, to make any changes which affect the contract amount, terms and conditions. The LC Contracting Officer is the **only** party authorized to make any changes which affect the terms and conditions of this contract or to bind the Library of Congress.

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

The vendor, Internet Archive, agrees not to refer to awards from or contracts with the Library and/or the FEDLINK program in commercial advertising in such a manner as to state or imply that the product or service provided is preferred by the Library or is superior to other products or services. The Internet Archive also agrees not to distribute or release any information that states or implies that the Library endorses, uses, or distributes the Internet Archive's services. For the avoidance of doubt, the obligations set forth in this Section do not change the Internet Archive's obligations under Section B.4.1.6.c to provide attribution to the Library or to customers through the FEDLINK program.

C.3. NEWS RELEASES.

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

C.4. GUARANTEED MINIMUM

The minimum that the Government agrees to order during the period of this contract is \$500. If the vendor, Internet Archive, receives total orders for less than \$500 during the term of the contract, the Government will pay the difference between the amount ordered and \$500.

- (a) Payment of any amount due under this clause shall be contingent upon the Internet Archive's timely submission of the FEDLINK Quarterly Sales Reports, as specified in section C.6.1 of this contract, during the period of the contract and receipt of the close-out sales report.
- (b) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Internet Archive.
- (c) The LC/FEDLINK contracts for all products and services totaled more than \$110 million in orders for FY2006 with the highest individual IDIQ contract totaling approximately \$12.3 million in orders. The maximum cumulative contract amount per individual IDIQ contract is \$20 million annually.

C.5. VENDOR PERFORMANCE REPORTING REQUIREMENTS

This clause applies to all contracts estimated to exceed \$100,000. Customer agencies are required to submit a past performance evaluation form at the completion of each fiscal year or contract performance period (see attachment D.3). The contracting officer will provide copies of any reports received to the vendor, Internet Archive, and the Internet Archive will have 30 calendar days from receipt to submit a rebuttal and/or a report of corrective actions taken. The past performance evaluation will be placed in the Internet Archive's past performance file and will be available to any federal agency upon request for a period of 3 years.

C.6. CONTRACT SALES REPORTING REQUIREMENTS.

C.6.1. FEDLINK Quarterly Sales Reports. The vendor, Internet Archive, shall submit quarterly the agency name, point-of-contact (POC), and total dollars obligated for the products/services provided under this contract. The Internet Archive may use the sample FEDLINK Quarterly Sales Report Forms provided (see attachment D.2) or develop a computerized report as long as it provides the information identified below. Reports shall be suitable for import into a Microsoft Excel spreadsheet and shall be sent via email to the Contracting Officer as listed in section F.1.2. To facilitate FEDLINK reporting of usage, separate reports shall be provided for each customer payment option (transfer and direct) and shall provide the following information:

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

C.6.2. Deadline. The reports shall be received in the Contracts and Logistics Office within forty-five (45) calendar days after the end of the particular reporting fiscal year quarter.

C.6.3. Failure. Failure on the part of the Internet Archive to comply with this requirement shall constitute an "incomplete package" for invoicing purposes for transfer pay customers and no payment shall be made to the vendor until the reports are received. Vendors will be charged interest for overdue vendor payments as specified in section F.4.9.

C.7. CANCELLATION OF CONTRACT

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. If the Vendor, Internet Archive, elects to cancel this contract, the Government will not pay the minimum guarantee.

C.8. QUALITY ASSURANCE SURVEILLANCE PLAN

The Government Quality Assurance Surveillance Plan (QASP) will be negotiated with the Internet Archive at the time of contract award and will incorporate the Internet Archive's proposed quality assurance plan. An information copy of the Government QASP is provided in Section D as Attachment D.1.

C.9. CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2 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://acquisition.gov/far/index.html>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
52.214-34	APR 1991	Submission of Offers in the English Language
52.214-35	APR 1991	Submission of Offers in U.S. Currency

C.10. FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (AUG 2007)

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

(1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

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

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

___ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4) [Reserved]

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

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

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

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

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

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

___ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (Sept 2006) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

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

___ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

___ (10) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

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

___ (12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

- (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).
- (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Aug 2007) (E.O. 13126).
- (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (24)(i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
- (ii) Alternate I (Aug 2007) of 52.222-50.
- (25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (26) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).
- (27)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.
- (28) 52.225-5, Trade Agreements (Aug 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (29) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (30) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Aug 2006) (42 U.S.C. 5150).
- (31) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Aug 2006) (42 U.S.C. 5150).
- (32) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (33) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (34) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- (35) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (36) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- (37) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (38)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

___X_ (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, et seq.).

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

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (31 U.S.C. 5112(p)(1)).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

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

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

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

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

(End of clause)

C.11. FAR 52.216-2 FAR 52.216-2 ECONOMIC PRICE ADJUSTMENT—Standard Supplies (JAN 1997)

(a) The Contractor warrants that the unit price stated in the Schedule for B.7.1. is not in excess of the Contractor's applicable established price in effect on the contract date for like quantities of the same item. The term "unit price" excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term "established price" means a price that—

- (1) Is an established catalog or market price for a commercial item sold in substantial quantities to the general public; and
- (2) Is the net price after applying any standard trade discounts offered by the Contractor.

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

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

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

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

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

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

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

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

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

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

(End of clause)

C.12. FAR 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from the Date of Award through Contract expiration date.
- (b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.
- (c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail.
- (d) If faxed, a delivery order is considered "issued" when the Government transmits the order by facsimile machine.

(End of clause)

C.13. FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract. However, offeror may, if willing to accept smaller orders, specify a smaller amount in their offers. If a smaller amount is offered, it is mutually agreed that the Contractor will accept such orders and specify the smaller minimum order limitation in the applicable catalog/price list. If the offeror fails to specify a smaller amount, the Government may place orders for a smaller amount. Such orders shall be deemed to be accepted by the Contractor, unless returned to the ordering office within 5 workdays after receipt by the Contractor.
- (b) Maximum order. The Contractor is not obligated to honor any order for a combination of items in excess of \$10 million annually for the period of this contract.
- (c) Notwithstanding paragraph (b) above, the Contractor shall honor any order exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 workdays after receipt, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons.
- (d) Notwithstanding paragraph (b) and (c) above, the Contractor shall honor any purchase card orders exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 24 hours after receipt, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons.

(End of clause)

C.14. FAR 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 one year following contract expiration.

(End of clause)

C.15. FAR 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 60 days of contract expiration.

(End of clause)

C.16. FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least _____ days [60 days unless a different number of days is inserted] 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 Six (6) years.

(End of clause)

C.17. FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

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

(End of clause)

C.18. FAR 52.222-3 CONVICT LABOR --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.

(End of clause)

C.19. FAR 52.233-1 DISPUTES (OCT 1995)--As Modified by the Library of Congress (NOV 1996)

(a) This contract is 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 contract 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 certain sum, 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 Head of Contracts 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.

(End of clause)

C.20. FAR 52.242-13 BANKRUPTCY (JUL 1995)

In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the contracting officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of government contract numbers and contracting offices for all government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

D. CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS**D.1. QUALITY ASSURANCE SURVEILLANCE PLAN**

1. Purpose.

This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to make sure that systematic quality assurance methods are used in the administration of the standards included in this contract and in subsequent task orders issued therein. The intent is to ensure that the contractor performs in accordance with performance metrics set forth in the contract documents, that the government receives the quality of services called for in the contract, and that the government only pays for the acceptable level of services received.

2. Responsibilities.

Contracting Officer – The Library of Congress contracting officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract, and safeguards the interests of the United States in the contractual relationship. It is the contracting officer who assures the contractor receives impartial, fair, and equitable treatment under the contract. The contracting officer is ultimately responsible for the final determination of the adequacy of the contractor's performance.

Project Officer – The project officer is an individual designated in writing by the contracting officer to act as his or her authorized representative to assist in administering a contract. The project officer is responsible for technical administration of the project and assures proper government surveillance of the contractor's performance. The project officer is not empowered to make any contractual commitments or to authorize any contractual changes on the government's behalf. Any changes that the contractor deems may affect contract price, terms, or conditions shall be referred to the contracting officer for action.

Technical Monitor – The technical monitor is staff designated by the customer agency to monitor contract performance. The technical monitor provides detailed technical oversight of the contractor's performance and reports his or her findings to the project officer in a timely, complete, and impartial fashion to support the project officer's administration activities. While the technical monitor may serve as a direct conduit to provide government guidance and feedback to the contract on technical matters, he or she is not empowered to make any contractual commitments or to authorize any contractual changes on the government's behalf. Any changes that the contractor deems may affect contract price, terms, or conditions shall be referred to the contracting officer for action.

3. Methods of QA Surveillance.

The below listed methods of surveillance shall be used in the administration of this QASP.

Customer Feedback. Customer feedback may be obtained either from the result of formal customer satisfaction surveys or from random customer statements. To be considered valid, customer complaints must set forth clearly and in writing the detailed nature of the complaint, must be signed, and must be forwarded to the project officer.

The project officer shall maintain a summary log of all formally received customer statements as well as a copy of each statement in a documentation file. The project officer shall also keep the tabulated results of all customer satisfaction surveys on file and enter the summary results into the Surveillance Activity Checklist (see below).

100% Inspection. The customer agency may perform a 100% inspection of delivered image files to identify imaging problems such as blur, missed or duplicate pages, obscured page content, problems with skew, cropping or exposure, artifacts, or other image-related quality problems. This level of inspection shall be accomplished by viewing each image and documentation. After such inspections, the customer may provide IA (through the technical monitor) with a detailed report that includes: severity, error type, and error position bias (top, bottom, left, or right). Each month, the project officer shall review the generated documentation and enter the summary results into the Surveillance Activity Checklist (see below).

Periodic Inspection. The customer agency may perform a periodic, statistical, review of the contractor's image files to identify imaging problems such as blur, missed or duplicate pages, obscured page content, problems with skew, cropping or exposure, artifacts, or other image-related quality problems. After such inspections, the customer may provide IA (through the technical monitor) with a detailed report that includes: severity, error type,

and error position bias (top, bottom, left, or right). Each month, the project officer shall review the generated documentation and enter the summary results into the Surveillance Activity Checklist (see below).

4. Standards.
Standards for acceptance shall be negotiated with the contractor and established in the customer-specific task order and shall incorporate the contractor’s proposed quality assurance plan. The customer shall have open access to review the quality assurance plans and the execution of quality assurance measures throughout the project.

5. Documentation.
Quality Assurance File. The project officer will, in addition to providing documentation to the contracting officer, maintain a complete quality assurance file. The file shall contain copies of all reports, evaluations, recommendations, and any actions related to the government’s performance of the quality assurance function, including the originals of all the Surveillance Activity Checklists. All such records shall be retained for the life of this contract. The project officer shall forward these records to the contracting officer at termination of completion of the contract.

Surveillance Activity Checklist

Performance Requirement	Performance Standard	Method of Measurement	Performance Metrics	Method of Surveillance	Date Accomplished	Compliance (Exceeded, Met, or Partially Met)

D.2 Attachment 2 as referenced in Section C.6.

FEDLINK QUARTERLY SALES REPORT – TRANSFER PAY
(Sample Format)

Vendor's Name: INTERNET ARCHIVE Contract # LC07D7702

Address: _____

 Period of Performance: _____

Report prepared by: _____ Date: _____

Title: _____ Phone: _____ Email: _____

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

TOTAL ORDERS / SALES:									

FEDLINK QUARTERLY SALES REPORT – DIRECT PAY
(Sample Format)

Vendor's Name: INTERNET ARCHIVE Contract # LC07D7702

Address: _____ Period of Performance: _____

Report prepared by: _____ Date: _____

Title: _____ Phone: _____ Email: _____

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

TOTAL ORDERS / SALES:									

D.3. Attachment 3 - VENDOR PAST PERFORMANCE EVALUATION FORM as referenced in Section C.5.

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

** SEE INSTRUCTIONS ON FOLLOWING PAGE (D.3.1) **

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

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

1. **CUSTOMER IDENTIFICATION:** Enter agency name; delivery order number; service option (direct or transfer); and FEDLINK ID (4-letter ID).
2. **VENDOR IDENTIFICATION:** Enter the Vendor name; Contract number; service category (books, serials, info retrieval); and service ID (2-letter vendor ID).
3. **ORDER INFORMATION:** Enter the fiscal year and cumulative amount of NTE funds for each Vendor.
4. **COMPLEXITY OF PRODUCT/SERVICE:** Select the box identifying the complexity of the requirements, (routine, medium, complex).
5. **CRITICALITY OF PRODUCT/SERVICE:** Select the box identifying the critical nature of the requirement, (low, medium, high).
6. **EVALUATION:** Fill in the number in each box associated with evaluation for each item and provide totals.
7. **COST CONTROL:** Identify whether the Vendor helped you control your costs.
8. **REPEAT BUSINESS:** Identify if you would choose to use this vendor again.
9. **CUSTOMER SIGNATURE:** Provide the name, title, and signature of the individual completing this form and the date.
10. **FEDLINK PROGRAM OFFICE SIGNATURE:** Evaluation will be reviewed by the program office, signed and dated.
11. **LC CONTRACTING OFFICER SIGNATURE:** Evaluation will be reviewed by the LC Contracting Officer, signed and dated.
12. **SENT TO VENDOR BY LC:** Evaluation form will be forwarded to the Vendor for comment and date sent will be noted.

E. SOLICITATION PROVISIONS AND ADDENDUM**E.1. FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
52.212-1	JAN 2006	Instructions to Offerors – Commercial Items

E.2. FAR 52.212-2 EVALUATION–COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- (i) technical capability of the item offered to meet the Government requirement;
- (ii) past performance;
- (iii) price

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. 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.

E.3. COMPLIANCE WITH SECTION 508

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

E.4. PAST PERFORMANCE

This solicitation is for commercial items as defined in FAR 2.101, specifically commercial items/services successfully established in the industry. Offeror must provide past performance information which demonstrates successful delivery and performance which exceed \$25,000 annually over the last 2 years. Government sales information is preferred, but commercial sales information is acceptable if there were no prior government sales.

**E.5. FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS---COMMERCIAL ITEMS
(AUG 2007)**

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

(a) Definitions. As used in this provision—

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

“Forced or indentured child labor” means all work or service—

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

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

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

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

(1) Means a small business concern—

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

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

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

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

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

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

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

“Women-owned 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.

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

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 <http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+2162+0++%2831%29%20%20AND%20%28%2831%29%20ADJ%20USC%29%3ACI> 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 <http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+2162+0++%2831%29%20%20AND%20%28%2831%29%20ADJ%20USC%29%3ACI> 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: 94-324 2767

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 _____

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

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

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

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

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

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

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

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

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

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

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

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

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

(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 \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

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

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian or Moroccan end product,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

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

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan 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 Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

Other End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

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

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(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)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the

representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

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

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

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

(End of provision)

Alternate I (Apr 2002). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

___ Black American.

___ Hispanic American.

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

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

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

___ Individual/concern, other than one of the preceding.

Alternate II (Oct 2000). As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) Address. The offeror represents that its address is, or is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

F. CONTRACT ADMINISTRATION**F.1 FEDLINK PROGRAM CONTRACT ADMINISTRATION**

F.1.1. FEDLINK Contracts. The contractual vehicle established as a result of this solicitation shall be an Indefinite Delivery Indefinite Quantity (IDIQ) firm-fixed unit price contract pursuant to FAR 16.5. This shall be a multi-agency contract (MAC) established in accordance with the Library of Congress (LC) Fiscal Operations Improvement Act, P.L. 106-481, Section 103 (2 U.S.C. §§ 182c.). Any federal entity including the executive branch, the legislative branch, the judicial branch, and independent agencies as well as contractors to government agencies who are authorized to use federal sources of supply may be authorized to place orders under this contract in accordance with the terms and procedures described herein. Please note that the vendor, Internet Archive, shall be referred to as “the vendor”, and the customer agency requesting services/products from Internet Archive via this FEDLINK contract shall be referred to as “the customer” throughout this section and the overall contract.

F.1.2. Contract Modifications.

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

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

The Library of Congress
Office of Contracts & Grants Mgmt., FEDLINK Contracts Section
ATTN: Joan Fitts, Contracting Officer
John Adams Bldg., Room LA-318
101 Independence Avenue, SE
Washington, DC 20540-9414
Fax #: 202-707-0485, Email: jfitts@loc.gov

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

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

F.2. CUSTOMER USE OF FEDLINK CONTRACTS. The FEDLINK program provides both contracting and accounting support to federal agencies and organizations authorized to use federal sources of supply. LC/FEDLINK charges customers an administrative fee for participating in FEDLINK.

F.2.1. Ordering Procedures. Customers shall review all products and services offered and shall determine which products and services best meets the customer agency’s requirements for each task/delivery order. Customers shall evaluate offerings based upon the criteria established in this document.

F.2.2. FEDLINK Service Options. LC/FEDLINK offers customers two service options for FEDLINK Services: Fedlink fees?

F.2.2.1. Transfer-Pay. Under the transfer pay option, a customer transfers both FEDLINK administrative fees and estimated annual service dollars to LC via a signed interagency agreement or other LC-approved customer agency document authorizing the transfer of funds to LC. On behalf of the customer, LC/Contracts issues a task/delivery order to the vendor in the amount specified on the interagency agreement or funds transfer document. After receiving the task/delivery order, the vendor provides products/service to the customer and submits the customer's invoices to FEDLINK. FEDLINK reviews the invoices, rejects improper ones, and pays acceptable ones from the customer's account. FEDLINK sends the customer copies of rejected invoices, copies of all paid invoices, and a regular account statement. The customer reviews the invoices and reports any irregularities to FEDLINK, who resolves them with the vendor. Transfer pay processes are described in detail in section F.4.

F.2.2.2. Direct Pay. Under the direct pay option, a customer transfers FEDLINK administrative fees to LC and receives authorization to use an LC/FEDLINK contract, but does not transfer service dollars to LC. Instead, for orders exceeding \$100,000, the customer generates a local task/purchase order made out to the vendor and returns both the signed IAG and the task/purchase order to LC/FEDLINK. For orders up to \$100,000, the customer may forward the local task/purchase order directly to the vendor after the LC/FEDLINK authorization is issued. When the signed IAG and/or task/purchase order are received, LC/Contracts generates an authorization to provide products/service under the FEDLINK contract and forwards the authorization and the customer's task/purchase order to the vendor. The vendor provides products/services and invoices the customer directly against the local task/purchase order. Task/purchase order modifications for orders exceeding \$100,000 shall be forwarded to the vendor through LC/Contracts. Direct pay processes are described in detail below at F.4.

F.2.2.3. Vendor Option. The vendor is required to offer the transfer pay option to FEDLINK customers. The vendor is not required to make products/services available under the direct pay option.

F.3. TRANSFER-PAY PROCEDURES AND REQUIREMENTS

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

F.3.2. Customer Agency Purchase Agreements. Customer agencies initiate purchase agreements with LC for products/services through the registration process. The purchase agreement with LC may be in the form of a purchase order, interagency agreement, MIPR, or any agency document authorizing the transfer of funds to the Library. To constitute valid agreements all such documents must be signed/accepted both by the agency and by LC/FEDLINK. After LC signs and returns the purchase agreement, LC Financial Services Directorate (LC/FSD) invoices the agency for the funds obligated to LC. The customer may also elect to use an alternative customer agency document to transfer or obligate funds to LC. LC/Contracts issues task/delivery orders to the vendors listed in the amounts specified on the purchase agreement or alternative customer agency authorizing document. Upon receipt of the task/delivery order the vendor may initiate service for the customer. Customers may request amendments to their purchase agreement orders during the year (until a cutoff date specified by FEDLINK), and thus may add or delete products/services and/or change funding levels. LC/Contracts issues task/delivery order modifications accordingly.

F.3.3. FEDLINK Task/delivery orders. LC/Contracts issues a task/delivery order to the vendor for each FEDLINK customer using the vendor's service in the transfer pay mode under the LC/FEDLINK contract. LC/Contracts may also issue task/delivery order modifications that reflect amendments to customers' purchase agreements - to change products/services or adjust funding levels. Upon receipt of the official LC task/delivery order, the vendor may begin service for the customer, under the terms of the current contract. The vendor shall not begin, renew, cancel or convert to the LC/FEDLINK contract, any service for any FEDLINK customer until a task/delivery order for that service, for the current fiscal year has been received. The vendor shall not provide products/services to the customer in excess of the "not to exceed" (NTE) dollar amount indicated on the original task/delivery order or as amended by any task/delivery order modification. The Government is not liable for services or products provided, which exceed the NTE dollar amount. Vendors shall invoice only for supplies delivered or services performed - the NTE amount on the task/delivery order may be an estimated price and not the actual price for supplies or services ordered. Authority to provide products/services under an LC task/delivery order expires on September 30 of each fiscal year, unless specifically stated otherwise on the task/delivery order.

F.3.3. 1. Order Acceptance and Notification. The vendor shall inform FEDLINK Fiscal Operations (FFO) in writing of any account identification or user identification the vendor has assigned to the customer within a reasonable time from receipt of task/delivery orders from LC/Contracts. This notification confirms the Vendor's acceptance of the order under this contract. Performance under any FEDLINK task/delivery order constitutes Vendor's acceptance of all contract terms and conditions. Upon receiving the task/delivery order, the vendor shall contact the customer immediately to begin service. If the vendor questions an order, the questions shall be noted on the task/delivery order and the task/delivery order returned to LC/Contracts within ten (10) days. Customer identification shall be sent via fax or email to the following address:

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

F.3.3. 2. Customer Identification. FEDLINK assigns a unique four-character FEDLINK ID to each customer. After receiving the task/delivery order, **all** vendor correspondence and oral communications with FEDLINK regarding customers shall identify the customer by the FEDLINK ID and task/delivery order number for the customer as indicated on the task/delivery order. The vendor may also assign its own account numbers, user IDs or other identifiers to customers, but may not use these identifications instead of the FEDLINK ID.

F.3.4. FEDLINK Invoice Instructions. An invoice is the vendor's bill or written request for payment under the task/delivery order for supplies delivered or services performed. The vendor shall invoice only for the amount of supplies delivered or services performed as the NTE amount on the task/delivery order may be an estimated price and not the actual price for supplies or services ordered. FEDLINK's transfer pay accounting service is intended to help FEDLINK customers manage the Government funds entrusted to them legally, efficiently, and effectively. FEDLINK simplifies processing and achieves economies of scale for both customers and vendors. However, with centralized, third party processing there can be delay in reporting to the customer. Therefore, it is important that the vendor cooperate with FEDLINK Fiscal Operations (FFO) to ensure that invoices, usage reports, credits, and refunds are submitted within 30 to 45 days and are complete and accurate. The vendor shall prepare invoices and submit them to FFO Invoice Processing, as addressed on the task/delivery order, for review and processing. FFO will forward approved invoices to LC/FSD for payment. All proper invoices (except summary invoices) and all detailed usage reports shall include the information specified below and be formatted as specified below. Invoices that do not meet these specifications are defective. FFO will reject them and return them to the vendor without payment. Invoices for products/services that exceed the funding level authorized on the task/delivery order will be rejected for insufficient funds and returned to the vendor without payment. FEDLINK will not make partial payments to accommodate customer funding levels. Rejected invoices will be accompanied by a form indicating the reason for rejection. The vendor shall promptly resubmit the invoice when the condition(s) causing the rejection have been corrected. All inquiries relating to FEDLINK vendor payments should be directed to:

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

F.3.5. Invoice Information. The vendor shall supply the following information on all invoices:

F.3.5.1. Invoice Data Elements.

(1) Vendor identification:

- ! Name and address of the vendor.
- ! LC/FEDLINK Contract Number.
- ! Two-character FEDLINK Service ID assigned to the vendor.
- ! Name and address of the vendor's official to whom payment is to be sent via Electronic Funds Transfer (EFT) (shall be the same as designated in the contract).
- ! Contact information for person to be notified in event of defective invoice.

(2) Customer identification:

- ! FEDLINK ID
 - ! Name and address of agency using service
 - ! FEDLINK Task/delivery order number.
- (3) Order information:
- ! Order date in mm/dd/yyyy format. Order date is the date the FEDLINK customer placed the order with the vendor.
 - ! Order number if applicable.
 - ! Invoice number. Invoice number should uniquely identify the invoice.
 - ! Invoice date in mm/dd/yyyy format.
 - ! Contract line item number, where practicable, or descriptive information sufficient to identify Schedule B item which corresponds to invoiced item.
 - ! Description, quantity, unit, unit price, and extended price of supplies delivered or services performed.
 - ! Discount applicable to individual FEDLINK customers, either by line item or against the invoice total, as appropriate.
 - ! Any prompt payment discount.
 - ! Any other information or documentation required by other specific requirements elsewhere in the contract (such as evidence of shipment, receipt, or prepayments)

(4) Replacement Invoices. An invoice copy submitted as replacement for an original shall be certified as a duplicate original.

F.3.5. 2. Invoice Number. Individual invoices shall have unique numbers. Any invoice (including credit invoices) with a number that duplicates another invoice's number is defective and will be rejected.

F.3.5. 3. Fiscal Year of the Invoice. An invoice reflects individual items/services ordered by the customer in accordance with an authorized task/delivery order. The fiscal year to which an invoice must be charged is governed by the task/delivery order number, not by the vendor's invoice date. Thus, items ordered on September 30th against a current task/delivery order will be charged to the current fiscal year, even though they may not be delivered and invoiced until after the next fiscal year has begun. It is therefore extremely important that the task/delivery order number and order date be clearly identified on the invoice and that it correctly reflect the fiscal year with which the particular item orders are associated. Invoices for electronic subscriptions shall be clearly distinguishable from reports of usage under the subscription (for which no additional payment is due.) The vendor shall not combine charges from separate fiscal years on a single invoice.

F.3.5. 4. Discounts. Discounts earned by individual customers shall be calculated on the individual invoice or institution detail for the FEDLINK customer. FFO is not responsible for any recalculations to distribute discounts due individual customers. Prompt payment discount options approved in the Contract shall be specified on invoices. The option to take a prompt payment discount shall be exercised at the Government's option.

F.3.6. Invoice Types.

F.3.6. 1. Individual Invoices. The vendor shall supply a separate invoice for each FEDLINK customer as represented by a FEDLINK ID. The vendor shall clearly distinguish between an invoice for a subscription for which payment is due from a report of usage under the subscription (for which no payment is due.)

F.3.6. 2. Summary Invoices. The vendor may submit a summary invoice with line items for each FEDLINK customer. Summary invoices must be supported by customer-specific detail that enables FFO to review the charges and confirm the amount due from each customer and enables the customer to confirm that goods/services have been received and that the charges are accurate.

F.3.6. 3. Usage Detail. The vendor shall provide detailed information that allows the customer to track use of the vendor's system. Such data enables the customer to charge back to agency units for whom access is being administered centrally, to monitor activity levels under a subscription pricing arrangement, or otherwise to promote effective use of the vendor's products/services. This data shall be provided in computer-readable form or in print form as appropriate. Computer-readable usage data supplements, but does not replace, invoice information. FEDLINK is working towards electronic invoicing, with its attendant security requirements.

F.3.6. 4. Refunds, Credits or Other Adjustments. All invoice adjustments for transfer pay customers shall be processed through FFO. FFO shall determine whether a credit to the customer's account is acceptable or whether a refund is required. Where credits are acceptable, the vendor shall issue separate credit invoices for all accrued credit on an individual customer's account and shall indicate on the credit the information specified above, plus the following: reference to the original invoice number, original order date, description of credit, credit total. Invoice adjustments shall have a unique invoice number; the invoice number of the original invoice being adjusted shall not be re-used. Where refunds are required, the vendor shall promptly remit amounts due.

F.3.6. 5. 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 _____

F.3.6. 6. 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.

F.3.6. 7. Electronic Invoicing. As FEDLINK expands the capabilities of its automated accounting system, it may be possible to accept invoice data electronically via Internet file transfer.

F.3.7. Invoice Submission.

F.3.7. 1. Promptness. The vendor shall invoice FEDLINK within thirty (30) to forty-five (45) days after providing authorized service to the customer. Receiving prompt, current financial data to help them manage the information services they provide their agencies is very important to FEDLINK customers. Withholding invoices for authorized users (especially at the beginning of the fiscal year) is not acceptable.

F.3.7. 2. Frequency. The vendor shall invoice FEDLINK on a regular cycle. Exceptions are allowed only by prior written mutual agreement between the customer and Vendor.

F.3.7.3. Sort Order. The vendor shall deliver invoices sorted first by fiscal year, then alphabetically by FEDLINK ID and, must be in invoice number order. Mixing invoices for different fiscal years, not sorting by FEDLINK ID or other data element slows FFO processing and is not acceptable.

F.3.7. 4. Number of Copies. For each FEDLINK transfer pay customer, the vendor shall provide FFO not less than one original **and** one copy of each invoice **and** not less than one original and one copy of each detailed usage report (in support of the invoice).

F.3.7. 5. Physical Format. Individual invoice sets shall be attached so that all copies and/or pages of the original invoice remain contiguous. If the vendor supplies photocopies of any pages (e.g., to supplement a multi-part invoice), then all invoice photocopies shall be attached to the original certified invoice. Invoices printed on continuous paper sets shall be stripped of letter edge perforation guides. Invoices shall be stripped of any interleaved carbon inserts.

F.3.7. 6. Invoice Address. The vendor shall submit invoices to the following address:

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

F.3.7. 8. Final Invoice Call. FEDLINK is required to close customer accounts for prior fiscal year obligations against appropriations and funds scheduled for retirement. FFO issues a final invoice call to vendors each fiscal year to initiate the close-out of prior year contracts. Vendors must submit the final invoices to FFO within 90 days from notification.

F.3.8. Invoice Review and Payment. For purposes of this clause, "invoice payment" means a Government disbursement of monies to a vendor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final costs or fee payments where amounts owed have been settled between the Government and the vendor. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days. The designated billing office for transfer pay accounts is LC/FEDLINK.

F.3.8.1. Return of Improper Invoices. If the invoice does not comply with requirements herein, then the vendor shall be notified of the defect within **25 days** after receipt of the invoice at the designated billing office. Untimely notification by the Government shall be taken into account in the computation of any interest penalty owed the vendor in the manner described in paragraph F.3.9 of this contract. Rejected invoices shall be accompanied by a form indicating the reason for the rejection and may be resubmitted when the condition(s) causing the rejection is corrected.

F.3.8.2. Invoice Adjustments. The Government may adjust invoices to remove charges not valid and not payable under this Contract, such as line items for excluded products/services, sales tax, freight charges, and prior month billing. FEDLINK will not make partial payments to accommodate customer funding levels.

F.3.8.3. Payment Due Date. The due date for making invoice payments shall be the later of the following two events:

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

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

F.3.8.4. Electronic Funds Transfer (EFT) (FAR 52.232-34, MAY 1999). In accordance with the Debt Collection Improvement Act, all FEDLINK payment to vendors shall be made via electronic funds transfer (EFT). The vendor shall complete the "Vendor Information Form" obtained from LC Contracts to provide the information necessary to transmit payments to the vendor's financial institution. Payment shall be considered as being made on the effective date of the EFT.

F.3.8.5. Remittance Advice. FFO shall provide the vendor contact identified in this contract with a remittance advice that details the invoices that are covered by LC/FEDLINK payments. Currently, FFO faxes the remittance advice to the vendor's Accounts Receivable contact a few days before the EFT payment is completed. The vendor should use the remittance advice to update its accounts receivable records.

F.3.9. Interest Penalty Payments.

F.3.9. 1. Conditions for Interest Payment. An interest penalty shall be paid automatically by the designated payment office, without request from the vendor, if payment is not made by the due date and the conditions listed in this clause are met, if applicable. An interest penalty shall not be paid on contracts issued to foreign vendors outside the United States for work performed outside the United States. Conditions for interest payments are:

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

(b) 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.

(c) 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.

F.3.9. 2. Interest Rate. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (*41 USC 611*) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority. This rate is referred to as the "Renegotiation Contracted Interest Rate,"

and is published in the *Federal Register* semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government and shall be compounded in 30-day increments through the payment date, with the first 30-day period beginning the first day after the due date. That is, interest accrued at the end of any 30-day period shall be added to the approved invoice principal payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the vendor of a defective invoice within the periods prescribed above, then the due date on the corrected invoice shall be adjusted by subtracting from that date the number of days taken beyond the prescribed notification of defects period, as set out below. Any interest penalty owed the vendor shall be based on the adjusted due date. Adjustments shall be made by the designated payment office for errors in calculating interest penalties, if requested by the vendor.

F.3.9. 3. Acceptance for Interest Purposes. For the sole purpose of computing an interest penalty that might be due the vendor, Government acceptance shall be deemed to have occurred constructively on the 15th day (unless otherwise specified in the contract) after the vendor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or vendor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

F.3.9. 4. Periods Not Subject to Interest. The following periods of time shall not be included in the determination of an interest penalty:

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

F.3.9. 5. 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.

F.4. DIRECT-PAY PROCEDURES AND REQUIREMENTS

F.4.1. Registration. Customers indicate their intent to use LC/FEDLINK contracts by completing the online registration form on the FEDLINK website at www.loc.gov/flicc, indicate that they intend to use the Direct-Pay method and transfer administrative fee to LC by submitting an annual FEDLINK registration form. Prospective customers may register any time during the fiscal year until a cutoff date specified by FEDLINK.

F.4.2. Customer Agency Purchase Agreements. Customer agencies initiate purchase agreements with LC for products/services through the registration process. The purchase agreement with LC may be in the form of a purchase order, interagency agreement, MIPR, or any agency document authorizing the transfer of funds to the Library. To constitute valid agreements all such documents must be signed/accepted both by the agency and by LC/FEDLINK. After LC signs and returns the purchase agreement, LC Financial Services Directorate (LC/FSD) invoices the agency for the funds obligated to LC. The customer may also elect to use an alternative customer agency document to transfer or obligate funds to LC. LC/Contracts issues Direct Pay notifications to vendors authorizing the amounts specified on the purchase order or alternative customer agency document. Only upon receipt of the direct pay notification and the agency's task/purchase order, may the vendor

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

F.4.3. FEDLINK Direct-Pay Notifications and Agency Task/Purchase Orders. FEDLINK Customers shall issue a local task/purchase order through LC/FEDLINK to the vendor for all orders over \$100,000. All orders up to \$100,000 shall be sent directly to the Vendor after the LC/FEDLINK Direct-Pay notification is issued. The task/purchase order shall reference the LC/FEDLINK contract number and the customer's FEDLINK ID, and shall indicate the task/purchase order funding level. Order sent directly to the Vendor shall not exceed \$100,000. For all orders over \$100,000, LC/FEDLINK will forward the customer's task/purchase order to the Vendor concurrent with the LC/FEDLINK Direct-Pay notification. Task/purchase order modifications shall also be forwarded to the Vendor through LC/FEDLINK. Upon receipt of the official LC task/delivery order, the vendor may begin service for the customer under the terms of the current contract. The vendor shall not begin, renew, cancel, or convert to the LC/FEDLINK contract any service for any FEDLINK customer until a direct-pay notification for that customer for that service for the current fiscal year has been received. The vendor shall not provide products/services to the customer in excess of the "not to exceed" (NTE) dollar amount indicated on the task/purchase order or as amended by any task/purchase order modification. The Government is not liable for services or products provided which exceed the NTE dollar amount. Authority to provide service under an LC/FEDLINK order expires on September 30 of each fiscal year unless specifically stated otherwise on the task/delivery order or purchase order.

F.4.3. 1. Customer Identification. FEDLINK assigns a unique four-character FEDLINK ID to each customer. After receiving the LC/FEDLINK direct-pay notification, all vendor correspondence and oral communications with FEDLINK regarding customers shall identify the customer by the FEDLINK ID and direct-pay notification control number for the customer as indicated on the notification. The vendor may also assign its own account numbers, user IDs or other identifiers to customers, but may not use these identifications instead of the FEDLINK ID.

F.4.4. Invoice Payment for Direct Pay Customers. The vendor shall invoice customers directly as specified on the customer agency's task/purchase order. LC/FEDLINK shall not process invoices for Direct Pay customers. Review FAR 52.204-7 and FAR 52.232-33 regarding Central Contractor Registration (CCR).
http://www.acquisition.gov/comp/far/current/html/52_200_206.html

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

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

F.6. FEDLINK SERVICES TO VENDORS.

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

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

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

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

VENDOR CONTRACT ADMINISTRATOR:

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

Name, Title: BREWSTER, KATHLE, Digital Librarian
 Company: INTERNET ARCHIVE
 Address: 116 SHERIDAN AVENUE, THE PRESIDIO OF SF
SAN FRANCISCO, CA Zip Code: 94129
 Telephone: 415.561.6767 FAX: 415.840.0391 e-mail Address: BREWSTER@ARCHIVE.ORG

VENDOR CONTACT FOR TASK/DELIVERY ORDERS:

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

Name, Title: ROBERT MILLER, Director of Books
 Company: INTERNET ARCHIVE
 Address: 116 SHERIDAN AVENUE, THE PRESIDIO OF SF
SAN FRANCISCO, CA Zip Code: 94129
 Telephone: 415.561.6767 FAX: 415.840.0391 e-mail Address: ROBERT@ARCHIVE.ORG

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

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

Name, Title: JACQUES CRESSATY, Director of Administration
 Company: INTERNET ARCHIVE
 Address: 116 SHERIDAN AVENUE, THE PRESIDIO OF SF
SAN FRANCISCO, CA Zip Code: 94129
 Telephone: 415.561.6767 FAX: 415.840.0391 e-mail Address: JACQUES@ARCHIVE.ORG

VENDOR CONTACT FOR CUSTOMER SERVICE:

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

Name, Title: ROBERT MILLER, Director of Books
 Company: INTERNET ARCHIVE
 Address: 116 SHERIDAN AVENUE, THE PRESIDIO OF SF
SAN FRANCISCO, CA Zip Code: 94129
 Telephone: 415.561.6767 FAX: 415.840.0391 e-mail Address: ROBERT@ARCHIVE.ORG
 Cell : 415.640.1092

Addendum to FAR 52.212-4, Contract Terms and Conditions-Commercial Items.

In accordance with the tailoring provisions of FAR 12.302, this addendum amends certain provisions of FAR 52.212-4, as set forth herein. As used herein, the Contractor is referred to as "Internet Archive."

1. Section (h) Patent Indemnity. This section is hereby deleted in its entirety.

2. Section (o) Warranty. This section is hereby deleted and replaced in its entirety with the following:

INTERNET ARCHIVE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING ITS PERFORMANCE UNDER THIS CONTRACT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.