

Library Support ServicesSOLICITATION NUMBER: FCC-RFP11000018

NOTICE DETAILS**Solicitation #:**

FCC-RFP11000018

Procurement Type:**Combined Synopsis/Solicitation****Date Posted:**

August 17, 2011

Title:

Library Support Services

Classification Code:

R -- Professional, administrative, and management support services

NAICS Code:

561210 -- Facilities Support Services

Is this a Recovery and Reinvestment Act Action?:

No

Response Date:

Aug 29, 2011 12:00 pm Eastern

Primary Point of Contact.:

Arnett A. Rogiers,
(Acting) Chief of Contracts & Purchasing Center
arnett.rogiers@fcc.gov
Phone: 202-418-1973
Fax: 202-418-0237

Description:

THIS IS A COMBINED SYNOPSIS/SOLICITATION FOR COMMERCIAL ITEMS PREPARED IN ACCORDANCE WITH THE FORMAT IN SUBPART 12.6 AS SUPPLEMENTED WITH ADDITIONAL INFORMATION INCLUDED IN THIS NOTICE. THIS ANNOUNCEMENT CONSTITUTES THE ONLY SOLICITATION, PROPOSALS ARE BEING REQUESTED AND A WRITTEN SOLICITATION WILL NOT BE ISSUED.

The Federal Communication Commission (FCC) is issuing this full and open competitive RFP11000018 as a combined synopsis and solicitation. This announcement constitutes the only solicitation, proposals are being requested and a written solicitation will not be issued. The RFP Proposals Document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 05. Standard Industrial Classification is 8999, Miscellaneous Services. The NAICS Code (s) for this action is 561210 and 541512, Facilities Support Services and Computer Systems Design Services Record Production. The FCC will conduct this acquisition using Federal Acquisition Regulation (FAR) Subpart 12, Acquisition of Commercial Items under the FAR as supplemented with additional information included in this notice. If you are interested in this acquisition, you may participate by

submitting your response in accordance with the following instructions. The solicitation is posted on the FedBizOps website at: <https://www.fbo.gov> and the FCC website at: www.fcc.gov/omd/contracts/preaward/. It is the responsibility of each interested offeror to monitor the FedBizOps and FCC websites at: <https://www.fbo.gov> and www.fcc.gov/omd/contracts/preaward/ for any updates and amendments to this solicitation. This solicitation will also be posted on the FCC website at: www.fcc.gov/omd/contracts/pre-award for information purposes only.

The FCC is issuing this solicitation for the purpose of entering into a (Contract Type to be Determined at Contract Award). The Government intends to make a single-award without conducting discussions with offerors. Potential offerors are encouraged to propose and submit the contract type that best represents their ability to meet all requirements in the statement of work (SOW). If you are interested in this acquisition, you may participate by submitting proposal accordance with the following instructions.

Proposals shall be submitted to: eProposals@fcc.gov

The following information shall be inserted in the subject line of your e-mail submission:

"RFP11000018 Library Support Services"

The deadline for submission of quotes is: August 29, 2011 at 12:00 PM (EST).

The deadline for submission of questions to the contracting officer is: August 24, 2011 at 12:00 PM (EST).

All potential offerors are cautioned to strictly adhere to the provisions of this RFP. Questions received after this deadline will not be addressed by the government.

Quote Submission Instructions

1. All offerors shall follow the instructions hereby set forth and submit their proposal with the completed coversheets (Attachment 2). Offerors submitting include a statement in their proposal affirming their business size status. Submit supporting documentation to provide proof of representation of small business status. The Offeror shall submit their up-to-date Representations and Certification information and include a statement that the offeror has registered in the Central Contractor Registration (CCR) site and has submitted Annual Representations and Certifications via the On-line Representations and Certifications Application (ORCA) and include them in Part II as stated in this letter. Your proposal shall indicate an acceptance period of no-less-than 90 days from the due date for submission.
2. Proposals shall be submitted electronically in two separate e-mail attachments as described in paragraphs (3) and (4) below. Each of the parts must be complete in itself so that the evaluation of each part may be conducted independently, and so the technical and management part may be evaluated strictly on its own merit. Proposals shall be submitted in the format, if any, prescribed elsewhere in this solicitation.
3. A page is considered to be one sided of a single sheet of "8 ½ X 11" paper, single space not smaller than 12 point type font, and having margins at the top, bottom and sides of the pages at no less than one inch in width.
4. Offerors shall limit their Technical Quote to five (5) Pages. Offerors are cautioned that if Part 1 of their offer exceeds this page limitation, the Government may elect to only evaluate up through the permitted number of pages only. Thus, pages beyond the specified limit may not be evaluated.

SEE ATTACHED STATEMENT OF WORK & INSTRUCTIONS TO OFERORS

Place of Contract Performance:

Federal Communications Commission - Headquarters

Washington, District of Columbia 20554
United States

Archiving Policy:
Manual Archive

Allow Vendors To Add/Remove From Interested Vendors:
Yes

Allow Vendors To View Interested Vendors List:
Yes

Is this a Schedule Notice:
No

ATTACHMENTS

RFP Library Support Services Is this package sensitive/secure? No
<u>RFP - Library Services Support 08-17-11.doc</u> (338.00 Kb) Description: RFP Instructions
<u>FCC Library Services SOW 8-16-11.doc</u> (130.50 Kb) Description: Statement of Work
<u>PART 12 Clauses.doc</u> (152.50 Kb) Description: FAR Clauses



**Federal Communications Commission
Washington, DC 20554**

Reply to Attn of: **Contract & Procurement Center**

17 August 2011

TO: Interested Firms

SUBJECT: Request for Proposal (RFP-Number 11000018 for the Federal Communications Commission's (FCC) "Library Services Support"

The Federal Communication Commission (FCC) is issuing this full and open competitive RFP as a combined synopsis and solicitation. This announcement constitutes the only solicitation, proposals are being requested and a written solicitation will not be issued. The RFP Proposals Document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 05. Standard Industrial Classification is 8999, Miscellaneous Services. The NAICS Code (s) for this action is 561210 and 541512, Facilities Support Services and Computer Systems Design Services Record Production. The FCC will conduct this acquisition using Federal Acquisition Regulation (FAR) Subpart 12, Acquisition of Commercial Items under the FAR as supplemented with additional information included in this notice. If you are interested in this acquisition, you may participate by submitting your response in accordance with the following instructions. The solicitation is posted on the FedBizOps website at: <https://www.fbo.gov> and the FCC website at: www.fcc.gov/omd/contracts/preaward/.

It is the responsibility of each interested offeror to monitor the FedBizOps and FCC websites at: <https://www.fbo.gov> and www.fcc.gov/omd/contracts/preaward/ for any updates and amendments to this solicitation. This solicitation will also be posted on the FCC website at: www.fcc.gov/omd/contracts/pre-award for information purposes only.

The FCC is issuing this solicitation for the purpose of entering into a Firm-Fixed Price Type Contract Award). The Government intends to make a single-award without conducting discussions with offerors. Potential offerors are encouraged to propose and submit the contract type that best represents their ability to meet all requirements in the statement of work (SOW). If you are interested in this acquisition, you may participate by submitting proposal accordance with the following instructions.

- ❖ **Proposals shall be submitted to: eProposals@fcc.gov**
- ❖ **The following information shall be inserted in the subject line of your e-mail submission:**

"RFP No. 11000018 Library Support Services"

❖ **The deadline for submission of quotes is: August 29, 2011, at 12:00 PM (EST).**

All potential offerors are cautioned to strictly adhere to the provisions of this RFP. **Questions received after this deadline will not be addressed by the government.**

Quote Submission Instructions

1. All offerors shall follow the instructions hereby set forth and submit their proposal with the completed coversheets (Attachment 2). Offerors submitting include a statement in their proposal affirming their business size status. Submit supporting documentation to provide proof of representation of small business status. The Offeror shall submit their up-to-date Representations and Certification information and include a statement that the offeror has registered in the Central Contractor Registration (CCR) site and has submitted Annual Representations and Certifications via the On-line Representations and Certifications Application (ORCA) and include them in Part II as stated in this letter. Your proposal shall indicate an **acceptance period of no-less-than 90 days** from the due date for submission.
2. Proposals shall be submitted electronically in two separate e-mail attachments as described in paragraphs (3) and (4) below. Each of the parts must be complete in itself so that the evaluation of each part may be conducted independently, and so the technical and management part may be evaluated strictly on its own merit. Proposals shall be submitted in the format, if any, prescribed elsewhere in this solicitation.
3. A page is considered to be one side of a single sheet of "8 ½ x 11" paper, single spaced, using not smaller than 12 point type font, and having margins at the top, bottom and sides of the pages of no less than one inch in width.
4. Offerors shall limit their Technical Quote to **Five (5) Pages**. Offerors are cautioned that if Part I of their offer exceeds this page limitation, the Government may elect to only evaluate up through the permitted number of pages. Thus, pages beyond the specified limit may not be evaluated.

Attachments:

ATTACHMENT NO. 1

SCHEDULE B- SUPPLIES OR SERVICES AND PRICES/COST

SECTION A – SUPPLIES OR SERVICES AND PRICES/COSTS

SECTION B – SCHEDULE OF ITEMS

The Government shall pay the Contractor for accepted services in accordance with the schedule below. For each period of performance on (To be Determined) basis, the Contractor shall indicate the total price inclusive of all cost. The total price shall include of all cost such as (travel, incidentals, materials etc...,)

Item No.	Supplies or Services Description	Unit Price	Extended Total Price
000 1	Base Period of Performance xx Sep 2011 – xx August 2011 Library Services Support and Computer Systems Design Services pursuant to the SOW.	\$ _____ _____	\$ _____ _____

ATTACHMENT NO. 2
Quote Cover Page
(To be placed on the top page of the of your offer)

Company Name:

Company Representative for GSA Orders:

Contact Phone:

Contact E-mail:

Payment Terms:

GSA Schedule Number and expiration date:

Please check business size: () Large () Small () Minority () Women-owned

TIN or SSN:

DUNS #:

NAICs Code:

Complete Mailing Address:

Other Pertinent Information:

Offer Acceptance Period (no less than 90 days from due date of quote):

Name and Title of Person Authorized to Sign Offer:

Signature:

Date:

ATTACHMENT NO. 3

PAST PERFORMANCE CONTACT INFORMATION SHEET

Offeror Information:

Name of Offeror Providing Services: _____

Address: _____

Past Performance Reference Information:

Name of Company/Organization Receiving
Services: _____

Address: _____

Telephone: _____ FAX: _____

Contract Information:

Contract Number: _____ Dollar Value (Annual):

Performance Period: _____ Performance Location: _____

Type of Contract (Check all that apply):

Fixed Price _____ Cost Reimbursement _____ Other (specify) _____

Negotiated _____ Sealed Bid _____ Competitive _____ Non-Competitive _____

Basis of Payment:

Labor/Equipment Hours _____ Other (specify) _____

Type & Extent of Subcontracting: _____

Description of Services Provided: _____

ATTACHMENT NO. 4

NON-DISCLOSURE AGREEMENT

I, _____, as an employee/subcontractor/consultant/representative of _____ (Contractor), operating under the terms and conditions of Contract No. _____ with the Federal Communications Commission (FCC), understand that during the course of performing duties relating to such contract or subcontract, I may be furnished or provided access to non-public information that is the property of, submitted for review or evaluation by, or collected or results from the performance of the contract between _____ (Contractor) and the FCC, and that such confidential/proprietary information shall be used only as directed.

I certify that I will not disclose any non-public information to any Contractor employees nor to any non-contractor personnel except those who have been authorized in writing by the FCC to receive such information and who have executed the same or similar Non-Disclosure Agreement. This agreement shall not be assigned, delegated nor any right or duty hereunder be transferred to any other individual or organization. I understand that the prohibition on disclosure of the protected information is an ongoing obligation and does not terminate with completion of the contract work.

CONFLICT OF INTEREST

In connection with performance of my work under or relating to this contract, I agree to abide by provisions contained in the contract's Conflict of Interest clause. I further agree that I will not will not dispute the validity of, nor take positions inconsistent with, the work product generated for the FCC in connection with this contract.

Signature	Printed Name	Date
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Title	Company
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Address	Phone	E-mail
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Key Personnel: **Yes** **No**

**Federal Communications Commission (FCC)
LIBRARY SUPPORT SERVICES
STATEMENT OF WORK**

1.0 PURPOSE

This Statement of Work (SOW) is to establish a contract to provide contractor services in continuing the revitalization of the FCC Library and its online components, (the e-Library, and the Sirsi- Symphony Integrated Library System (ILS)), to maintain their shared status as key providers of the relevant, readily available, and routinely updated research and reference information that FCC staff needs to carry out mission-criteria functions.

The Contractor shall provide support for, and improvement of, day-to-day library services; such as the provision of publications and information to FCC staff, ongoing collection development and acquisition support, as well as the maintenance of the e-Library, the ILS, and development and delivery of training programs and targeted information to increase awareness and use of the online services.

The FCC library has moved from a centralized collection of reference material to a combination of centralized library activities and electronic delivery of online information resources and services. Today, a substantial amount of time is delivered by means of, or is available for retrieval over, the Commission's computer network.

The mission of the FCC library is to provide employees with up-to-date reference information to enable them to perform their jobs more effectively. The FCC Library does this by providing desktop access to legal, technical, business, and other reference materials; an up-to-date core collection of communications-related books, journals, and other documents; and assistance in identifying and obtaining other relevant information.

2.0 BACKGROUND

The Federal Communications Commission (FCC) is an independent agency established by the Communication Act of 1934, as amended, to regulate all interstate and international communication by wire, radio, television, satellite, and cable in order to ensure the availability of nationwide wire and radio communication services at a reasonable charge and to promote the safety of life and property.

The Commission's library serves the 1,900 to 2,000 employees of the Commission and contains approximately 8,000 titles and 39,000 volumes of books, monographs, journals, and research publications. It also offers desktop access to major online information sources. It is currently open to FCC employees only.

In the last sixteen years, the explosive growth of the telecommunications industry and the overall shift from regulation to the encouragement of competition has led to a new, faster-paced requirement for information.

Several years ago, responding to this need, the Office of the Managing Director (OMD) authorized a “re-engineering” of FCC library services. As a result, today much of the vital basic research and reference information has been brought to individual FCC employee desktops and specialized research tools are delivered to those offices with clearly defined needs. The FCC Library managers are also actively engaged in increasing awareness of Library holdings and services, through regular promotional outreach to patrons.

3.0 SCOPE OF WORK

The Commission has a requirement for support relative to the two main areas of tasks as detailed below. The Contractor shall provide all labor, material and related resources to support collection management and customer service activities, as well as assistance in the support and maintenance of the library and the services and systems that constitute the e-Library and the ILS.

4.0 WORK REQUIREMENTS - TASKS

4.1. Core Task – Summary

The Contractor shall provide within 15 days of contract award and, upon approval, implement, within 10 business days, a final staffing plan for operating and managing the day-to-day functions of the existing physical library, its online components, and library collection maintenance, which includes shelving as well as original and copy cataloging.

4.1.1.1 Front Desk Support – Subtask I

The Contractor shall provide front-desk support for the Library during the hours of operation. The FCC’s hours of operation are Monday through Friday. 8:30 a.m. until 5:30 p.m. This support shall include the processing of incoming and outgoing materials to ensure the inventory control of the library’s materials by circulation. The Contractor shall support the Commission’s participation in the Washington, DC – based Inter-library Loan (ILL) program. The Contractor shall also respond in a timely manner to staff requests received in person, by telephone and email. The Contracting Officer’s Technical Representative (COTR) shall be provided, via email and paper copy, a written monthly activity report, no later than the fifth business day of the following month, on the number and status of incoming and outgoing material and staff requests for assistance. At the end of the year (end of 12 month period), the contractor shall provide an end-of-year summary of the Library’s activities, highlights, and proposed projections for the next year.

4.1.1.2 Specialty Reference Services – Subtask II

The Contractor shall proactively identify, develop and provide updates on current reference resources, research techniques, new releases, and items of interest to the three

core groups (economists, attorneys and engineers) within the Commission with the goal of helping these core groups stay current on recent developments in their fields. The format and delivery method of these “Information Alerts” shall be proposed by the Contractor and approved by the COTR. The Contractor shall coordinate development of the “Information Alerts” with the FCC University, when appropriate, and will receive the authorization of the COTR.

4.1.1.3 Collection Maintenance and Management – Subtask III

The Contractor shall support the intake and catalog processing of books, serials, journals, microfilm, Compact Disk (Read only memory) (CD-ROM) including items to be catalogued, in original or copy format, and shelved. The Contractor shall physically process all collection acquisition materials in accordance with established guidelines of the FCC Library and the ILS (Sirsi-Symphony Integrated Library System). This may include attaching bar codes, property stamps, spine labels, and entering information about the acquisition into the online catalog, the Online Computer Library Center (OCLC) and any other appropriate bibliographic utility. The Contractor shall support the Library management in the identification of materials for special handling, such as archiving, preservation, de-accession or destruction. The Contractor shall create online catalog records according to the Anglo-American Cataloguing Rules, Second Edition, (AACR2) standards, Library of Congress (LC) subject headings, and LC classification and collection prefixes and such records shall be loaded in a timely fashion in the online catalog and the OCLC to facilitate the speed of access to all patrons without unnecessary delay. Cataloging of library materials shall meet the OCLC Level K standard. Items shall be processed to the shelves and to the ILS in a timely manner, to facilitate the speed of access to all patrons without unnecessary delay. Copy cataloging shall be completed within five days and original cataloging shall be completed within 10 business days of receipt. Rush items shall be cataloged within 24 hours of date of receipt. Information and notification of newly acquired and cataloged items shall be prepared for inclusion in the on-line catalog and the e-Library, as appropriate, and in a timely manner, so as to facilitate knowledge and access, without undue delay. This activity shall include assistance with the tracking, recording, and management of periodical and loose-leaf service subscriptions and renewals. Such assistance shall include ongoing liaison with the publisher and/or contractors of such periodical and loose leaf services.

4.1.1.4 Acquisition Support – Subtask IV

The Contractor shall maintain the existing “Suggested Library Acquisitions” box, both physical, within the Library, and electronically, on the e-Library. During the months of January and June, the Contractor shall solicit from FCC staff, via email, recommendations for new information- resource acquisitions. The Contractor shall also develop, for quarterly submission to the COTR, a list of recommended acquisitions independent of patron suggestions. The Contractor shall maintain an ongoing written

record of all recommended titles, noting the date, origin and status of the suggested acquisition. This written record shall be maintained on the FCC's "shared drive", in a mutually agreed (Contractor and Government Representative) format.

4.1.1.5 Electronic Reference Center (e-Library) and Integrated Library System Support (ILS) - Subtask V

The Contractor shall assist in the continuing expansion and maintenance of the e-Library. Such assistance shall include, but not limited to: the draft, design and maintenance of new pages

for posting on the e-Library; proposals form and implementation of enhancements to the e-Library; removal of outdated information and links, assuring that postings are current and relevant; coordination with other FCC intranet site developers; the provision of statistical reports concerning e-Library usage; and researching and adding other appropriate reference, library and communications-related links. The Contractor shall monitor and maintain the e-Library on at a monthly basis as a minimal and on an as-needed basis, working in condition with the appropriate FCC Information Technology Center (ITC) web-hosting staff, the Library's Senior Reference Librarian (a Full Time Employee (FTE) with the FCC) and the COTR.

The Contractor shall assist in the continuing expansion and maintenance of the ILS. Such assistance shall include, but not limited to, the maintenance of the existing ILS collections and the entry of new titles. The Contractor shall monitor and maintain the ILS on an as-needed basis, working in coordination with the appropriate FCC ITC staff and the Sirsi-Symphony Maintenance staff.

4.1.1.1.6 Organization and Maintenance of the e-Library Intranet Web-Sites – Subtask VI

The Contractor shall upgrade, organize, maintain and create web pages for the e-Library Intranet Web-sites. The e-Library currently has over thirty pages linked to the e-Library homepage. The Contractor shall provide text, graphics and designs for inclusion in the Web Design. Each page shall have new backgrounds created and any and all current material shall be updated. Currently there are multiple versions of the individual links that are no longer needed and must be eliminated (duplication). The Contractor shall link appropriate e-Library homepage to the subordinate Web pages.

The Contractor shall serve as the technical expert in the area of Web technologies used on the e-Library Intranet Web-sites, like JavaScript, graphics development, Portable Document Format File (PDF) conversion, and Cascading Style Sheets.

The Contractor shall ensure that the e-Library products are compliant with Federal Section 508 Rehabilitation Act of 1973 requirements. Section 508 requires that when Federal agencies develop, procure, maintain, or use electronic and information technology, they must ensure that it is accessible to people with disabilities. As other Web technologies are investigated or put into place by the Library, the Contractor shall also provide supporting expertise.

The Contractor shall provide technical support in meetings with the Library staff and other ad hoc activities. This includes evaluating current procedures for web publishing guidelines for posting information and maintaining information on the Agency server.

4.2 Non-Core Task – Summary

In addition to the Contractor providing assistance in continuing the revitalization of the FCC Library and its online components, the Contractor shall propose expansions or enhancements in an effort to improve the overall staff usage, management and operations of the Library. At a minimum, the Contractor shall develop training aids to expand awareness of the Library's capabilities, services and offerings; and update existing operational and procedures.

4.2.1 Library Marketing and Improvement – Subtask I

One requirement of these non-core tasks shall include a written proposal of how the Library, the e-Library and the ILS could be better utilized, to:

Manage the Library client services and outreach and awareness efforts; and
Develop and implement programs and services to increase staff usage of both the physical library facility and its online components.

This written proposal shall be prepared and submitted to the COTR for review and approval within four (4) months from date of contract award.

4.2.2 Library Marketing, Improvement and Awareness Efforts – Subtask II

The Contractor shall assist in developing and implementing outreach and awareness efforts, activities, events and initiatives aimed at the Commission's bureaus and offices (Serve operating bureaus and nine offices). These efforts shall have as their goal creating and increasing interest and awareness within the Commission of the Liberty's offerings and services. The Contractor shall draft recommendations and submit for review and approval to the COTR suggested "outreach" efforts and materials as part of the written proposal stated at 4.2.1 Library Marketing and Improvement – Subtask I.

The Contractor shall propose and organize scheduled activities and produce drafts of "marketing" materials, including customer satisfaction surveys. Upon review and approval by the COTR, the Contractor shall distribute the material and/or announcements of these efforts, host and/or otherwise implement the effort. At a minimum, at least once a year, an outreach effort shall be recommended and specifically designed to include an individual bureau or office (or combined effort, if appropriate) in coordination with the Bureau/Office Chief(s) and COTR.

4.2.3 Administer and Update Library Policies and Operating Procedures – Subtask III

The Contractor shall assist in further improving the management and operations of the Library and building upon the existing accomplishments. The Contractor shall review existing written policies and operating procedures and propose updates, revisions expansions and new policies and procedures, as required for all Core Functions, as listed at 4.1.1.

5.0 DELIVERABLES

5.1 General

All written deliverables shall be provided to the COTR. The COTR will review each deliverable and provide comments to the Contractor within ten(10) business days of the submission of each document or item; the Contractor shall incorporate any comments and return a revised report to the COTR within five (5) business days of receipt. All written deliverables shall become the property of the FCC. Each deliverable shall be submitted in one (1) hard copy and in an acceptable electronic format using Microsoft Excel, Microsoft Word or any other format mutually agreed upon between the COTR and the Contractor. The time frames and format requirement apply to all written reports, documents and findings to be delivered to the COTR.

The Organization and Maintenance of the e-Library Intranet Web-Sites Subtask VI shall be delivered within one year of the contract award.

5.2 Meetings between the Contractor and the COTR

Within three (3) business days of the contract award, the COTR and the Contractor will hold a Post Award Conference at FCC Headquarters, which will include, at a minimum, the Contractor Key Personnel and COTR. The Contractor shall propose an agenda in advance, in writing, to the COTR.

The Contractor shall be available once each week, at a mutually agreed time, not to exceed one (1) hour, to meet with the COTR for the purpose of providing a verbal progress report. This deliverable is expected to be ongoing and for the life of the contract.

5.3 Monthly Reports

The Contractor shall be responsible for submitting a monthly report to the COTR identifying such activities and events as described in the different tasks, but to include at a minimum, work accomplished, significant events, issues, deliverables, and projected events for the following reporting period.

At a minimum: the report will be submitted by the fifth business day of each month and include:

A summary of the Information Alerts concerning new acquisitions, pertinent research to the three specialty profession; and

A statistical profile of front desk activities, such as items in circulation, patron traffic count, and reference assistance request; and

A statistical report on number of ILL requests received and fulfilled; and

A list of any/all new titles requested or recommended by patrons or Contractor staff.

6.0 PERIOD OF PERFORMANCE

The period of Performance is:

Period	<u>Start Date</u>	<u>End Date</u>
Base Period:	To Award	12 months after To Award
Option Period 1:	Option Exercise	12 months after Option Exercise
Option Period 2:	Option Exercise	12 months after Option Exercise
Option Period 3:	Option Exercise	12 months after Option Exercise
Option Period 4:	Option Exercise	12 months after Option Exercise

7.0 PLACE OF PERFORMANCE – SERVICES

The services specified by this contract shall be performed at the following location(s):

FEDERAL COMMUNICATIONS COMMISSION
445 12TH Street, S.W.
Washington, DC 20554

8.0 DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

A. The Contracting Officer's Technical Representative (COTR) is as follows:

COTR: **Ms. Sheryl D. Todd**
 445 12th Street, S.W
 TW-B204 E
 Washington, DC 20554
 Sheryl.Todd@fcc.gov
 (202) 418-7386

B. The COTR is responsible for the technical direction of the contract work. In no event, however, will any understanding, agreements, modification, change in order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual document executed by the Contracting Officer prior to completion of contract.

C. The Contracting Officer shall be informed as soon as possible of any actions or inactions by the Contractor or the Government which may affect the price, required delivery or completion times in the contract, so that contract may be modified if necessary. Whenever, in the opinion of the contractor, the COTR request efforts outside the scope of the contract, the contractor shall advise the COTR. If the COTR persists and there still exists a disagreement as to proper contractual coverage, the Contracting Officer should be notified immediately, preferably in writing of time permits. Proceeding with work without proper contractual coverage could result in non-payment.

9.0 CONTRACT ADMINISTRATION

The Contracting Officer is the only person authorized to approve changes. This authority remains solely with the Contracting Officer. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and NO adjustment will be made in the contract price to cover any INCREASE incurred as a result thereof.

A. The Government points of contact are as follows:

1. Procuring Contracting Officer: Mr. Arnett A. Rogiers

Address:
FCC/OMD/AO/CPC
445 12TH Street, SW
Room No. 1A524
Washington, DC 20254

Phone: (202) 418-1973
Fax: (202) 418-0237

2. Contracting Officer Technical Representative (COTR) Ms. Sheryl D. Todd

Address:
FCC/OMD/OS
445 12TH Street, SW
Room No. TW-B204E
Washington, DC 20254

Phone: (202) 418-7386
Fax: (202) 418-0281

10.0 GOVERNMENT AND CONTRACTOR RELATIONSHIPS

The Commission and the Contractor understand and agree that the services to be provided under this contract by the Contractor to the FCC are non-personal services. The

parties recognize that no employee relationship exists or will exist under this contract. The Contractor contracts with the FCC to furnish the specified services fully described herein and are accountable to the FCC only for furnishing such services, materials, or work ordered.

11.0 CONFIDENTIALITY AND CONFLICT OF INTEREST

The following Confidentiality and Conflict of Interest clauses shall be incorporated into each contract awarded under this procurement and any task orders issued under such Contract(s):

A. CONFIDENTIALITY

1. The Contractor and any personnel assigned to work on any task orders issued under this Contract, including any employees, subcontractors, subcontractor employees, consultants, agents, or other representatives of the Contractor (collectively “the contract personnel”) are restricted as to their use or disclosure of non-public information obtained during the ordering period of this contract or the period of performance of any task order(s) issued under this contract (collectively, the “Contract/order term”). Non-public information means any information that is not routinely available for public inspection. Section 0.457 of the FCC’s rule (47 C.F.R. § 0.457) lists different types of non-public information maintained at the FCC including, but not limited to, information that is subject to the attorney-client privilege, the attorney work product doctrine, the deliberative process privilege, or any other relevant claims of privilege and exempt from disclosure under the Freedom of Information Act. It is the responsibility of the Contractor and contract personnel to preserve all non-public information in confidence.

2. The Contractor and contract personnel may not discuss or disclose non-public information, either within or outside the Contractor’s organization, except (a) FCC employees authorized by the Contracting Officer to receive such information; (b) for approved contract personnel who have executed a Non-Disclosure Agreement (Attachment 1 to the RFQ as necessary for performance of work under the Contract; or (c) as directed in writing by the Contracting Officer. The Contractor is responsible for ensuring that all contract personnel execute the attached Non-Disclosure Agreement and providing executed Non-Disclosure Agreements to the Contracting Officer before contract personnel commence any work under this Contract. These procedures apply to any contact personnel assigned to perform work under this contract following award.

3. Request for the use of any non-public information obtained during, or resulting from, the performance of the contract must be addressed in writing to, and approved in writing by, the Contracting Officer. In the event the Contractor is issued a subpoena, court order, or similar request seeking information related to this contract, the Contractor will notify the Contracting Officer in writing within one calendar day of knowledge or receipt of such request, whichever is sooner.

4. The prohibition on disclosure of information described above is an ongoing obligation of the Contractor and contract personnel and does not terminate with completion of work under this contract or, with respect to contract personnel, upon conclusion of an individual's employee/consultant/representative relationship with the Contractor or its subcontractor(s).

B. CONFLICT OF INTEREST

1. The Contractor is expected to provide high quality service to the Commission that is free from bias, and personal and organizational conflicts of interest (see *e.g.*, FAR Part 9.5), including the appearance of impropriety or unprofessional conduct. At all times, the Contractor must exercise organizational independence to ensure its ability to objectively and critically assess the FCC's programs and activities.

a. Neither the Contractor nor any contract personnel may perform services under this contract that directly relate to matters on which it has worked in the past (other than for the FCC) without explicit authorization in writing from the Contracting Officer. For example, the Contractor may not perform audit work under a contract if it, or any contract personnel, had any role or involvement in the preparation, analysis, or review of the work that is being audited. Any such past role or involvement is deemed to create, at a minimum, a potential conflict of interest and must be reported in writing immediately to the Contracting Officer for review and disposition.

b. During and after the CONTRACT/order term, neither the Contractor nor any contract personnel may dispute the validity of any work product generated under this contract in any matter adverse to the interests of the FCC. For example, neither the Contractor nor contract personnel may challenge audit methodologies, findings, etc. on behalf of any entity audited in connection with this contract if the Contractor or contract personnel had any role or involvement in the preparation, analysis, or review of such work for the FCC.

c. During the contract/order term and for a period of six (6) months thereafter (*i.e.*, 6 months after completion of the contract ordering period or completion of all work performed under any contract task order, whichever is later), neither the Contractor nor any contract personnel may provide service to any third party (*i.e.*, any party other than the FCC or the Contractor) with respect to any matter that directly relates to the subject matter of any task issued under this contract. Any such representation is deemed to create, at a minimum, potential conflict of interest and must be reported in writing immediately to the Contracting Officer for review and disposition.

d. During the contract order term, and for a period of three (3) months after expiration of the CONTRACT/order term, neither the Contractor nor any contract personnel may provide services to any third party with respect to any matter indirectly relating to the subject matter of any task issued under this contract without first providing a detailed written explanation of the proposed services to be rendered and obtaining the written

consent of the Contracting Officer in connection therewith. The Contracting Officer's consent shall not be unreasonably withheld.

e. In connection with both the Contractor's confidentiality obligations in Paragraph A ("Confidentiality") above and the conflict of interest requirements herein, the Contractor must submit, within 7 days of contract award, a detailed plan and description of its record retention and access practices and its so-called "Chinese Wall" procedures; *e.g.*,

f. Procedures for handling and protecting confidential information; procedures for determining the existence of an actual or potential conflict of interest with respect to the Contractor or contract personnel; and controls for limiting and/or monitoring information exchange by contract personnel that would be employed in the event an actual or potential conflict of interest is identified.

2. Offerors shall submit the following information to the Contracting Officer with their responses to this RFQ:

- A. Name, address, and telephone number of any client of the offeror or any proposed subcontractor(s) or consultant(s), and a description of the service rendered, if, in the two (2) years preceding the date of this solicitation, services were rendered to such client relating directly or indirectly to the subject matter of the services to be provided to the FCC under the instant procurement.
- B. A description of any policy or advocacy activities by the offeror or any proposed subcontractor(s) or consultant(s) with respect to the FCC or any other Government agency that relate directly or indirectly to the financial management and performance services that are within the scope of the Contract *e.g.*, *ex parte* presentations; comments submitted in an agency proceeding; etc.

Any failure to avoid, neutralize or mitigate any actual or potential conflict, or the appearance of such, to the satisfaction of the Government may render an offeror ineligible for award of a task order.

3. The Contractor shall promptly report to the Contracting Officer any changes to the list provided in paragraph 2 above that may arise during the contract term. The FCC may also require the Contractor to submit a revised list in its response to a solicitation for any work under this task order.

4. The Contractor is required to take all reasonable measures to monitor the existence of actual or potential conflict of interest, or the appearance of such, during the contract term. If the Contractor discovers an actual or potential conflict of interest, or the appearance of such, at any time during the contract term, it shall make an immediate and full disclosure in writing to the Contracting Officer of the nature of the conflict (in sufficient detail so that the FCC can determine the existence and extent of the conflict) and the action which the Contractor has taken or propose to take to avoid, neutralize, or mitigate the conflict.

5. The Contracting Officer may direct the Contractor to avoid, neutralize, or mitigate any actual or potential conflict of interest, or the appearance of such, and may specify particular measures that the Contractor is required to take. The Contractor recognizes that the failure to avoid, neutralize, or mitigate any actual or potential conflict of interest, or the appearance of such, to the satisfaction of the FCC may render it ineligible for consideration for, or award of, future task orders, and/or subject to default termination of any or all task orders awarded to the Contractor. If the Contractor fails to disclose an actual or potential conflict of interest, or the appearance of such, of which it is aware, or misrepresents relevant information regarding same to the Contracting Officer, the FCC may take any of the actions described in the proceeding sentence and report the Contractor's action to the GSA Contracting Officer for the Contractor's Schedule contract.

12.0 ACCEPTANCE – SINGLE LOCATION

The Contracting Officer or authorized representative will accomplish acceptance at the Federal Communications Commission, 445 12th Street, SW, Washington, DC 20554. For the purpose of this clause, the Contracting Officer's Technical Representative will be the authorized government representative. The Contracting Officer reserves the right to unilaterally designate a different FCC agent as the authorized representative. The Contractor will be notified by a written notice or by a copy of the delegation of authority if different representative is designated.

Acceptance shall be deemed to have occurred constructively – for the sole purpose of computing an interest penalty that might be due the Contractor under the Prompt Payment Act – on the 30th day after the Contractor has delivered the supplies or services in accordance with the terms and conditions of the contract. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the date of the actual acceptance.

13.0 INVOICES

(1) Invoices shall be submitted via email to: **FO-Einvoices@fcc.gov**. **In addition, copies of the emailed invoices shall also be sent to the CO and COTR.** The address is as follows: FCC Travel/Operations Group, Room #1A761, 445 12th Street, S.W., Washington, DC 20554.

The commission will return all improper invoices without action.

(2) Interest on Overdue Payment

Determination of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

(3) Payment due date:

(a) Unless otherwise specified in the contract, payments under this contract will be made on the 30th calendar day after the later of the date of actual receipt of a proper invoice in the office designated to receive the invoice, or (ii) the date tasks are formally accepted by the Government.

(b) If the services covered by a submitted invoice are rejected for failure to conform to the technical requirements of this contract, the provisions stated above will apply to the properly resubmitted document.

14.0 SUITABILITY AND SECURITY PROCESSING

1. General

1.1 All contract personnel are subjected to background investigations for the purpose of suitability determinations. Based on their proposed duties, some contract personnel may also be required to have security clearance determinations. No contract personnel may be assigned to work on the contract without a favorable initial review of the OF 306, *Declaration for Federal Employment* (http://www.opm.gov/forms/pdf_fill/of0306.pdf) or a written waiver from the FCC Security Operations Center (SOC).

1.2 Suitability, waiver, and security clearance determination investigations are currently conducted through the FCC Security Operations Center (202-418-7884). The individual contract employee will be provided with a review process before final adverse determination is made. The FCC requires that any contract personnel found not suitable, or who has a waiver cancelled, or is denied a security clearance, **be removed by the Contractor during the same business day that the determination is made.**

1.3 If the contract personnel is re-assigned and the new position is determined to require a higher level of risk suitability than the contract personnel currently holds, the individual may be assigned to such position while the determination is reached by the SOC. A new A-600 shall be necessary for the new position.

1.4 Contract personnel working as temporary hires (for ninety (90) days or less) must complete and receive a favorable initial review of the OF 306 and complete the contract personnel section of the FCC Form A-600, "FCC Contractor Record Form." If during the term of their employment they will have access to any FCC network application, they must also complete and sign the FCC Form A-200, "FCC Computer System Application Access Form."

2. At Time of Award

2.1 The FCC Security Operations Center (SOC) must receive the completed, signed OF 306 for each proposed individual member of the contract personnel (i.e., "contract employee") at the time of contract award. Resumes for all personnel proposed for assignment on the contract should be provided to the Security Office prior to the time of in-take processing (see below, 2.3.2). **The FCC SOC requires up to five (5) working**

days (from the date they are received) to process the OF 306 before any employee is allowed to begin work on the contract. A written waiver from the SOC may be obtained in special circumstances.

All contract personnel, regardless of task description, must complete this form. Without an approved, completed OF 306 on file at the SOC, no contractor employee may begin work. An approved OF 306 is one that has passed initial review by the SOC. During the course of the SOC review of the OF 306, the contract personnel may be interviewed by SOC staff regarding information on their OF 306.

2.2 In addition, the Contractor is responsible for submission of completed, signed computer security forms for each employee prior to that person beginning work on the CONTRACT (see Attachment No. 4 to the, FCC instruction 1479.1, FCC Computer Security Program Directive and sample forms.) The forms should be submitted to the FCC Computer Security Office.

2.3 The COTR shall begin processing their section of the FCC contract Personnel Record (FCC Form A-600) at this time. This form, with the COTR and CO portions completed, will be distributed at the time of contract award and must be submitted to the SOC within ten (10) working days.

2.4 The Office of Personnel Management (OPM) will issue a Certificate of Investigation (CIN) following the appropriate background investigation. The SOC notifies the CO and COTR and contract personnel who have received a favorable adjudication so they may receive their permanent access credential.

3. IDENTITY PROOFING, REGISTRATION AND CHECKOUT REQUIREMENTS

3.1 Locator and Information Services Tracking (LIST) Registration

The Security Operations Center maintains a Locator Form A-600, "FCC Contractor Record Form" captures the information for data entry into the LIST system.

3.2 Intake Processing

3.2.1 Following the processing of the OF 306 and an initial favorable suitability determination, (unless otherwise waived) the contractor personnel shall report to the FCC SOC for identity verification and access badge issuance on their first scheduled workday.

3.2.2 All new contract personnel must be escorted to the SOC by either the CO or COTR responsible for the contract. At this time the Contractor personnel must present two forms of identification; one of which must be a picture ID issued by a state, or the Federal Government. The other piece of identification should be the original of one of the following:

U.S. Passport (unexpired or expired)
Certificate of U.S. Citizenship (Form N-560 or N-561)
Certificate of Naturalization (Form N-550 or N-570)
School ID
Voter's registration card
U.S. Military card
Military Dependent's ID card
U.S. Coast Guard Merchant Mariner card
Native American Tribal Document
U.S. Social Security Card
Certification of Birth Abroad, (Form FS-545 or Form DS-1350)
Original or certified copy of a Birth Certificate, bearing an official seal

3.2.3 After identity verification, the individual shall complete the Fingerprint Card form, FD 258, the Fair Credit Report Act Form, and be photographed and issued the appropriate access badge.

3.2.4 At this time the contract employee shall be given on of the following forms, based on the security designation for the proposed support classification/position, to complete and return to the SOC within seven (7) business days:

- (i) **Low Risk Positions** – SF 85, Questionnaire for Non-Sensitive Positions
- (ii) **Moderate Risk Positions** – SF 85-P, Questionnaire for Public Trust Positions
- (iii) **High Risk Positions/Secret or Top Secret Clearances** – Standard Form (SF) 86, Questionnaire for Sensitive Positions

3.2.5 For any contract employee whose name is provided to the Commission for security investigation at (ii) or (iii) level, who subsequently leaves the subject contract, due to Contractor or contract employee decision, within the first year, the Contractor shall reimburse the Commission for the cost of the investigation. If the contract or contract is scheduled for completion in under one year and the contract employee for whom a security investigation has been done leaves prior to the work being done, the Contractor and SOC shall agree on a pro-rated amount of reimbursement. The cost may range from approximately \$400.00 (moderate risk) to \$3,000.00 (high risk). The Contractor will be provided a copy of the investigation invoice with the reimbursement request.

3.3 Monthly Contractor Personnel Reports

The monthly report verifying contract personnel working at the FCC is a crucial element in the agency's compliance with Homeland Security Presidential Directive (HSPD) 12. Accurate and timely reporting are required as part of the ongoing access control efforts as mandated by HSPD-12 and implementing directives.

3.3.1 The Contractor's Program Manager shall submit a contract personnel list to the SOC on the first working day of each month. This report shall be identified by the contract name and FCC number, and shall list all the contract employees working at the FCC in the immediately previous month.

3.3.2 The report shall highlight or list in some way those individuals who are no longer employed by the Contractor or who are no longer working on the subject contract. As well, any additional contract personnel who have been successfully processed for work on the contract since the previous report shall also be noted.

3.3.3 The report may be delivered electronically in MS Excel format. The covering email should contain a statement of certification of accuracy and should originate with the contract Program Manager or other Contractor executive personnel. The author of the email shall be considered the signatory.

3.3.4 No later than the 15th of each month, the SOC will notify the contract Program Manager, the author of the email covering the Monthly report (if different), the COTR and the Contracting Officer if the report is a) received after the first working, or b) contains errors in the listing. The notification will identify the reason for deficit in the report.

3.3.5 The first instance of either a) or b) above shall result in a Five Hundred Dollar (\$500.00) penalty against the Contractor. The assessed penalty shall increase in Five Hundred Dollars (\$500.00) increments for each subsequent Monthly report received either late or containing errors.

3.4 Checkout Processing:

3.4.1 All contract employees no longer employed on the subject contract, or at the termination of the contract, are required to report to the SOC and complete the sign-out portion of the FCC A-600, contract Personnel Record.

3.4.2 This process verifies the access badge has been returned to the SOC by the contract personnel.

(a) If the checkout processing is not completed by the contract employee, the Contractor shall take action to ensure its accomplishment no later than thirty (30) calendar days after the employee's departure from the FCC.

(b) The Contractor shall be liable to the FCC for an administrative processing charge of \$150.00 (One Hundred Fifty Dollars), for each of their employees who leaves their duty assignment at the Commission and fails to complete the checkout processing within thirty (30) calendar days of departure. Mellon Bank, N.A., handles collection and processing of all Commission administrative charges and should payment become necessary, the Contractor will be provided the appropriate directions for an EFT.

(c) The Contractor shall be liable for any actual damages arising from a failure to ensure that the checkout process occurs within thirty (30) calendar days of the contract employee's departure from the FCC.

4. Drug-Free Workplace.

Within thirty (30) days of award of this contract the Contractor shall provide the COTR and CO with the documentation required under FAR 52.223-6, concerning the establishment and maintenance of a Drug-Free Workplace program. The Contractor shall further provide the COTR and CO with any materials in further support of and detailing their corporate policy in this regard.

15.0 ACCESSIBILITY CONSIDERATIONS

The Federal Communications Commission (FCC) considers accessibility to information a priority for all employees and external customers, including individuals with disabilities. The FCC has established Requirements for Accessible Software Design. In order to support its obligations under Section 504 and 508 of the Rehabilitation Act of 1973, 29 U.S.C. 794 and 794d, as amended. This is to ensure the accessibility of its programs and activities to individuals with disabilities, specifically its obligations to them to acquire accessible electronic and information technology.

Therefore, when the contracting is selecting computer hardware and software applications for use within the FCC's computing environment, the Commission will require the Contractor to evaluate the hardware and software to determine its accessibility to and for users with disabilities. FCC's accessibility requirements are contained in Attachment 6.

16.0. GENERAL ADMINISTRATION

a. Hours of Operation. All required activity shall be accomplished during normal working hour which are 8:30 am to 5:30 pm, Monday through Friday. Contractor staff will not be permitted to work Saturdays, Sundays or legal holidays unless authorized in writing by the CO.

(1) Federal Holidays. The FCC will be closed, and no contractor work authorized, for the following holidays:

- New Year's Day
- Inauguration Day (2012)
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day

Veteran's Day
Thanksgiving
Christmas

When one of the above designated holidays falls on a Saturday, the preceding Friday will be observed as a legal holiday. Thus, when any of the above designated holidays fall on a Sunday, the following Monday will than be observed as a legal holiday and FCC will be closed in recognition of said holiday.

(2) Inclement Weather Days. In the event of inclement weather the Contractor is responsible for listening to the public media to determine if the FCC has been closed as a result of the weather. The Contractor is reminded that there will be no payments for any labor or services for hours the FCC is closed due to inclement weather.

b. Supervision of Contractor Employees. The Contractor's employees will remain under the Contractor's direct supervision at all times. Although the FCC will coordinate directions with the scope of work of the contract, detailed instructions for Contractors employees and supervision of individual workers shall remain the responsibility of the Contractor.

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FAR 52.212-1 Instructions to Offerors-Commercial Items (JUNE 2008)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show-

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

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(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-
GSA Federal Supply Service Specifications Section
Suite 8100

470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by-

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

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(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

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:

SEE ATTACHED INSTRUCTIONS TO OFFERORS DATED JUL 21, 2011

The technical capability factor is significantly more important than the past performance factor and past performance is more important than price. Further, the past performance sub-factors are equal in importance. Technical and past performances, when combined, are significantly more important than cost/price. Although price is the least important evaluation factor, if offeror's quotations are determined to be relatively equal with respect to non-price evaluation factors, price may be the determining factor in the award decision. Offerors are encouraged, therefore, to submit competitive pricing.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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(c) 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.
(End of provision)

**FAR 52.212-3 Offeror Representations and Certifications-Commercial Items
(AUG 2009)**

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

(a) Definitions. As used in this provision-

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

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

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;

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

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

(6) Have been voluntarily suspended.

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

(1) Means a small business concern-

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

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

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

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

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

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

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

"Women-owned 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)

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

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

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

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

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

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

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

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(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, or 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, or 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, or 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, or 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, or is not an emerging small business.

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

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

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

(Check one of the following):

Number of Employees Average Annual Gross Revenues

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

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

(i) General. The offeror represents that either-

(A) It is, or is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control

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has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

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

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

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

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

(i) It o has developed and has on file, o 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 o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).

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

(f) Buy American Act 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 for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products

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manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(2) Foreign End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

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

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

Line Item No. 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, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No. Country of Origin

[List as necessary]

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

(2) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I. 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:

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
--------------------	----------------------------

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

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

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

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

(1) o 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) o Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act.

(Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

o TIN: _____.

o TIN has been applied for.

o TIN is not required because:

o 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;

o Offeror is an agency or instrumentality of a foreign government;

o Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

o Sole proprietorship;

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- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(5) Common parent.

- o Offeror is not owned or controlled by a common parent;

o Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

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

(End of provision)

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (MAR 2009)

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

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

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

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

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

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes,

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unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.-

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

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

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

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

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

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

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

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- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected contract line item or subline item, if applicable; and
- (D) Contractor point of contact.
- (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6) Interest.
 - (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
 - (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if-
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
 - (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
 - (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
 - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
 - (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
 - (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the

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responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.
(End of clause)

**FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (FEB 2010)**

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

___ (4) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (Mar 2009) (Pub. L. 111-5).

___ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (6) 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).

___ (7) [Reserved]

(8)(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.

___ (9)(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.

___ (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

___ (11)(i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637(d)(4)).

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

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- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ___ (13) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (15) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (16) 52.219-26, Small Disadvantaged Business Participation Program- Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ___ (18) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- ___ (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ___ (20) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Aug 2009) (E.O. 13126).
- ___ (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ___ (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ___ (23) 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).
- ___ (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- ___ (25) 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).
- ___ (26) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (27)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ___ (29)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of 52.223-16.
- ___ (30) 52.225-1, Buy American Act-Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- ___ (31)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- ___ (ii) Alternate I (Jan 2004) of 52.225-3.
- ___ (iii) Alternate II (Jan 2004) of 52.225-3.
- ___ (32) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (33) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (36) 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)).
- ___ (37) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

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(38) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(39) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(40) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

(41) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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(ii) 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.

(iii) [Reserved]

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

(v) 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).

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

(vii) [Reserved]

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

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

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

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

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

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

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

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

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

(End of clause)