

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES					1. REQUISITION NO. CIO20220184		PAGE 1 OF 72					
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30					See SCHEDULE							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER 030ADV22R0043		6. SOLICITATION ISSUE DATE 06-27-2022				
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Lewis-Matsuoka, Betsy				b. TELEPHONE NO. (No Collect Calls) (202) 707-0170		8. OFFER DUE DATE/LOCAL TIME 07-20-2022 17:30 EDT				
9. ISSUED BY Contracts and Grants Directorate Library of Congress 101 Independence Ave. SE LA 325 Washington DC 20540-9411					CODE 0300		10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: _____ SIZE STANDARD: _____					
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS				13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A				
15. DELIVER TO See Section F for delivery instructions.					CODE DELIVERY		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP					
16. ADMINISTERED BY Library of Congress Contracts & Grants Directorate 101 Independence Ave, SE 101 Independence Av SE Washington DC 20540-9411					CODE 9411							
17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____					18a. PAYMENT WILL BE MADE BY Submit Invoices through https://www.ipp.gov Washington DC 20540 PHONE: _____ FAX: _____							
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>					18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
(Use Reverse and/or Attach Additional Sheets as Necessary)												
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page							26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED							29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: <input type="checkbox"/>					
30a. SIGNATURE OF OFFEROR/CONTRACTOR							31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Betsy T. Lewis-Matsuoka</i>					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Lewis-Matsuoka, Betsy				31c. DATE SIGNED 06/27/2022			

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SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1.00	LOT		
	5-Year Ordering Period Contract Period: Base POP Begin: 09-19-2022 POP End: 09-18-2027				
				GRAND TOTAL	

B.2 Supplies or Services and Prices

B.2.1. This is an Indefinite Delivery, Indefinite Quantity (IDIQ) contract. Orders may be placed on a Firm Fixed Price (FFP) basis, a Time-and-Materials (T&M) basis, or a Labor-Hour basis. The Library will determine when LH, T&M, or hybrid orders are the only suitable type and such orders will include ceilings that the contractor must not exceed.

B.2.2. This is a multiple-award IDIQ. Awardees and associated contract numbers are:

Contractor Name:

Contract Number:

TBD _____

TBD _____

B.2.3. Orders shall be placed for defined requirements that are fulfilled utilizing the incorporated labor categories and rates in Attachment J.1. In the event that a task order period of performance crosses fiscal or accounting periods as defined in Attachment J.1, task order labor rates must comply with the annual price that is current at the time the order is placed. No blended rates will be authorized at the order level.

B.2.4. Minimum and Maximum Amounts

a) The Library of Congress will order a minimum amount of \$10,000.00 under this contract. Specific requirements will be identified in individual orders issued under this contract. During the life of this contract, the Government may order items in any quantity up to the maximum contract value specified in paragraph (b) below.

b) The maximum aggregate amount of all task orders issued under all IDIQ contracts shall not exceed the shared ceiling of \$10,000,000.00 for the entire ordering period. The maximum aggregate amount is not a guarantee that the Library will order the entire amount.

B.2.5. Travel

Travel expenses will not be reimbursed separately for work completed under this IDIQ and its associated task orders.

B.2.6. Program/Project Management

Any contractor program/project management costs shall be included as a direct labor cost in the price of each task order, if required. PM costs shall not be authorized as an indirect cost under any order.

B.3 LC52.212-2 SUPPLEMENTAL LICENSE AGREEMENTS (JUL 2017)

The Library does not agree to licensing agreements or any other provisions that attempt to: (1) replace an order as the governing contract; (2) establish new or supplemental payment terms; or, (3) affect the legal relationships of the parties. Notwithstanding any clauses in this contract or order, or the contractual vehicles against which the order is placed, that establish order of precedence, the rights and obligations provided by this contract or order take precedence over the rights and obligations set forth in any licensing agreements provided to the Library.

The Library's incorporation of a licensing agreement into this contract or order excludes all terms of the licensing agreement that contravene, modify or conflict with the terms of [36 C.F.R. 701.7](https://www.ecfr.gov/cgi-bin/text-idx?SID=87a865ce2bd109313a951a3d477895d8&mc=true&node=se36.3.701_17&rgn=div8) available at: https://www.ecfr.gov/cgi-bin/text-idx?SID=87a865ce2bd109313a951a3d477895d8&mc=true&node=se36.3.701_17&rgn=div8.

(End of Clause)

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

1. Background

The Library of Congress (Library) Strategic Plan (<https://www.loc.gov/strategic-plan/>) provides a vision that all Americans are connected to the Library, and to achieve this vision the Library will become more user centered, digitally enabled, and data driven. The Strategic Plan's accompanying Digital Strategy (<https://www.loc.gov/digital-strategy/>) outlines how the Library will use technology to achieve this vision. The Digital Innovation Lab (LC Labs) is a division in the Digital Strategy Directorate (DSD) in the Office of the Chief Information Officer (OCIO).

The Library has hundreds of heterogeneous digital collections containing hundreds of millions of items which are made available on loc.gov for research and public use. The range of digital collection formats, research methods and technical capabilities are growing so there are complexities and challenges in developing management and access systems matched to the scale of the Library of Congress collections and diversity of its content.

The Library of Congress Labs Division (Labs) leads a program of experimentation to explore innovative approaches to connect Library collections, data, services and expertise to all Americans. The LC Labs process of experimentation includes user-centered research and prototyping of emerging methods, workflows and functionalities, transforming and generating user-friendly formats and metadata, and analyzing evidence to apply to the next generation of Library tools and services. The outcomes of experiments are shared broadly with the professional library, archives and museum (LAM) community to encourage collective progress and interoperable approaches and solutions. Experiments are also shared and tested with the public to develop deeper understanding of the diversity of user needs and to encourage public engagement with building the future programs and services of the Library. The primary audience for experiments are internal Library stakeholders and decision-makers. The evidence, data and recommendations gathered in experiments informs the design and requirements of future infrastructure systems and programs of engagement.

Over the past few years, the Library's Labs Division of the Digital Strategy Directorate has undertaken a range of programs aimed at maximizing the use of digital collections and data, especially for supporting emerging research methods and creative uses of collections.

The Labs team is actively experimenting with various technological approaches such as creating machine learning derived data sets and reimaging discovery interfaces that connect a variety of users with the digital collections. This work encompasses prototypes, proof-of-concept designs, and reports with accompanying recommendations to explore the opportunities and challenges of operationalizing any of these technologies or approaches at scale. The experiments are grounded in being transparent, combining human expertise with automated methods, iterating in response to new evidence, and centering the user experience throughout. The Labs experimentation method is also rooted in a commitment to ethical and professional standards of accessibility and inclusivity.

By using a common process and procurement method for experimentation developed by LC Labs, divisions across the Library will be able to devise and execute their own experiments. Potential stakeholders for individual task orders include curatorial units that have direct authority over collection and catalog stewardship and preservation, units that

develop public exhibits and programming, and OCIO divisions that support and manage enterprise infrastructure, design and development.

For more information about previous and ongoing LC Labs experiments, please see: <https://labs.loc.gov/>. Please reference the LC Labs Experiment Methodology in *Attachment J6 - LC Labs Experimentation Process*.

2. Scope

The contractor shall provide a full range of services to support and analyze experiments to enhance services and expand access to digital collections.

The Library may order the full range of experiment solutions and services necessary in the following Principal Performance Areas (*See Section C for specific requirements under each area*).

- 1) Planning, analyzing and transitioning experiments.
- 2) Experimental data extraction, generation and transformation.
- 3) User-centered demonstration prototyping.

Contractors who develop experiments or concepts may be ineligible for contracts to further develop those concepts into a production application, in accordance with LC52.209-1, and after a determination has been made by the Contracting Officer after review the contractor's mitigation plan.

3. Requirements

The contractor shall

- Have advance understanding in key areas of the Library's Digital Strategy (available at <https://www.Library.gov/digital-strategy>)
- Develop all reports, prototypes, analysis and data created, which will be utilized and published at the Library's discretion and after review.
- Review the LC Labs process of experimentation in **Attachment J6** and design an experiment with the relevant elements of the process. The key aspects of the experimentation process are to base the research and exploration in end user needs for access and use of collections, regularly check in with the Library stakeholders to gather feedback and share iterative progress, and to document all aspects of an experiment.

3.1 Performance Area 1: Planning, Analyzing and Transitioning Experiments

Planning and Analysis of Experiments

The contractor shall provide end-user (the public) needs research, business needs analysis and support to the Library in planning and designing experiments. These services include but are not limited to writing research and recommendation reports to define user, system and business needs, use case development, and developing requirements documents for experiments.

These services can also be provided during and after experiments conclude, including but not limited to disseminating experiment outcomes to targeted audiences internally and externally, designing and implementing impact and feedback surveys or other mechanisms to gather internal and public response to experimental features, developing plans and requirement documents to transition an experiment to a production application and conforming to all enterprise and process requirements for production-level applications.

If specified, end user communications, recruitment, surveys and testing plans may be reviewed and approved by the Library's Office of General Counsel, Office of Communications, and OCIO's Information Technology Design and Development (ITDD) directorate.

Transition Planning. If specified, the contractor shall provide analysis and requirements for transitioning experiments into production-level applications. Any resulting contract for the development of experiments into production-level applications will be put out for bid under a separate contract vehicle. This includes but is not limited to requirements related to software development, deployment, configuration, establishing management and maintenance plans, and developing or configuring an existing platform service to integrate the experiment. These systems may be hosted on Library premises or in the cloud.

If there is a specified requirement to plan or implement the transition of an experiment into an enterprise-level production application, the Library's Agile Development processes and policies must be followed. Information pertaining to the Library's currently supported technology stack can be found in Attachment J3 and Agile Development processes and policies for developing enterprise scale applications can be found in Attachment J4.

Specific examples include:

- Analyzing the tradeoffs between different experimental approaches, including cost benefit analysis, calculating and comparing total cost of ownership and usage, and outlining technical tradeoffs
- Planning, analysis and communications to support the retirement of experimental applications available at labs.loc.gov/work/experiments
- Research, interviews, and analysis to develop state-of-the-field reports on the technological adoption, barriers, and opportunities in the libraries, archives, museums and federal sectors for integrating voice assisted applications
- Assess and recommend approaches to improve accessibility beyond minimum standards
- Research and analyze existing IT business proposals to develop experiment plans that address cross-cutting challenges and needs
- Defining and evaluating the technical and security requirements to transition an experiment to an implementation scale application or tool

3.2 Performance Area 2: Experimental Data Extraction, Generation and Transformation

The contractor shall support the design, development, documentation and evaluation of experimental approaches for generating, extracting or transforming data from Library collections and content. Including but not limited to utilizing machine learning or artificial intelligence processes and techniques that enhance the management, discoverability and use of or engagement with digital collections and services. The goal of these experiments are to evaluate effectiveness and determine the appropriate circumstance and conditions for generating, transforming or otherwise augmenting Library data and collections. Hence, all data involved in these experimental processes shall be documented. The data involved in the data generation processes could include but are not limited to training data, validation data, unannotated data and annotated data. Documentation can include, but is not limited to the data's domain, genre, contents, representations, known gaps, biases or problematic terms or depictions. The contractor may be required to package data generated from experiments in accordance with Library standards for import into enterprise systems.

The contractor must use the *Attachment J2 - Data Processing Plan* template for Library review prior to processing Library data. In each experiment that includes components of data generation, augmentation or transformation, the contractor shall analyze the level of effort, resources required, and potential risks and benefits for users and the Library in undertaking the specified data generation processes, be it automated, computational or human-driven/manual.

Specific examples of data experiments may include:

- Generate machine-readable text from non-English textual content
- Generate machine-readable text from handwritten text
- Define and extract document segments, like images in text or headlines, in journal articles
- Develop an explainable AI or ML workflow to detect objects in images or audio visual content
- Extract and link dates, proper and place names from Library textual content to automatically generate catalog records and finding aids
- Automatically generate transcriptions of audio and visual materials

3.3 Performance Area 3: User-Centered Demonstration Prototyping

The contractor shall provide user-centered prototypes that demonstrate how users would interact with iterative experimental presentations of digital collections, data or services. Experimental presentations of collections materials may include enhanced metadata and data and content from internal and external sources. Any experimental interface or presentation shall be based on demonstrated user needs derived through research, and include an explanation of how user needs are met through the enhanced metadata or engagement approach that is being tested. Any user research performed with public users shall include an approved user communication, recruitment and testing plan, as defined by the Library's *Office of General Counsel, Office of Communication, and the Office of the Chief Information Officer User Experience Design, User Research, Usability, Accessibility and Quality Assurance Division*. If specified, contractors shall conduct user interviews and/or user testing sessions to develop requirements of the final prototype

and to test findings with users. If user interviews and testing are specified, contractors shall provide all end user communications, recruitment, surveys and testing plans for the Library's review and approval.

Experiments are smaller in scale than a typical production-level software application implementation. For example, prototypes will be built with representative samples of data in order to demonstrate functionality and affordances rather than built to support all Library of Congress data. A range of prototypes could be required. For example, low-fidelity wireframes are intended to test broad concepts of design and user interaction and may be in the form of sketches. Low-tech clickable prototypes are intended to test functionality. A high-fidelity prototype shall represent a fully functioning user experience of an experiment. The Library shall have final approval of final design and the prototypes produced shall be visually recognizable as experiments and distinct from Library of Congress core web properties, unless specified.

If specified, contractors may be required to conform to Library standards for security and accessibility as defined by the Office of Chief Information Officer. If specified, each functional prototype will require an accessibility and security diagnostic assessment upon final delivery.

Specific examples of User-Centered Demonstration Prototyping may include:

- Develop user testing plans and perform user research and analysis on existing prototypes to determine needs and recommend next phases of experimentation
- Develop prototype end-user or system workflows to test data generation tasks
- Develop prototype workflows to demonstrate how generated data could be integrated into existing Library systems and standards
- Develop content or format specific experimental prototypes for presenting content to users to fulfill specific user needs

4. Quality Control/Quality Assurance and Testing Services

The contractor shall provide a Quality Control Plan and Quality Assurance activities as part a Quality Assurance Surveillance Plan (QASP) at the individual order level. All QASPs must comply with the *Attachment 6 - LC Labs Experimentation Process* and *Attachment 2 - Data Processing Plan Elements*, as applicable. *User-Centered Demonstration Prototyping* standards are determined at the task order level to uniquely meet user needs. See *Attachment 5 – Quality Assurance Surveillance Plan (QASP)* for an example. *The contractor must provide a QASP that is customized to the nature of experimentation work.*

5. Delivery Management Requirements

The contractor shall provide a comprehensive delivery management approach, to include development and oversight of schedules and key management plans for Government review and approval. The contractor shall aid Library staff and stakeholders to gain consensus on key experiment factors, including scope, resources, plans and schedules. The contractor shall ensure the scope, performance and resource needs are clear and documented.

The contractor shall support activities including experiment kickoff meetings, monthly status briefings and other activities as identified in each individual task order.

The contractor shall manage and record issues in delivery and performance and escalate when necessary. Provide risk and issue management for experiments; management of deliverables; develop meeting agendas and presentations in coordination with the appropriate stakeholders and document meeting minutes and track action items until completed.

If Agile work is identified, the contractor shall utilize the Library's Agile delivery management methodology. See *Attachment J4 - Agile Methodology at LOC*. Agile uses iterative, incremental development, which allows requirements and solutions to evolve through collaboration in an integrated team.

6. Security and Confidential Information Requirements

6.1 Ownership, Access and Release of Library Information.

(a) All "Library Information" shall remain the exclusive property of the Library. As used herein, and subject to the specific exclusions below, "Library Information" means (i) all information related to this Contract, (ii) all information (including all work papers, products, drawings, products, code, Library records, files, training data, forms, data and other information and documents in electronic or hard-copy form) collected, stored, processed, developed or otherwise accessed by the Contractor and subcontractor in performing this Contract, and (iii) all other information that is of such nature that a reasonable person would understand such information to be Library Information. Library Information shall not include information (A) generally known to the public, (B) already known, through legal means, to the party receiving the information, or (C) required to be disclosed under applicable law. The Contractor shall not provide access to, make unauthorized copies of, and/or release any Library Information without prior written approval by the CO.

(b) Return or Destruction of Library Information. Promptly upon the termination of this Contract or at the request of the COR or CO, the Contractor and any subcontractors will return or destroy all Library Information in accordance with LC 52.239-1.

6.2 Rights in Data and New Work Product

(a) Definitions.

(i) Terms used in this clause will be as defined in FAR 52.227-14.

(ii) "Work Product" means all data, computer databases, computer software, designs, models, discoveries, and technical communications developed, originated or prepared by the Contractor pursuant to this Contract and includes papers, reports, charts, computer programs and other computer software documentation or improvements thereto and the Contractor's administrative communications relating to this Contract.

(iii) Open Source Software (OSS)" means software that can be accessed, used, modified and shared by anyone. OSS is often distributed under licenses that comply with the definition of "Open Source" provided by the Open Source Initiative at <https://opensource.org/osd> or equivalent, and/or that meet the definition of "Free

Software” provided by the Free Software Foundation at: <https://www.gnu.org/philosophy/free-sw.html> or equivalent.

(b) Ownership. All Work Product shall be the Library’s exclusive property pursuant to LC52.227-1.

(c) Pre-Existing Materials. Computer software and other materials developed or otherwise obtained by or for the Contractor or its affiliates independently of this Contract (“Pre-Existing Materials”) do not constitute Work Product. However, if the Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product subject to subsection (b).

(d) Library policy supports the reuse of and access to custom-developed Library software source code by the public, including distribution of OSS code to repository hosting environments, to the maximum extent possible. Accordingly, the Contractor shall not, without the prior written approval of the COR or CO, incorporate any copyrighted computer software or computer software documentation in the software or documentation to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Library unlimited rights as described in FAR 52.227-14 and prior to delivery of such: (1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the CO; or (2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

7. Key Personnel

The contractor shall provide a Program Manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the Contractor when the manager is absent shall be designated in writing to the Contracting Officer. The program manager or alternate shall have full authority to act for the Contractor on all matters relating to this contract. The program manager or alternate shall be available between 8:00 a.m. and 5:00 Eastern time, Monday thru Friday, except Federal holidays or when the government facility is closed for administrative reasons.

Minimum Qualifications for the Program Manager shall include:

- U.S. Citizenship
- Ability to communicate both orally and in writing with senior level executives
- Ability to meet critical deadlines.
- Expertise in execution and oversight of major federal IT programs

Additional Key Personnel may be identified on individual task orders. All key personnel must be approved by the Government COR prior to the start of any task. In the event of a vacancy in a Key Personnel position, the contractor shall identify a qualified replacement in accordance with LC52.237-1 Key Personnel.

8. Deliverables

Specific services to be performed and/or products to be furnished will be identified on individual task orders. Generally, the following deliverables may be required, tailored to each order.

Facilitated kickoff meeting that includes an interactive activity to engage participants and communicate project expectations to stakeholders. The kickoff session shall result in preliminary notes or sketches, a plan and schedule for the experiment and articulated goals, scope, methods and measures for the experiment. All key personnel must be present at the kickoff meeting. The Contractor shall schedule the meeting with assistance from Library subject matter experts and produce and distribute meeting agendas and minutes.

All experiment deliverables and related data, documentation and software code created will be delivered according to the Library in a format determined in individual task orders, and following established policies for content and security reviews.

All experiment deliverables that are written reports or updates will be reviewed by Library communications and program staff. The Library may include branding and other contextual materials on written reports.

Final presentation covering the experiment method, deliverables and findings in a wrap up meeting with Library stakeholders. All key personnel must be present for the meeting. The Contractor shall schedule the meeting with assistance from Library subject matter experts and produce and distribute meeting agendas and minutes.

Unless otherwise specified, data deliverables and reports shall be submitted to the Contracting Officer Representative (COR) for the individual task order. The contractor shall address any and all COR feedback prior to acceptance of the deliverable. Specific services to be performed and/or products to be furnished will be specified on individual task orders. Generally, the following deliverables may be required per task order, as applicable:

Description	Due
kickoff meeting with stakeholders	Within 5 days of award
Delivery Management Plan	To Be Determined at Order Level
Periodic Status Report and check in	Bi-weekly, or as described in individual orders
Submission of deliverables and report, including analysis and recommendations	As described in individual orders
Final drafts delivered for Library review	To Be Determined at Order Level
Final deliverables and closeout Presentation	To Be Determined at Order Level

*Unless otherwise specified, data deliverables and reports shall be submitted to the Contracting Officer Representative (COR) who shall have five business days to review and provide feedback. The contractor shall address any and all COR feedback prior to acceptance of the deliverable.

9. Government Furnished Property

The Government will provide the public domain Library of Congress collections, interfaces, and services for analysis. The contractor will also receive reference, logistic and technical support and advice from Labs and other Library staff.

Any Government Furnished Property, Equipment, or Information will be identified on any subsequent task orders.

(End of Performance Work Statement / Statement of Work)

SECTION D - PACKAGING AND MARKING

D.1 LC52.211-1 DELIVERIES (APR 2015)

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

- a. Agency/Requiring Library Service Unit and MAIL STOP/Room Number
- b. Description of information/data being submitted
- c. Contract Number
- d. Contractor Name and Address

(End of Clause)

D.2 LC52.231-1 PAYMENT OF POSTAGE FEES (MAY 2015)

All postage and fees related to submission of information, including forms, and reports, etc., to the Contracting Officer or Contracting Officer's Representative (COR) or other persons designated to receive, shall be paid by the Contractor.

(End of Clause)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Inspection and Acceptance

Inspection and acceptance shall be in accordance with paragraph (a) of FAR 52.212-4, unless otherwise specified in a task order.

(End of Clause)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	DELIVERY DATE
0001	1.00	08-14-2027

F.2 LC52.215-5 PLACE AND PERIOD OF PERFORMANCE (JAN 2019)

Place of Performance: The work to be performed under the contract may be performed at the contractor's facility or at Library of Congress facilities as indicated on individual task orders. Remote telework, work during non-standard days/hours, or other offsite work arrangements may be approved by the ordering agency COR for specific orders.

Contractor may be required to perform work at the following locations.

James Madison Building

101 Independence Ave. SE
Washington, DC 20540

Thomas Jefferson Building

10 First Street SE
Washington, DC 20540

John Adams Building

120 Second Street SE,
Washington, DC 20540

The day-to-day supervision and direct control over the work performed by on-site contractor personnel will be the sole responsibility of the contractor.

The overall period of performance shall be as stated in section B.

The contractor is responsible for determining its hours of operation in fulfilling the requirements of this contract. The Library's standard operating hours are from 8:30 AM through 5:30 PM, Monday through Friday, excluding Federal holidays. The contractor shall coordinate with the COR for any work to be conducted at Library facilities.

(End of Clause)

F.3 COVID-19 Pandemic Information

The location of performance is expected to be remote, at the contractor's facilities, or on-site at Library of Congress facilities, as specified in each task order. If on-site access is required, due to the COVID-19 pandemic, access to the Library's facilities is being restricted for the health and safety of all parties. The COR must provide written notification

authorizing building access and any on-site visits must be coordinated with the COR until the contractor is notified that regular building access is again permitted by the Library.

The contractor shall comply with the Library's COVID-19 protocols for any contract requiring on-site performance. The Library COVID-19 protocols and related guidance are published by the Library and available at the following address:
<https://www.loc.gov/about/pandemic-information/for-contractors/>

(End of Clause)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 LC52.201-3 CONTRACT ADMINISTRATION (AUG 2015)

This contract will be administered by:

Library Contracting Officer: Lewis-Matsuoka, Betsy

Address: Library of Congress

Contracts & Grants Directorate

101 Independence Ave, SE

Washington DC 20540-9411

Phone: (202) 707-0170

Email: bmatsuoka@loc.gov

Library Contract Specialist: Cartheuser, Quinn

Address: Library of Congress

Contracts & Grants Directorate

101 Independence Ave, SE

Washington DC 20540-9411

Phone: (202) 707-2339

Email: qcart@loc.gov

Library Contracting Officer Representative:

Address:

Phone:

Email:

Contractor Contract Administrator: Provided at time of award

Address: Provided at time of award

Provided at time of award

Provided at time of award

Provided at time of award

Phone:

Email:

G.2 LC52.204-5 IDENTIFICATION AND BUILDING PASSES (DEC 2014)

(a) The Contractor shall schedule with the COR time for contractor staff to be available to receive Library-issued photo identification badges prior to starting work.

(b) The Contractor shall provide instruction and ensure that each employee performing work under this contract displays their photo-identification badges at all times they are present on-duty in the building. Refusal or repeated neglect to display the photo-identification may result in an unsuitability determination.

(c) Upon termination, resignation or other event leading to a contract employee leaving duty under this contract, the Contractor is responsible for returning all Government identification, building passes, keys, and other Government property issued to that employee. Failure on the part of the Contractor may result in the Contractor's liability for all costs associated with correcting the resultant breach in building security.

(d) The requirements of this clause are applicable to and shall be observed by all subcontractors who perform work at all Library of Congress facilities.

(e) The Contractor shall ensure that all employees, both directly employed and subcontracted, contractor's and sub-contractors, obtain Library ID badges. Badges shall be visibly displayed at all times while in Library premises. The Library will issue badges without charge. Contractor shall accurately maintain a list of employee badge number on the Employee Roster and provide updates to the COR upon request. An employee's badge shall be returned within 5 days from the termination of that employee's employment. All badges shall be returned at the completion/termination of the contract.

(End of Clause)

G.3 LC52.232-1 LIBRARY OF CONGRESS INVOICE INSTRUCTIONS (OCT 2016)

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

(End of Clause)

G.4 LC52.232-2 SCHEDULE OF PAYMENTS (JUN 2015)

The contractor must submit invoices for payment upon delivery of the items or successful performance of the events identified in the orders under this contract pursuant to the standards and acceptance criteria defined in each order.

(End of Clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

(End of Clause)

H.2 LC52.203-1 CONTRACTOR PUBLICITY (OCT 2013)

The Contractor, or any entity or representative acting on behalf of the Contractor, may not refer to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such equipment or services appear in any news release or

commercial advertising issued by or on behalf of the Contractor without the required consent, the Government will consider institution of all remedies available under applicable law.

(End of Clause)

H.3 LC52.204-1 COLLECTIONS SECURITY (DEC 2013)

(1) The Library is a public institution responsible for making its resources (collections and staff) available to the Congress and the American people. To achieve a balance between access and security, the Library requires everyone (staff, visitors, interns, contractors, etc.), to always use due diligence and protect its assets during use.

(2) Physical access to Library collections is limited to staff and/or determined by the host office. In addition, established requesting processes in the various readings rooms must be followed.

(3) Loan Privileges. Contractor employees may obtain loans of Library property for internal use and Library work-related purposes.

i. Loan of Library Property. All loans of Library property must be approved and documented by the host Library Services office. Contractor staff shall obtain a Library “General Pass” (Form LW 12/54 (rev2/88)) for each loan.

ii. Liability – Loss or Damage of Library Property. Use or loan of all Library property and signature on this contract means that the contractor acknowledges and agrees to:

- (a) ensure the return all Library property issued in the same condition as borrowed;
- (b) accept responsibility and liability for the negligent loss or damage of issued or borrowed Library property; and
- (c) ensure that the loaned property is used for Library purposes and not loaned to any other person.

(End of Clause)

H.4 LC52.204-2 CONDUCT ON LIBRARY PREMISES (JUL 2021)

1. Access to Library buildings and grounds is governed by 36 C.F.R. part 702 - Conduct on Library Premises. Contractor staff must comply with these requirements and restrictions and related Library of Congress Regulations and Directives.

2. The Library is committed to preventing and addressing all forms of discriminatory harassment and to ensuring that Equal Employment Opportunity (EEO) principles are fundamental to Library culture. Everyone — employees, interns, volunteers, contractors, researchers, and visitors — is expected to help make the Library a respectful environment free from offensive behavior.

a. Library of Congress employees, contractors, interns, volunteers, researchers, patrons, and other visitors have a right to Library facilities that are free from discrimination based on their race, color, national origin, religion, sex, sexual orientation, gender identity, age (40 and over), disability, genetic information, union affiliation, political affiliation, or marital status.

b. The Library does not tolerate discrimination — including sexual harassment, other forms of harassment, or a hostile work environment — based on these factors. The Library does not tolerate retaliation against anyone who engages in any form of protected EEO activity.

c. Contractor (including subcontractor) staff alleged to have engaged in discrimination or retaliation in the performance of this contract may be prohibited from entering Library facilities to perform work under their contracts. Contractors are required to promptly respond to all Library inquiries into allegations of discrimination, and must, in good faith, cooperate with Library investigations. Good faith cooperation includes, but is not limited to, making contractor staff available for:

1. Formal and informal interviews by Library agents investigating allegations of discrimination;
2. Reviewing and signing appropriate affidavits or declarations summarizing statements provided by such contractor staff during the course of an investigation;
3. Producing documents requested by the Library agents conducting the investigation; and
4. Preparing for and providing testimony in depositions or in administrative hearings.

(End of Clause)

H.5 LC52.204-3 INFORMATION SYSTEMS SECURITY (SEP 2018)

(1) Computer Security Policy. The Library requires anyone using or accessing its digital assets (including networks, servers, workstations, systems, data, web pages, and email) to protect them and use them only for official business, and only in accordance with Library regulations and applicable Library bargaining agreements. Unauthorized or inappropriate use may be grounds for termination or other contractual remedy.

(2) Privacy Policy. No one has the right to privacy while using any Library computer system, including internet or email services. Usage may be monitored.

(3) Level of Access. The Host Office will determine the level of access to the Library's IT equipment, staff and software needed to successfully perform under this Contract. Access may include, for example, email, word processing, internet, and intranet.

(4) Mandatory IT Security Training. Contractor personnel must successfully complete mandatory information systems security training prior to use of or access to any of the Library's digital assets. The required training is available online at <http://www.loc.gov/extranet/cld/>. Contractor staff with access to Library digital assets shall complete the information systems security training annually. The training is available on the Library intranet at: <http://www.loc.gov/staff/cld/>.

(End of Clause)

H.6 LC52.204-4 CONTRACTOR EMPLOYEE FITNESS (JAN 2022)

"Contractor employee fitness" means fitness based on character and conduct for work for or on behalf of the Government as a contractor employee.

Work under this contract is unclassified. However, the Library of Congress has a contractor employee fitness program, which includes background investigations of contractor personnel who will have 1) regular, ongoing, unescorted access to the Library's buildings, grounds, or collections, 2) access to Library information technology systems, and/or 3) access to Library information not available to the public including information determined to be Controlled Unclassified Information (CUI) to ensure they meet basic standards of honesty and trustworthiness pursuant to Library regulations.

(1) Any access to non-public Library facilities and information technology systems will require completion and successful vetting of a security application request (release forms, fingerprints, and, if applicable, E-QIP background investigation). Contracts should anticipate a minimum of two weeks for the process, provided no adverse or incomplete information is received.

(2) The Library does not determine the fitness of employees to work for the contractor firm that hires them. The Library's interest is in determining whether contractor personnel should be granted greater access than the general public to Library facilities, Library information technology systems and/or non-public Library information.

(3) To facilitate the fitness determination, contractors shall submit complete and accurate information as identified on the e-qip site at: www.opm.gov/e-qip. Contractors should anticipate a minimum of two weeks for the process, provided all requested information is timely, accurate and complete and that no adverse information is received.

(4) The contractor will ensure the Library's Personnel Security Division is notified of all changes to personnel performing work on this contract. The Personnel Security Division can be notified at the following email address: PSD@loc.gov and contacted via phone at: (202) 707-5618.

(5) The fact that the Library may conduct background investigations on assigned contractor personnel does not relieve the contractor of the responsibility to provide qualified, reliable personnel of sound character and conduct.

(6) The Library may require removal of contractor staff from Library facilities and revocation of access to Library information technology systems and non-public Library information if investigative results raise concerns regarding a contractor employee's fitness. In such cases, the Contracting Officer or Contracting Officer Representative (COR) will notify the contractor of the unfit determination and need for the contractor employee to return all government equipment such as badges, keys and network tokens if issued. Contractor management staff may be required to escort the contractor employee from the premises.

(End of Clause)

H.7 LC52.204-27 HANDLING OF FEDERAL RECORDS (JUL 2021)

(a) Definitions "Records," as defined in 36 C.F.R. § 703.4(a), includes all books, papers, maps, photographs, reports, and other documentary materials, exclusive of materials in the Library's collections, regardless of physical form or characteristics, made or received and under the control of the Library in pursuance of law or in connection with the transaction of public business, and retained, or appropriate for retention, by the Library as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the government or because of the informational value of data contained therein. The term refers only to such items in being and under the control of the Library. It does not include the compiling or procuring of a record, nor does the term include objects or articles, such as furniture, paintings, sculpture, three-dimensional models, structures, vehicles, and equipment. All data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Privacy Act of 1974 (5 U.S.C. 552a), as amended, and Library of Congress regulations at 36 CFR Part 703.

(b) Requirements

1. Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs.

21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, Library of Congress regulations at 36 CFR Part 703 and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.

2. In accordance with 36 CFR 1222.32, Contractor shall manage and schedule records for disposition only as permitted by statute or regulation.

3. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or which is exempted from public disclosure by 36 C.F.R. 703.5.

4. The Library of Congress shall own the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which the Library of Congress shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.

5. In accordance with 36 CFR 1222.32, Contractor shall maintain and manage all records in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.

6. The Contractor shall only remove records from the legal custody of the Library of Congress or destroy them in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report the event to the Contracting Officer.

7. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to Library of Congress control unless otherwise directed by the Contracting Officer.

8. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the contract vehicle in accordance with instructions provided by the Contracting Officer. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).

9. The Contractor shall not create or maintain any records containing any non-public Library of Congress information that are not specifically authorized by the contract.

10. All Contractor employees assigned to this contract who create, work with, receive, store, or otherwise handle records shall take Library of Congress-provided records management training. The Contractor shall be responsible for confirming training has been completed.

11. The Contractor shall obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts.

12. The Contractor (and any sub-contractor) shall abide by Government and Library of Congress guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information. The Contractor shall immediately notify the Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment.

(c) Flowdown of requirements to subcontractors

1. The Contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts under this contract vehicle, and require written subcontractor acknowledgment of same.

2. Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor.

(End of Clause)

H.8 LC52.209-1 CONFLICTS OF INTEREST (OCT 2013)

The services required in performance of this contract involve access to non-public information and/or services that are closely associated with the performance of inherently governmental functions that may result in conflicts of interest related to this contract, other contracts, or future contracts for which the contractor may intend to compete. Federal Acquisition Regulation subpart 9.5 describes circumstances and provides illustrative examples of circumstances that may give rise to conflicts of interest.

The Contractor must identify to the contracting officer any conflicts of interest, actual or potential, that may reasonably be expected to arise in performance of this contract. The contractor must provide a detailed written description of the conflict of interest and a plan explaining any and all steps the Contractor will undertake to avoid or mitigate the conflict. Failure to disclose actual or potential conflicts of interest may subject the Contractor to corrective action including but not limited to termination of this contract, debarment of the contractor, and/or other appropriate civil or criminal actions.

It is solely within the discretion of the Library to determine whether or not a conflict of interest exists and whether any mitigation plan submitted by the Contractor mitigates a conflict.

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

(End of Clause)

H.9 LC52.237-1 KEY PERSONNEL (AUG 2014)

The personnel designated as key personnel in this contract are considered to be essential to the work being performed hereunder. At least 30 days prior to diverting any of the specified individuals to other programs or contracts or as soon as possible if an individual must be replaced, for example, as a result of leaving the employ of the contractor, the

contractor shall notify the contracting officer and identify proposed substitutions. No diversion or substitution shall be made by the contractor without written consent of the contracting officer.

The following personnel have been identified as Key Personnel in the performance of this contract. Additional Key Personnel may be identified at the order level.

Position/Labor Category	Name
Program Manager	

(End of Clause)

H.10 LC52.237-2 CONDUCT OF WORK (MAY 2015)

The personnel employed by the Contractor shall be capable employees qualified in this type of work. The Contractor shall be responsible for all damage to Library property by the activities of his employees resulting from these operations. The Contracting Officer may require removal from work on this contract any employee(s) that may be deemed incompetent, careless, insubordinate, unsuitable, or otherwise objectionable, or whose continued employment is deemed contrary to the public interest or inconsistent with the best interest of or the security of the Library.

(End of Clause)

H.11 LC52.239-1 INFORMATION SECURITY (APR 2021)

The work to be conducted is considered Controlled Unclassified Information (CUI) pursuant to National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 (rev 4) or current version. The Contractor shall ensure that all non-public Library information processed under this contract shall be protected from unauthorized use and mishandling by the Contractor. Information includes both hard copy (paper) formats and soft copy (stored in electronic form, e.g., hard disks, tapes, flash drives, CD-ROM/CD-R, etc.)

(a) The Contractor shall store hard copies and soft copies contained on removable media (e.g., tapes, floppy disks, flash drives, CD-ROM/CD-R, etc.) in a government-approved storage container per the direction of the Contracting Officer Representative (COR) or the Library of Congress Project Manager when not under the direct control of Contractor Key Personnel.

(b) The Contractor shall treat any information developed on security vulnerabilities and any Government provided non-public information as "CUI".

(c) The Contractor personnel shall label and protect this information as "Security Category: Moderate", placing this designation in the footer.

(d) The Contractor shall ensure that all documents designated "Security Category: Moderate", "Security Category: High" and "Limited Official Use Only" are not emailed to or from an external email system. These documents may only be emailed between Library of Congress email accounts, or within a secured corporate email network.

(e) The Contractor shall ensure that all documents designated "Security Category: Moderate", "Security Category: High" and "Limited Official Use Only" are shredded, burned, or otherwise destroyed before being disposed of in accordance with applicable corporate and federal records management policies.

(f) The Contractor shall dispose of all documents designated "Security Category: Moderate", "Security Category: High" and "Limited Official Use Only" remaining in the Contractor's possession at the end of the contract term.

(g) The Contractor shall ensure that all Contractor workstations used to process Library information utilizes anti-virus and anti-spyware utilities that are configured to continuously monitor and to automatically update as well as having automatic operating system patching in place.

(h) The Contractor shall ensure that all Contractor workstations used to process Library information employ a firewall that can either be software running on the workstation or a stand-alone firewall that protects the workstation from unauthorized access from any other devices, including devices on the Contractor's corporate network.

(i) The Contractor shall ensure that all Library information that is labeled "Security Category: Moderate", "Security Category: High" and "Limited Official Use Only" is encrypted using a [Federal Information Processing Standards Publication \(FIPS\) 140-2](#) validated application configured in FIPS mode. This includes information stored on internal hard drives and removable devices (e.g., CD-Rs, flash drives, etc.)

(j) The Contractor must provide a written list of anti-virus, anti-spyware, firewall, encryption products, versions and proof of licenses, along with the automatic operating system patching status, MAC address (if applicable) and user name for each system being used to process Library information.

(k) In accordance with NIST SP 800-61 (rev 2, as updated), the Contractor shall report to infosec@loc.gov, the Contracting Officer, and the COR any adverse events (adverse events are currently defined as events with a negative consequence, such as system crashes, packet floods, unauthorized use of system privileges, unauthorized access to sensitive data, and execution of malware that destroys data) that are computer security related or computer security incidents (computer security incident is currently a violation or imminent threat of violation of computer security policies, acceptable use policies, or standard security practices) concerning Library CUI within 24-hours of its discovery. The contractor shall coordinate its response to such an event or incident with the Library.

(l) The Contractor shall not provide any government-furnished non-public documents, information, or licensed material in any form to anyone other than the Contracting Officer, the COR, or the Library of Congress Project Manager without the written approval of the Contracting Officer, the COR, or the Library of Congress Project Manager during the period of this contract or at any time afterwards.

(m) The Contractor shall not release any government documents or information related to IT Security in any form without the written approval of the Library's IT Security Group.

(n) The Contractor shall ensure that all Contractor personnel sign nondisclosure agreements (NDAs).

(o) The Contractor shall ensure that all Contractor personnel complete the Library of Congress IT Security Awareness Training on an annual basis.

(End of Clause)

H.12 LC52.239-2 SYSTEMS DEVELOPMENT LIFE CYCLE (SEP 2018)

The Information Technology to be provided under this contract is subject to the procedures established in the Library's Systems Development Life Cycle (SDLC) as follows:

(a) Requirements: The Contractor shall gather and analyze requirements and produce a system requirements document (SRD) accordingly.

(b) Design: The Contractor shall perform design analysis and complete a Systems Design Document which satisfies the requirements in the aforementioned SRD.

(c) Development: The Contractor shall develop, customize and/or configure the system according to system requirements and design specifications.

(d) Testing: The Contractor shall test the solution to ensure it satisfies all requirements, including security requirements documented in Library of Congress Directive (LCD) 5-410.1, Information Technology Security Policy. The Contractor shall remediate any identified vulnerabilities and weaknesses in accordance with LCD 5-410.1.

(e) Implementation: The Contractor shall support implementation and deployment of the tested solution into the Library's production environment.

(f) Documentation: The Contractor must either use the Library's SDLC templates, which will be provided by the COR upon request, or use an alternative format which satisfies all SDLC requirements as stated in (a) through (e) above. The COR will approve all SDLC deliverables.

(End of Clause)

H.13 LC52.239-3 ASSESSMENT AND AUTHORIZATION (JAN 2016)

The information technology identified in this contract is subject to Assessment and Authorization (A&A) prior to connecting the system(s) to the Library of Congress Network, and updated prior to deploying any significant changes to the system(s).

(a) The Contractor shall perform an Initial Security Assessment.

(b) The Contractor shall perform Assessment per NIST SP 800-37.

(c) The Contractor shall complete a Risk Assessment per NIST SP 800-30

(d) The contractor shall conduct independent Security Testing & Evaluation. Evaluation. Contractor personnel conducting this evaluation shall have no stake or responsibilities concerning the system, including those who directly designed/integrated/implemented the system for any IT System categorized as Moderate or High impact. The Contractor shall perform the Security Test & Evaluation on test equipment configured per the ITS hardening guidelines for that particular platform, either in the Library of Congress lab or on a system completely isolated from the Library of Congress Data Network. The Library will provide the hardening guidelines on request from the contractor.

(e) The contractor shall prepare and submit a complete Assessment package pursuant to NIST SP 800-37. The contractor shall prepare and submit the following A&A documentation to the COR using the standard Library of Congress template available at the CGD website:

- System Security Plan pursuant to NIST SP 800-18
- IT Contingency Plan pursuant to NIST SP 800-34
- Security Test & Evaluation Report

(f) The Contractor shall provide Authorization support to the Authorizing Official, including producing copies of the Assessment Package, drafting memorandums and assisting in the briefing of the Designated Approving Authority.

(g) The Contractor shall provide two (2) paper copies of each Assessment and Authorization deliverable. The contractor shall provide two (2) machine-readable copies each of the Assessment and Authorization deliverables in MS Word format, delivered on CD-ROM.

(h) The Contractor shall ensure that the IT system is not connected to the Library of Congress Data Network until accredited.

(End of Clause)

H.14 LC52.239-3A ASSESSMENT AND AUTHORIZATION (ALT I) (JAN 2016)

The information technology identified in this contract will be subject to review and approval of Assessment and Authorization (A&A) prior to connecting the system(s) to the Library of Congress Network.

(a) The contractor shall provide the COR with documentation demonstrating Authorization.

(b) The Library will perform a security assessment, assessment, risk assessment, and security testing & evaluation pursuant to NIST SP 800-37.

(c) The Contractor shall provide Authorization support to the Authorizing Official, including producing copies of the Assessment Package, drafting memorandums and assisting in the briefing of the Designated Approving Authority.

(d) The Contractor shall ensure that the IT system is not connected to the Library of Congress Data Network until accredited.

(End of Clause)

H.15 LC52.239-4 SECTION 508 COMPLIANCE (JAN 2015)

All contract deliverables shall comply with accessibility standards set forth in the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR part 1194).

(End of Clause)

H.16 LC52.239-5 SYSTEMS HOSTED BY EXTERNAL HOSTING PROVIDERS (SEP 2018)

For any non-Library of Congress owned and operated systems supporting a hosted application, including cloud services, security devices, shared servers, backup devices, and management systems, the Contractor shall provide:

(a) Design documentation demonstrating that the environment is Federal Risk and Authorization Management Program (FedRAMP) compliant

(b) Assessment and Authorization documentation for the operating environment

(c) Documented test results, including individual test items, showing that the applications, hosting platforms and associated management systems have implemented the minimum security controls per FIPS 199) of the system.

(d) Access for the Library to conduct scanning, security testing and assessment, and penetration testing of the operating environment, including support for any remediation issues in accordance with the Library policy on remediation documented in Library of Congress Directive (LCD) 5-410.1, Information Technology Security Policy.

(e) The contractor shall sign a Memorandum of Understanding (MOU)/Interconnection Security Agreement (ISA) with the Library of Congress in accordance with NIST SP 800-47, Security Guide for Interconnecting Information Technology Systems. This may be an addendum to the contract between the Library and the Contractor.

(End of Clause)

H.17 LC52.239-6 ASSESSMENT AND AUTHORIZATION PRIVACY REQUIREMENTS (JUL 2016)

The contractor shall be responsible for the following privacy and security safeguards:

1. To the extent required to carry out the assessment and authorization process and continuous monitoring, to safeguard against threats and hazards to the security, integrity, and confidentiality of any non-public Library data collected and stored by the contractor, the contractor shall afford the Library access to the contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

2. The Library has the right to perform manual or automated audits, scans, reviews, or other inspections of the contractor's IT environment being used to provide or facilitate services for the Library. In accordance with the Federal Acquisitions Regulations (FAR) clause 52.239-1, contractor shall be responsible for the following privacy and security safeguards:

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

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Library data, the contractor shall afford the Library access to the contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases within 72 hours. The program of inspection shall include:

i. Authenticated and unauthenticated operating system/network vulnerability scans

ii. Authenticated and unauthenticated web application vulnerability scans

iii. Authenticated and unauthenticated database application vulnerability scans

iv. Automated scans can be performed by Library personnel, or agents acting on behalf of the Library, using Library operated equipment, and Library specified tools.

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

3. If the contractor chooses to run its own automated scans or audits, results from these scans may, at the Library's discretion, be accepted in lieu of Library performed vulnerability scans. In these cases, scanning tools and their configuration shall be approved by the Library. In addition, the results of contractor-conducted scans shall be provided, in full, to the Library.

4. SENSITIVE INFORMATION STORAGE. In addition to the requirements of LC52.239-1, Sensitive But Unclassified (SBU) information, data, and/or equipment will only be disclosed to authorized personnel on a Need-To-Know basis. The contractor shall establish appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of this information, data, and/or equipment is properly protected. When no longer required, this information, data, and/or equipment will be returned to Library control, destroyed, or held until otherwise directed. Destruction of items shall be accomplished by following LC52.239-1 and applicable provisions of NIST Special Publication 800-88, Guidelines for Media Sanitization. The disposition of all data will be at the written direction of the Contracting Officer Representative (COR), this may include documents returned to Library control; destroyed; or held as specified until otherwise directed. Items returned to the Library shall be hand carried or sent by certified mail to the COR.

5. PROTECTION OF INFORMATION. The contractor shall be responsible for properly protecting all information used, gathered, or developed as a result of work under this contract. The contractor shall also protect all Library data, equipment, etc. by treating the information as sensitive. All information about the systems gathered or created under this contract should be considered as SBU information. It is anticipated that this information will be gathered, created, and stored within the primary work location. If contractor personnel must remove any information from the primary work area they should protect it to the same extent they would their proprietary data and/or company trade secrets. The use of any information that is considered personally identifiable information (PII) will be utilized in full accordance with Library of Congress Regulation 5-920.

The Library will retain unrestricted rights to Library data. The Library retains ownership of any user created/loaded data and applications hosted on contractor's infrastructure, as well as maintains the right to request full copies of these at any time. If the data that is processed and stored by the various applications within the network infrastructure contains financial data as well as PII, this data and PII shall be protected against unauthorized access, disclosure or modification, theft, or destruction. The contractor shall ensure that the facilities that house the network infrastructure are physically secure. The data must be available to the Library upon request within one business day or within the timeframe specified otherwise, and shall not be used for any other purpose other than that specified herein. The contractor shall provide requested data at no additional cost to the Library. No data shall be released by the contractor without the consent of the Library in writing. All requests for release must be submitted in writing to the contracting officer and the COR.

6. CONFIDENTIALITY AND NONDISCLOSURE. The preliminary and final deliverables and all associated working papers and other material deemed relevant by the agency that have been generated by the contractor in the performance of this contract, are the property of the U.S. Library and must be submitted to the COR at the conclusion of the contract. The U.S. Library has unlimited data rights to all deliverables and associated working papers and materials in accordance with FAR 52.227-14. All documents produced for this project are the property of the U.S. Library and cannot be reproduced, or retained by the contractor. All appropriate project documentation will be given to the agency during and at the end of this contract. The contractor shall not release any information without the written consent of the contracting officer.

7. DISCLOSURE OF INFORMATION. Any information made available to the contractor by the Library shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to

any persons except as may be necessary in the performance of the contract. In performance of this contract, the contractor assumes responsibility for protection of the confidentiality of Library records and shall ensure that all work performed by its subcontractors shall be under the supervision of the contractor or the contractor's responsible employees. Each officer or employee of the contractor or any of its subcontractors to whom any Library record may be made available or disclosed shall be notified in writing by the contractor that information disclosed to such officer or employee can be used only for that purpose and to the extent authorized herein. Further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. 1030.

(End of Clause)

H.18 LC52.244-1 SUBCONTRACT NOTIFICATION (OCT 2016)

(a) As used in this clause, "Subcontract" means any formal contract or agreement entered into by a subcontractor or consultant to furnish supplies or services for performance of this contract or an agreement to perform on future orders anticipated under the prime contract. It includes consultant agreements, teaming arrangements, and lower tier subcontracts, orders, and changes and modifications to such contracts and agreements.

(b) The following subcontracts are associated with this contract

Legal Name of Subcontractor	Type or Form of Subcontract	Description of the Supplies or Services	Subcontract Price
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(c) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof, and shall report all subcontracts related to performance of this contract to the Contracting Officer within 30 days of contract award and annually within 30 days of the anniversary date of contract award during performance of this contract. The notification shall include:

- i. Legal name of subcontractor.
- ii. Type or form of subcontract.
- iii. Description of the supplies or services to be subcontracted.
- iv. Subcontract price.

(d) Consent of the contracting officer shall not be required prior to entering into a formal subcontract agreement under this contract.

(e) The contractor shall disclose potential or actual conflicts of interest in accordance with the clause at LC52.209-1.

(End of Clause)

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/browse/index/far>

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-3	GRATUITIES	APR 1984
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV 2021
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES ALTERNATE I (NOV 2021)	NOV 2021
52.227-14	RIGHTS IN DATA—GENERAL	MAY 2014
52.232-25	PROMPT PAYMENT	JAN 2017
52.233-1	DISPUTES	MAY 2014
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES—FIXED-PRICE	AUG 2018
52.243-1	CHANGES—FIXED PRICE ALTERNATE I (APR 1984)	AUG 2018
52.243-3	CHANGES—TIME-AND-MATERIALS OR LABOR-HOURS	SEP 2000
52.245-1	GOVERNMENT PROPERTY	SEP 2021
52.245-9	USE AND CHARGES	APR 2012
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 LC52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (DEV) (FEB 2016)

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

- (1) The Library will apply FAR 52.243-1 (Changes – Fixed Price) to any changes under this contract instead of section (c).
- (2) The reference in section (d) to the Disputes clause at FAR 52.233-1 refers to the clause as modified by the Library.

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

(End of Clause)

I.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022)

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

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

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

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

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

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

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

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

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

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

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

[] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

[] (5) [Reserved]

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

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

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

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

☐ (10) [Reserved]

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

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

☐ (13) [Reserved]

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (MAR 2020) of 52.219-6.

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (MAR 2020) of 52.219-7.

☐ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219–9, Small Business Subcontracting Plan (NOV 2021) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (NOV 2016) of 52.219-9.

☐ (iii) Alternate II (NOV 2016) of 52.219-9.

☐ (iv) Alternate III (JUN 2020) of 52.219–9.

☐ (v) Alternate IV (SEP 2021) of 52.219–9.

☐ (18)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

☐ (ii) Alternate I (MAR 2020) of 52.219-13.

☐ (19) 52.219–14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 657s).

☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (21) 52.219–27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).

☐ (22) (i) 52.219–28, Post-Award Small Business Program Rerepresentation (SEP 2021) (15 U.S.C. 632(a)(2)).

☐ (ii) Alternate I (MAR 2020) of 52.219–28.

- ☐ (23) 52.219–29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (15 U.S.C. 637(m)).
- ☐ (24) 52.219–30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) (15 U.S.C. 637(m)).
- ☐ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- ☐ (26) I(26) 52.219–33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- ☒ (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (28) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (JAN 2022) (E.O. 13126).
- ☒ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (30)(i) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ☐ (ii) Alternate I (FEB 1999) of 52.222-26.
- ☒ (31)(i) 52.222–35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- ☐ (ii) Alternate I (JULY 2014) of 52.222-35.
- ☒ (32)(i) 52.222–36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- ☐ (ii) Alternate I (JULY 2014) of 52.222-36.
- ☒ (33) 52.222–37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- ☒ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- ☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- ☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

- ☐ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (OCT 2015) of 52.223-13.
- ☐ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-14.
- ☐ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).
- ☐ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-16.
- ☒ (44) 52.223–18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- ☐ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- ☐ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- ☐ (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ☐ (ii) Alternate I (JAN 2017) of 52.224-3.
- ☐ (48) 52.225-1, Buy American—Supplies (NOV 2021) (41 U.S.C. chapter 83).
- ☐ (49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (NOV 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (JAN 2021) of 52.225-3.
- ☐ (iii) Alternate II (JAN 2021) of 52.225-3.
- ☐ (iv) Alternate III (JAN 2021) of 52.225-3.
- ☒ (50) 52.225–5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (52) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☒ (55) 52.229–12, Tax on Certain Foreign Procurements (FEB 2021).

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

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

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

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

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

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

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

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

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

☐ (iii) Alternate II (NOV 2021) of 52.247-64.

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

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

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

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

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

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

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

[] (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

[] (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

[] (9) 52.226–6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

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

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

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

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

(i) 52.203–13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

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

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

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

(v) 52.219–8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting opportunities.

- (vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- (xiii)(A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- (xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (B) Alternate I (JAN 2017) of 52.224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

I.4 LC52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (DEV) (MAY 2015)

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

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

(End of Clause)

I.5 LC52.216-2 Fair Opportunity (FEB 2020)

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

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

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

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

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

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

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

☒ If checked, the provisions below apply to this order.

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

(End of clause)

I.6 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through the end of the ordering period stated in Section B.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of Clause)

I.7 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$1,000,000.00;

(2) Any order for a combination of items in excess of \$1,000,000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I.8 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 18 months from the ordering period end date in Section B.

(End of Clause)

I.9 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of Clause)

I.10 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months..

(End of Clause)

I.11 LC52.227-1 ASSIGNMENT OF COPYRIGHT TO THE LIBRARY OF CONGRESS (DEC 2001)

The Contractor hereby transfers and assigns to the Library any and all rights in the works produced under the contract including but not limited to copyrights. As the sole owner of the works produced under the contract, the Library will exercise all exclusive rights in the works, including but not limited to the right to distribute the Work, consistent with the Library's ownership rights, including copyrights.

The contractor must include a similar clause into any subcontract under this contract.

(End of Clause)

I.12 LC52.232-25 PROMPT PAYMENT (DEV) (JUL 2013)

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

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

(2) The reference in section (a)(5)(ii) to the Disputes clause at FAR 52.233-1 refers to the clause as modified by the Library.

(3) Section (a)(6) is replaced with the following: “Interest penalty payments shall be handled in accordance with the Prompt Payment clause at FAR 52.232-25 as modified by the Library.”

(4) Section (b) relating to Contract Financing Payment is deleted.

(End of Clause)

I.13 LC52.233-1 52.233-1 (DEV) DISPUTES (MAY 2014)

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

The amount in sections (c), (d)(2)(i), and (e) is \$50,000 instead of \$100,000.

See also regulations of the Government Accountability Office Contract Appeals Board at 4 C.F.R. part 22.

(End of Clause)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

List of Attachments

Attachment	Number of Pages	Date
Attachment J1 – Labor Categories	1	06/24/2022
Attachment J2 - Data Processing Plan Template	6	12/01/2022
Attachment J3 – Current Technologies	1	03/18/2022
Attachment J4 - Agile Methodology at LOC	39	03/18/2022
Attachment J5 - Quality Assurance Surveillance Plan	6	03/18/2022
Attachment J6 - LC Labs Experimentation Process	2	03/18/2022
Attachment J7 – Questions Template	1	03/18/2022
Attachment J8 – Task Order 1	6	06/24/2022
Attachment J9 – Task Order 2	7	06/24/2022
Attachment J10 – Past Performance Questionnaire	10	04/29/2022

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications—Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical

technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

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

(d) *Representations.* The Offeror represents that—

(1) It [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It [] does, [] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of Provision)

K.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

K.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022)

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

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

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

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

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.

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

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

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

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

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

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

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

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

Small business concern—

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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.

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

(b)(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212–3, Offeror Representations and Certifications—Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

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

(iii) The terms “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line item No.	Country of origin

[List as necessary]

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

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

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

(B) The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

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

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

Line item No.	Country of origin

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line item No.	Country of origin

[List as necessary]

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

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

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

Canadian End Products:

Line item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line item No.	Country of origin

[List as necessary]

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

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

Line item No.	Country of origin

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

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

Other End Products:

Line item No.	Country of origin

[List as necessary]

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

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

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

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

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

(4) [] Have, [] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104–5(a)(2) for which the liability remains unsatisfied.

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

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

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

(ii) *Examples.*

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

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

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

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

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed end product	Listed countries of origin

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) *Taxpayer Identification Number (TIN)*.

[] TIN: _____.

[] TIN has been applied for.

[] TIN is not required because:

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

[] Offeror is an agency or instrumentality of a foreign government;

[] Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

[] Sole proprietorship;

[] Partnership;

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

(5) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

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

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

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

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

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

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

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703–2(a)(2) with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212–3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

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

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

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

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

(Do not use a “doing business as” name)

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

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

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

(Do not use a “doing business as” name)

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

Predecessor CAGE code: ____ (or mark “Unknown”).

Predecessor legal name: ____.

(Do not use a “doing business as” name).

(s) [Reserved]

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

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

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

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

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

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

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

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

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

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

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

(2) The Offeror represents that—

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

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

(End of Provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG 2020
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV 2021
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995

L.1 LC52.233-2 PROTESTS TO THE LIBRARY OF CONGRESS (DEC 2013)

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

(End of Provision)

L.2 Instructions, Conditions, and Notices to Offerors

Offerors must comply with the submission instructions stated herein. If the proposal does not comply with the submission instructions for the method of submission, as well as format and content, the Offeror may be ineligible for award.

L.2.1. Due Date

All proposals shall be submitted electronically via email to the Contracting Officer Betsy Lewis-Matsuoka at bmatsuoka@loc.gov and the Contract Specialist Quinn Cartheuser at qcart@loc.gov no later than the date specified in block 8 of the solicitation.

L.2.2. Clarification Questions

Questions related to this solicitation must be submitted in writing to the points of contact listed above, no later than July 6, 2022. Offerors must use Attachment J7 – Questions Template to submit questions. Questions submitted not following this template are not guaranteed an answer. Answers to questions of a substantive nature will be provided to all offerors. The Library will not guarantee answers to questions received after this date.

L.2.3. Proposal Format

Each page is to be numbered and labeled with the name of the offeror in the header or footer. The document must have single-spaced typed lines, 1 inch margins, and the text font must not be smaller than Times New Roman 10-point. A limited amount of smaller text size and/or font may be used within graphics or charts, but must be legible. No hyperlinks to external reference information should be included in any section of your proposal. An accessible version of the proposal (i.e. readable by screen reader software) shall be submitted electronically in either accessible PDF or Microsoft word compatible format.

L.2.4. Proposal Content

Offerors must include any ground rules, assumptions, exceptions, and/or deviations that are inherent in their proposal. Exceptions and deviations must indicate a clear reference to the solicitation term(s) or condition(s) that is(are) excepted or modified. Any ground rules, assumptions, exceptions, and/or deviations are not accepted by the Library unless approved by the Contracting Officer in writing. Silence by the Contracting Officer does not provide acceptance.

The contractor shall describe any limitations on any intellectual property that will affect the contractor's performance of the contract or affect the Library's (or the public's) subsequent use of any deliverable under the contract. In particular, the contractor shall: describe the intellectual property in sufficient detail, clearly state any limitations, and describe how the Library can use the work with the limitations described or proposed by the contractor. This information must be included as part of the proposal.

The proposal must contain the following sections, in the stated order, labeled as indicated:

L.2.4.1. Corporate Capability / Program Management

Offerors must submit one, combined Corporate Capability / Program Management section of the proposal that addresses the requirements of the IDIQ, Task Order 1, and Task Order 2. Offerors must include complete organizational charts, including a representative sample number of staff for each skill level and corresponding requirements under the contract. Taking into account the staffing available for this IDIQ contract and its task orders, the offeror shall also estimate the turn-around time for providing a replacement staff member if the primary is unable to perform their duties. Offeror shall describe the management structure proposed to meet the requirements of this solicitation including:

1. Clear definitions of authority and responsibility.
2. Relevant experience of management team.
3. The number of staff members that are currently or expected to be managed by the offeror to meet the requirements.
4. The providing of qualifications for Key Personnel. This can include, resumes, educational degrees, certificates of training or expertise, or any other relevant documentation to demonstrate the requisite qualifications.
5. Proposed method of managing subcontractors (if subcontracting is applicable).

Offerors shall also tailor the QASP in Attachment J5 to fit the individual task orders.

The Corporate Capability/ Program Management section is limited to 10 pages, not including the QASPs associated with the task orders, cover pages, table of contents, appendices, and attachments. Resumes are not included in the 10 page limit, but are limited to 2 pages per Key Personnel.

L.2.4.2. Past Performance

Offerors shall provide work performed, in the past three years, of similar scope (to include complexity and duration) to the work called for in Section C of the IDIQ solicitation. Offerors shall describe the specific types of transactions, the offeror's role, date(s) of performance and the total dollar amount of the transaction.

Offeror must provide information of at least three, but not more than five, of such efforts. For each example provided, at a minimum, offeror must provide a narrative showing offeror's experience providing services identified in this solicitation. Offerors shall include the following information for each example:

- (1) Customer name, address, e-mail address and telephone number;
- (2) Contract number, period of performance, and total dollar amount;
- (3) Point of contact (names and telephone numbers of the CO and CO's Technical Representative);
- (4) The geographic scope (where the contract was performed); and
- (5) A description of how the submitted reference demonstrates the Offeror's performance as a prime or subcontractor for a contract of similar size and scope and the same type of services being solicited under this RFP.

Past performance information will be obtained from references for past projects through questionnaires, among other sources such as the Contractor Performance Assessment Reporting System (CPARS <https://cpars.gov/>). Offerors shall complete Section I of Attachment J10 - Past Performance Questionnaire and send it to each reference for completion.

Offerors are responsible for having the client/company/Agency for the reference contract submit a completed Past Performance Questionnaire (Section II and III) directly to the Contracting Officer and Contract Specialist. The Past Performance Questionnaire must be completed by and received from the Client/Company/Agency for the reference contract on or before the RFP closing date and time.

The past performance section of your proposal is limited to two (2) pages per example. A cover page and/or table of contents may be added to this section.

L.2.4.3. Technical Approach

Offerors must have three (3), separate, easily identifiable sections in their Technical Approach that describe an approach or process to fulfill the requirements starting with section C of the IDIQ, Task Order 1, and Task Order 2. Offerors shall submit this information within a project plan that includes a description of the offeror's unique approach, objectives, high level delivery schedule/milestones, reporting process, roles, and responsibilities for the IDIQ, Task Order 1, and Task Order 2. Offerors shall not merely restate the solicitation requirements, but present a rational methodology for fulfillment of the requirements.

The technical proposal must respond sequentially to each paragraph of the requirements starting in sections C of the IDIQ, Task Order 1, and Task Order 2 to permit side-by-side consideration of the proposed technical approach with the requirements of the solicitation.

The technical approach proposal section is limited to 20 pages (including technical approach for the IDIQ and Task Orders 1 and 2), not including cover pages, table of contents, appendices, and attachments. Any appendices/attachments should clearly state if they are associated with the IDIQ, Task Order 1, or Task Order 2.

L.2.4.4. Price

There is no page limitation for the price proposal. The price proposal must be submitted in Microsoft Excel format and include three (3), separate, easily identifiable sections each addressing the IDIQ Labor Rates, and pricing for both Task Orders 1 and 2, with the included information at a minimum:

(1) IDIQ Labor Rates; (Categories, Rates, and Annual Escalations). The contractor shall provide fully burdened rates (i.e. labor rates inclusive of travel, overhead, ODC, profit, use of equipment/office space) as well as escalated rates that may be applicable to future contract years. Contractors shall submit Attachment J1 - Labor Categories in Microsoft Excel format, listing their labor categories and rates anticipated to complete the requirements described in Section C. Contractors shall provide a description for each of the labor categories listed to include level of education or years of experience. Attachment J1 provides a template that must be utilized by interested offerors to collect IDIQ labor categories, rates, and descriptions, with separate templates for creation of fixed price proposals for each task order statement of work.

(2) Individual task order price proposals to align with the task area SOWs. Each price proposal for the task orders must provide a clear build-up of the offeror's proposed labor mix (labor categories, hours, and rates required to fulfill each requirement or complete each deliverable). Any other Direct Costs must be clearly identified and priced.

(3) The total evaluated price should be stated for each Task Order in the offeror's proposal.

(End of Section L)

SECTION M - EVALUATION FACTORS FOR AWARD

M.1. Evaluation Factors for Award

The Government intends to award multiple IDIQ contracts resulting from this solicitation to the responsible offeror(s) that provide(s) the best value to the government, in accordance with Federal Acquisition Regulation (FAR) Part 15 – Contracting by Negotiation. Best value will be determined through an integrated evaluation of the following factors:

1. Corporate Capability / Program Management
2. Past Performance
3. Technical Approach
4. Price

M.2. Evaluation Factor Order of Importance

All factors are listed in descending order of importance. Factor 1 Corporate Capability / Program Management, is more important than factor 2, Past Performance, which is more important than factor 3, Technical Approach, which is more important than factor 4, Price.

All non-price factors combined are significantly more important than factor 4, Price. Offerors are advised that the Government may evaluate proposals and award a contract without discussions; therefore, the offeror's initial proposal should contain the offeror's best terms and conditions. The Government also reserves the right to conduct discussions if the Contracting Officer determines them to be necessary. In the event discussions are held, a competitive range determination may be made. If the Contracting Officer determines that the number of proposals in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

Awards may be made to an offeror(s) that is/are not the lowest price, if it is determined that a higher price will yield a better technical solution and represent the best value to the government.

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.

Note: The term "offeror" shall be construed to include subcontractors, consultants, and related entities in an offeror's proposal.

Factor 1: Corporate Capability / Program Management

Corporate Capability / Program Management will be evaluated as one, combined section, treating the IDIQ, Task Order 1, Task Order 2 as one, and each Offeror will be assigned one overall rating. The Government will evaluate the offeror's corporate experience and program management capabilities relative to the requirements in section C of this Solicitation to determine the likelihood of successful performance. The evaluation includes the offeror's ability to effectively and efficiently accomplish the successful performance with complete requisite resources as demonstrated in the offeror's proposal and substantiated by any resumes, educational degrees, certificates of expertise, or any other applicable documentation described in Section L. The Government will also evaluate the offeror's demonstrated ability to

administer and manage day to day operations including management of onsite staff and teaming arrangements, performance monitoring and quality assurance as expressed in the QASP, quality control plan, and workload management. The Government will review all proposals to determine if the offeror's labor mix and hours reflect a clear understanding of the requirements.

Factor 2: Past Performance

The Library may use proposal examples and may use other resources such as the Contractor Performance Assessment Reporting System (CPARS), past performance questionnaires submitted via Attachment J10, or direct experience between the Library and the offeror. The Library reserves the right to contact references and use information provided by the references and any other sources. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance. After each example has been evaluated, each offeror will be assigned one overall rating.

Factor 3: Technical Approach

The government will evaluate the degree to which the Offeror's technical approach will ensure fulfillment of all task areas in IDIQ section C, as well as the requirements of Task Order 1 and Task Order 2's statements of work, and minimizes risk to the Government. Clear technical plans that incorporate appropriate deliverables, activities, communication strategies with LOC CORs, and defined delivery schedules will yield positive ratings for each task order proposal and by extension, the associated IDIQ task areas.

To determine awardees of the IDIQ, the Library will evaluate the offeror's Technical Approach section (IDIQ, Task Orders 1 & 2), and assign one overall rating for Technical Approach.

Factor 4: Price

Price will be evaluated pursuant to FAR 15.404-1. The Government will evaluate Price, to include the proposed IDIQ labor rates, as well as the total price for each task order. This involves a multi-part analysis: (1) IDIQ Labor Rates; (2) Individual Task Order Price Proposals

The Price Proposal(s) will be evaluated for accuracy, completeness, and reasonableness.

Proposed labor rates shall be evaluated to determine whether the fully burdened rates proposed at the IDIQ level constitute reasonable hourly rates using various available means such as CALC.gov.

The price proposal for each task order will be evaluated to determine the reasonableness of the offeror's overall total price, including other direct costs as necessary. For any orders that include option line items, the Library will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement(s).

To determine IDIQ awardees, the sum of the Task Orders' total prices will be used by the Government during its evaluation, treated as a single, total evaluated price.

(End of Section M)

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