

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 &amp; 30</b>			1. REQUISITION NUMBER T20200011	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER LCFDL20R0083	6. SOLICITATION ISSUE DATE 09/29/2020
7. FOR SOLICITATION INFORMATION CALL:	a. NAME		b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE / LOCAL TIME 10/22/2020 16:00:00

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

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

15. DELIVER TO LC, Federal Library and Information Ctr Comm FEDLINK Network Operations LA 215 INTERNAL MAIL 4935 Washington, DC 20540	CODE	FLCV-FDL	16. ADMINISTERED BY FEDLINK Contracts Library of Congress 101 Independence Ave SE LA 215 Washington, DC 20540-9411	CODE	9414-FDL
---	------	----------	--	------	----------

17a. CONTRACTOR/OFFEROR  Telephone No.	CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY  18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	CODE	9414-FDL
--	------	--	---------------	--	--	------	----------

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. SCHEDULE OF SUPPLIES/SERVICES <small>(Use Reverse and/or Attach Additional Sheets as Necessary)</small>	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
--------------	--	--------------	----------	----------------	------------

See Lines

25. ACCOUNTING AND APPROPRIATION DATA See Line Item Detail	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
---	---

<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED	<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
---	--

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
--	---

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
--------------------------------------	--

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT) Timothy Ott	31c. DATE SIGNED
---	------------------	---	------------------

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 02/2012)  
Prescribed by GSA - FAR (48 CFR) 53.212

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED    INSPECTED    ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )
		42c. DATE REC'D ( <i>YY/MM/DD</i> )

## Table of Contents

<u>Section</u>	<u>Description</u>	<u>Page Number</u>
B	Supplies or Services and Prices/Costs .....	5
	B Supplies or Services and Prices .....	5
C	Descriptions/Specifications/Statement of Work .....	6
	C Descriptions and Specifications.....	6
D	Packaging and Marking .....	11
	LC52.211-1 Deliveries (APR 2015).....	11
	LC52.231-1 Payment of Postage Fees (May 2015) .....	11
	D Packaging and Marking.....	11
E	Inspection and Acceptance.....	11
	E Inspection and Acceptance .....	11
F	Deliveries or Performance .....	11
	F Deliveries or Performance.....	12
G	Contract Administration Data .....	12
	LC52.201-3 Contract Administration (AUG 2015) .....	12
	G Transfer Procedures and Requirements and Invoicing Instructions.....	12
H	Special Contract Requirements .....	15
	LC52.201-1 Contracting Officer's Representative (COR) Appointment and Authority (Jan 2016).....	15
	LC52.203-1 Contractor Publicity (Oct 2013).....	15
	LC52.204-1 Collections Security (Dec 2013).....	15
	LC52.204-2 Physical Security (Mar 2015) .....	16
	LC52.204-3 Information Systems Security (Sept 2018) .....	16
	LC52.204-4 Contractor Suitability (JAN 2019).....	16
	LC52.216-4 Open Season Under Multiple-Award IDIQ Contracts (May 2019).....	17
	LC52.237-1 Key Personnel (Aug 2014).....	17
	LC52.237-2 Conduct of Work (May 2015).....	17
	LC52.239-1 Information Security (May 2016) .....	17
	LC52.239-2 Systems Development Life Cycle (Sept 2018).....	18
	LC52.239-3 Alt I Assessment and Authorization - Alternate I (Jan 2016).....	19
	LC52.239-5 Systems Hosted by External Hosting Providers (Sept 2018).....	19
	LC52.239-6 Assessment and Authorization Privacy Requirements (Jul 2016).....	19
I	Contract Clauses .....	20
	52.202-1 Definitions (Jun 2020) .....	21
	52.203-3 Gratuities (Apr 1984) .....	21
	52.203-5 Covenant Against Contingent Fees (May 2014).....	21
	52.203-7 Anti-Kickback Procedures (Jun 2020).....	21
	52.204-7 System for Award Management (Jul 2013) .....	21
	52.204-13 System for Award Management Maintenance (Jul 2013) .....	21
	52.204-21 Basic Safeguarding of Covered Contractor Information Systems (June 2016).....	21
	52.212-4 Contract Terms and Conditions--Commercial Items (May 2015).....	21
	52.216-24 Limitation of Government Liability (Apr 1984).....	21
	52.216-25 Contract Definitization (Oct 2010) .....	21
	52.227-14 Rights in Data-General (May 2014).....	21
	52.227-19 Commercial Computer Software License (Dec 2007).....	21
	52.232-25 Prompt Payment (Jul 2013) .....	21
	52.233-1 Disputes (May 2014).....	21
	52.242-13 Bankruptcy (July 1995).....	21
	52.243-3 Changes-Time-and-Material or Labor-Hours (Sept 2000) .....	21
	52.244-6 Subcontracts for Commercial Items (Aug 2020) .....	21
	52.245-1 Alt I Government Property (Jan 2017) - Alternate I (Apr 2012).....	21
	52.253-1 Computer Generated Forms (Jan 1991) .....	21
	52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Mar 2020) .....	21
	52.216-18 Ordering (Oct 1995).....	25
	52.216-19 Order Limitations (Oct 1995) .....	25
	52.216-22 Indefinite Quantity (Oct 1995).....	25
	52.217-8 Option to Extend Services (Nov 1999).....	26
	52.217-9 Option to Extend the Term of the Contract (Mar 2000) .....	26
	52.239-1 Privacy or Security Safeguards (Aug 1996) .....	26
	LC52.212-4 52.212-4 (DEV) Contract Terms and Conditions - Commercial Items (Feb 2016) .....	26
	LC52.212-5 52.212-5 (DEV) Contract Terms And Conditions Required To Implement Statutes Or Executive Orders - Commercial Items (MAY 2015) .....	27

LC52.216-2 Order Placement - Multiple Award Indefinite Delivery Indefinite Quantity (Feb 2016)... 27  
LC52.232-25 52.232-25 (DEV) Prompt Payment (Jul 2013) ..... 27  
LC52.233-1 52.233-1 (DEV) Disputes (MAY 2014) ..... 27  
I Additional Terms ..... 28  
J List of Attachments ..... 31  
K Representations, Certifications and Other Statements of Offerors or Respondents ..... 31  
    52.209-7 Information Regarding Responsibility Matters (Jul 2013) ..... 31  
    52.212-3 Offeror Representations and Certifications--Commercial Items (Nov 2017)..... 32  
L Instructions, Conditions and Notices to Offerors or Respondents ..... 43  
    52.216-29 Time-and-Materials/Labor-Hour Proposal Requirements-Non-Commercial Item Acquisition  
    With Adequate Price Competition (Feb 2007)..... 43  
    LC52.215-1 Proposal Submission Instructions - Best Value Trade-Off (JUL 2016) ..... 43  
M Evaluation Factors for Award ..... 47  
    LC52.215-2 Evaluation - Best Value Trade-Off (July 2016)..... 47

**Section B - Supplies or Services and Prices/Costs**

Number	Supplies or Services	Quantity	Unit	Unit Price	Total ( Inc. disc., tax, and fees)
1	5-Year Ordering Period for FEDLINK Library Support Services	1.000000	JOB		
<b>Period of Performance:</b> 11/25/2020 - 11/24/2025					
<b>Description:</b> In accordance with section C. Orders must be issued pursuant to the ordering clauses in section I.					
<b>Reference Line:</b> T20200011 - 0001					
<b>Pricing Options:</b> Base					

**B Supplies or Services and Prices**

**B.1.** This is an Indefinite-Delivery, Indefinite-Quantity (IDIQ) contract. Orders issued under this contract shall be either Firm-Fixed-Price (FFP) or Labor Hour (LH).

In accordance with 2 U.S.C. § 182c (f)(1)(A), federal entities in the executive branch (including Department of Defense agencies), the legislative branch, and the judicial branch, independent agencies, and federal agency contractors that are authorized to use federal sources of supply under FAR subpart 51.1 are authorized to request a FEDLINK Contracting Officer to place orders under this contract in accordance with the terms and procedures herein. Only Library of Congress Contracting Officers may place orders against this contract.

Orders placed against this IDIQ contract will be in accordance with the Federal Acquisition Regulation (FAR). The terms and conditions of this IDIQ contract are incorporated in any resulting order. Orders issued against resulting IDIQs may include additional regulations, clauses, provisions, procedures, policies, and other requirements that apply to the agency placing the order.

The Government reserves the right to reopen competition to new potential contractors annually.

The Library of Congress / FEDLINK may transfer some or all of the contract administration functions to the FEDLINK customer agency at any time during the life of the contract. The contract administration functions include, but are not limited to: the exercise of optional contract line item numbers (CLINs), the exercise of the option to extend services, the exercise of the option to extend the term of the contract, and any other contract modifications. The Library of Congress will transfer any and all contract administration functions to the FEDLINK customer agency by written modification. Upon transfer, the FEDLINK customer agency will assume contract administration functions in accordance with the terms of the contract.

**B.2.** This is a multiple-award IDIQ. The awardee names and associated contract numbers are as follows:

Contractor Name:	Contract Number:
TBD	TBD
TBD	TBD

**B.3.** Orders shall be placed for defined requirements that are fulfilled utilizing the incorporated labor categories, services, and rates in section J. In the event that a task order period of performance crosses fiscal or accounting periods as defined in section J, task order labor rates must comply with the annual price that is current at the time the order is placed, or an option is exercised, for the duration of the base or option period of performance. No blended rates will be authorized at the order level.

**B.4. MINIMUM AND MAXIMUM AMOUNTS**

a) The guaranteed minimum for resulting IDIQ contracts shall be \$5,000.00. 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 \$100,000,000.00 for the entire ordering period.

**B.5. TRAVEL**

The Library will not reimburse the contractor for travel expenses incurred in the performance of this contract. The hourly rates and service prices are expected to be fully loaded (i.e. inclusive of all overhead, profit, fringe, and other contractor indirect and direct costs).

## Section C - Descriptions/Specifications/Statement of Work

### C Descriptions and Specifications

---

#### C.1. BACKGROUND

##### C.1.1. The FEDLINK Program

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

The LC / FEDLINK revolving fund program codified at 2 U.S.C. § 182c (f)(1) authorizes the LC / FEDLINK program to provide the following services:

- Commercial information service, publications in any format, and library support services;
- Related accounting services;
- Related education, information, and support services

FEDLINK contracts are available to federal offices in the executive branch (including the armed forces), the legislative branch, the judicial branch, and to independent agencies. In addition, vendors authorized to use federal sources of supply under FAR part 51 are authorized to purchase through FEDLINK. Legal offices, laboratories and information centers, analyst, scientist and other end-users in federal agencies may acquire their commercial information services, publications, and library support services through FEDLINK.

##### C.1.2. Objectives

FEDLINK requires contractor support to provide a broad range of services to federal libraries and information centers across the United States to support them in delivering relevant materials and information to their agency constituents and the public.

#### C.2. SCOPE

The contractor shall provide library support services to enable agencies to accomplish core functions, including collection management, public services, technical services, data services, training and education, and library management.

#### C.3. REQUIREMENTS

The contract is divided into two lots, as follows:

Lot 1 – On-site Library Support Services

Lot 2 – Off-site Technical Services

##### C.3.1. Lot 1 – On-site Library Support Services

###### C.3.1.1. Task Areas

Task area headings are for the purpose of categorizing tasks in this IDIQ and may differ on individual task orders. There is overlap between task areas. Specific tasks to be performed will be defined in individual task orders. The contractor shall provide on-site library support services in the following task areas:

###### (a) Management

Includes the management of library and information center staff or project areas such as digitization. Tasks include the following:

- Departmental or Program Management
- Library Management
- Project Management

###### (b) Library Systems

Includes the management and support of integrated library systems, library management systems, library service platforms, library web sites, and other systems and software that support the library's operation. Tasks include the following:

- Library System Management
- Library System Maintenance and Support
- Library Software Development
- Web Site Development related to the points noted above

#### **(c) Collection Services**

Includes services to manage library collections and deliver content. Tasks include the following:

- Circulation
- Document Delivery
- Interlibrary Loan
- Electronic Resources Management
- Shelving, Filing, and/or Inventory
- Material Handling
- Packing and Shipping Materials

#### **(d) Data Services**

Includes data management services to support research. Tasks include the following:

- Data Management
- Data Analysis and Data Visualization
- SQL, R, Python, and Other Programming
- Digital Library Support
- Digital Preservation
- Digitization Support Services

#### **(e) Public Services**

Includes services to provide reference, research, training, and outreach. Tasks include the following:

- Subject Matter Expertise
- Reference
- Research
- Virtual Reference
- Instruction and Training
- Outreach and Marketing

#### **(f) Technical Services**

Includes services to provide bibliographic control, physical processing, and the acquisition of collections. Tasks include the following:

- Cataloging and Metadata (on-site)
- Digital Asset Management
- Physical Processing
- Taxonomy
- Indexing
- Acquisitions

### **C.3.1.2. Labor Categories and Qualifications for Library Support Services**

Federal libraries require on-site contractor personnel. The contractor must provide resources including staff who are qualified to perform in the labor categories designated in this section. The responsibilities and qualifications cited for each category are basic and typical, and therefore not all inclusive. Additional labor categories may be added as appropriate to fulfill the contract requirements. For the purposes of this contract, personnel are classified into occupations based on their common responsibilities and qualifications. Personnel with the same title may be classified in different categories based on their individual job duties, and individual task orders may use job titles other than those listed here.

Contractors will abide by the standard wage determinations for the labor categories that most closely match the position's responsibilities according to Service Contract Act (SCA) requirements. While these positions will often fall under the 13047 LIBRARIAN through 13063 MEDIA SPECIALIST III categorizations, specialized requirements may change the categorization.

Individuals in any non-supervisory labor category may be assigned the responsibility to serve as a team leader.

#### **Librarian**

Responsibilities:

- Provide guidance and access to information resources, both within the physical confines of the library and beyond the library through databases, telecommunications networks, and cooperative arrangements
- Perform tasks and duties of a professional nature and scope that require knowledge of library services, (for example, reference sources and methods; cataloging and classification systems; collection development, evaluation and materials selec-

tion; library automation systems; professional ethics and obligations)

Qualifications:

- Master's Degree in Library/Information Science from an institution accredited by the American Library Association, or equivalent graduate degree, e.g., LL.B. or J.D., related to the position, or 2 full years of progressively higher level graduate education
- May require knowledge of a specialized subject or field of endeavor and completion of a course of study resulting in a bachelor's degree in the specialized field

Examples of Position Titles:

- Reference Librarian, Access Services Librarian, Technical Services Librarian, Cataloging Librarian, Electronic Resource Librarian, Government Documents Librarian, Law Librarian, Medical Librarian, Library Systems Librarian, Marketing and Outreach Librarian, Digital Services Librarian, Metadata Librarian

**Library Project Manager**

Responsibilities:

- Supervise contractor library staff
- Plan, organize, and direct the development and execution of library programs, policies, and procedures
- Administrative activities concerned with budget and finance, personnel, plant and equipment, etc.
- Support other library tasks as needed (reference, interlibrary loan, etc.)

Qualifications:

- Master's Degree in Library/Information Science from an institution accredited by the American Library Association
- 5 years of experience as a project manager or supervisor in a library environment

Examples of Position Titles:

- Project Manager, Program Manager, Library Director, Library Administrator

**Technical Information Specialist**

Responsibilities:

- Direct, administer, develop, coordinate, and perform professional level work involved in processing, managing, and transmitting scientific, technical, or other specialized information. Includes data management services
- Visualize, interpret, and report data findings

Qualifications:

- Master's Degree in Library/Information Science from an institution accredited by the American Library Association, with a bachelor's degree in subject specialty, plus 1 year of experience providing technical information services
- Possesses a broad knowledge of one or more professional, scientific, or technical disciplines or fields of interest needed to understand the significance and relationship of the concepts and ideas contained in the information area and a practical knowledge of documentation or library techniques

Examples of Position Titles:

- Technical Information Specialist (Subject Specialization), Technical Information Specialist (Data Services), Technical Information Specialist (Informationist), Technical Information Specialist (Digital Services), Metadata Specialist, Taxonomist

**Library Technician**

Responsibilities:

- Provide technical support by performing a variety of tasks providing direct services to the public and/or indirect technical services such as materials acquisition, copy cataloging, support of automated systems, or other similar work in support of library or related information programs and operations.
- Support the work of librarians or information specialists

Qualifications:

- Practical knowledge of library techniques, methods, and procedures
- Associate's degree from a recognized college or technical institute with 16 credits in library science or computer science or 1 year of experience in libraries
- Basic knowledge of and some experience with word processing, electronic mail, spreadsheets, and other office automation products

Examples of Position Titles:

- Library Technician, Library Assistant

**Library Clerk**

Responsibilities:

- Perform simple clerical tasks under the supervision of the Librarian or Library Technician
- Compile records, and sort, shelve, issue, and receive library materials such as books, electronic media, pictures, cards, slides and microfilm.

- Locate library materials for loan and replace material in shelving area, stacks, or files according to identification number and title.
- Register patrons to permit them to borrow books, periodicals, and other library materials.

Qualifications:

- Ability to work with some direct supervision on clearly defined tasks that may be of medium complexity
- High school diploma or equivalent

Position Title Examples:

- Library Clerk, Shipping/Receiving Clerk, Inventory Clerk, Materials Handling Clerk

**Training Specialist**

Responsibilities:

- Produce and offer formalized ongoing training on specific topics, for example, data literacy, analysis, and visualization
- Deliver in-person and online training

Qualifications:

- Bachelor's Degree in Information Technology/Information Systems/Knowledge Management/Library Science or equivalent degree
- Experience with current social media tools and collaborative technologies
- Experience conducting training for collaborative tools and developing training content

Examples of Position Titles:

- Curriculum Specialist, Training Specialist, Curriculum Developer, Outreach Librarian

**Library Systems Manager**

Responsibilities:

- Installation of hardware, software, systems upgrades, network accounts, network security, and web page design, interface and updates, planning and implementing long-range automation plan, period reports, and local system design documentation
- Coordinate changes to databases and other digital library systems, including transition between new systems
- Integrate new systems with existing library software and refine system performance and functionality

Qualifications:

- Master's Degree in Library/Information Science from an institution accredited by the American Library Association or equivalent degree
- BA/BS in an information or computer science related field or 2 years' experience in web development, programming, or other related technologies
- Experience with one or more common programming languages

Examples of Position Titles:

- Library Systems Manager, Library Systems Administrator, Integrated Library Systems Administrator

**Archivist**

Responsibilities:

- Appraise, edit, and direct safekeeping of permanent records and historically valuable documents
- Participate in research activities based on archival materials
- Restore, maintain, or prepare objects in collections for storage, research, or exhibit

Qualifications:

- Certification from the Academy of Certified Archivists or Master's Degree in Library/Information Science from an institution accredited by the American Library Association or completion of a certification program offered by an institution following the guidelines of the Society of American Archivists preferred; Degree in related field
- Familiarity with preservation standards for different material types
- 2 years' experience in a field related to archives or the particular subject matter of the archive

Examples of Position Titles:

- Archivist, Film Archivist, Historical Records Administrator

**Archives Technician**

Responsibilities:

- Review records that have a preliminary inventory and alignment with the agency's retention schedule
- Identify and document records that are eligible/not eligible for destruction and prepare them for transfer to records center or archives

Qualifications:

- Knowledge of records management policies and practices, including records classification and retention schedules
- 1 year experience with document and records management or archives

- BA/BS from an accredited institution

Examples of Position Titles:

- Archives Technician, Archives Specialist, Records Specialist, Records Technician

### C.3.2. Lot 2 – Off-site Technical Services

The contractor shall provide the off-site technical services described in this section.

#### C.3.2.1. Cataloging Services

The contractor shall provide cataloging services for library materials. Cataloging entails creating bibliographic records according to standard rules and guidelines, to include a description, subject analysis, and classification of an item. Cataloging also may include encoding records in electronic form according to standard guidelines and entering records into local and cooperative databases.

At a minimum, the contractor shall have the capability to provide records using the following rules, guidelines, and encoding format:

- **Description:** *RDA: Resource Description and Access*
- **Subject Analysis:** Library of Congress Subject Headings
- **Classification:** Library of Congress Classification and Dewey Decimal Classification
- **Encoding protocol:** MARC 21

Individual orders may require other cataloging schemas, rules, vocabularies, data formats, and protocols.

#### C.3.2.2. Metadata Services

The contractor shall provide data to facilitate and support discovery of and access to library content in any format, but typically for digital materials. Metadata may be created manually or automatically using software.

Types of metadata customers may require include but are not limited to the following:

- **Descriptive metadata:** describes a resource, its content, its identifying characteristics for purposes such as discovery and identification
- **Structural metadata:** describes how the pieces of a single resource fit together and how an object exists in relationship to other objects
- **Administrative metadata:** provides information to help manage a resource, such as when and how it was created, file type and other technical information, and who can access it. There are several subsets of administrative data; two that sometimes are listed as separate metadata types are:
  - **Technical metadata:** technical details about the object and its instantiation such as its file format, file size, and how to open, access and use it
  - **Rights management metadata:** intellectual property rights and use information
  - **Preservation metadata:** information needed to archive and preserve a resource, including actions taken on an object in order to ensure its longevity and viability

#### C.3.2.3. Physical Processing Services

The contractor shall prepare tangible library materials for placement and use within library collections. Physical processing tasks include but are not limited to the following:

- Apply accession numbers
- Apply property stamps
- Create circulation cards
- Affix pockets for circulation cards and accompanying material
- Apply protective plastic covers, laminates, or cases
- Generate and affix barcode labels
- Apply detection strips or slips
- Remove fasteners

## C.4. CONTRACT PERFORMANCE

Specific requirements, delivery schedules, and reporting requirements will be identified in individual task orders. The contractor shall provide program management and oversight of this contract and all task orders issued hereunder to include:

- Quality control of services and deliverables
- Project planning, implementation, and reporting
- Detailed invoicing with itemized prices
- Regular meetings with the Contracting Officer's Representative (COR) and other customer staff members
- Management of contractor on-boarding and exiting processes based on government procedures, including any required background investigations

## C.5. KEY PERSONNEL, PROGRAM MANAGEMENT, AND SUPERVISION

The contractor shall provide a Program Manager (PM) that shall be responsible for overall administration of this contract and associated task orders. The name of this person and an alternate who shall act for the contractor when the PM is absent shall be designated in writing to the Contracting Officer. The PM and the alternate shall be designated as key personnel in accordance with Library clause LC52.237-1.

The PM shall be trained and knowledgeable in all areas of work defined in the contract, and be familiar with Government regulations, policies, procedures and terminology to ensure effective oversight and management of contractor staff. The contractor's employees shall receive direction from the contractor PM, based on instruction and feedback from the Government COR. The PM shall assist the Government COR, provide recommendations to Government management, and inform Government management of potential problems. The PM shall possess the ability to effectively manage both the contractor employees and the Government provided workload without specific direction from the Government COR. For any matters/issues that arise during performance of the contract, the PM shall be accountable to the Contracting Officer, COR, and Government Program Manager.

Additional key personnel may be identified on individual task orders. All key personnel must be approved by the Government contracting officer.

## **C.6. GOVERNMENT FURNISHED RESOURCES**

The Library will identify Government Furnished Property and/or information (GFP/GFI) in individual task orders. Unless otherwise stated in the task order, all GFP/GFI shall be returned to the Government upon conclusion of the task orders.

### **Section D - Packaging and Marking**

#### 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)

#### 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)

### D Packaging and Marking

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

Deliverables and other documents may also be submitted electronically.

## **Section E - Inspection and Acceptance**

### E 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.

**Section F - Deliveries or Performance****PERIOD OF PERFORMANCE**

ITEM	START	END
1	11/25/2020	11/24/2025

F Deliveries or Performance

---

**F.1. PLACE OF PERFORMANCE**

Lot 1 tasks to be performed under this contract will be performed at the federal facility or location indicated by address on the individual task orders. Telework may also be permitted in the event of inclement weather, federal government shutdown, or other reasons as defined on the individual task orders.

Lot 2 tasks to be performed under this contract shall be performed at the contractor's facility.

Due to the COVID-19 pandemic, access to federal facilities is being restricted for the health and safety of all parties. If Government buildings remain restricted at the commencement this contract or any subsequently issued task orders, the contractor is expected to perform remotely or at contractor facilities until on-site work is authorized in writing by the Contracting Officer. Remote work plans must be approved by the COR and remote workers may use contractor-provided equipment in accordance with IT policies and rules of behavior. Contractor staff may be required to report on-site to obtain badges or other government-furnished property necessary for performance under this contract. 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.

**Section G - Contract Administration Data**LC52.201-3 Contract Administration (AUG 2015)

---

This contract will be administered by:

Library Contracting Officer: Timothy Ott

Address: The Library of Congress, FEDLINK Contracts, 101 Independence Ave., S.E.

Washington D.C. 20540-9414

Phone: (202) 302-5448

Email: tott@loc.gov

Library Contracting Officer Representative: TBD

Address: TBD

Phone: TBD

Email: TBD

Contractor Contract Administrator: TBD

Address: TBD

Phone: TBD

Email: TBD

(End of clause)

G Transfer Procedures and Requirements and Invoicing Instructions

---

**G.1. CUSTOMER USE OF FEDLINK CONTRACTS**

LC/FEDLINK provides both contracting and accounting support to federal agencies and organizations authorized to use federal sources of supply. Together, these agencies and organizations are referred to herein as "Customers." Even though these other agencies and organizations are defined as "Customers", the Library of Congress and Contractor shall be the parties to any contracts or agreements resulting from the solicitation. The Library of Congress retains the right to exercise any right or claim any obligation owed to a Customer.

**G.1.2. FEDLINK Transfer Pay Service**

LC/FEDLINK offers only the Transfer Pay option for Library Support Services. Under the Transfer Pay option, a Customer enters into an Interagency Agreement (IAA) with LC/FEDLINK for goods or services. Then, a FEDLINK Contracting Officer issues an order or awards a contract to a Contractor for the goods and/or services that the Customer requested. After receiving the order or contract, the Contractor provides the goods and/or services to the Customer, and submits invoices to LC/FEDLINK for payment. LC/

FEDLINK reviews the invoices, rejects improper ones, and pays acceptable ones. Under the Transfer Pay option, the Library of Congress and Contractor shall be the parties to all orders.

## G.2. TRANSFER PROCEDURES AND REQUIREMENTS

### G.2.1. Initiating Transfer Pay Service.

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

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

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

## G.3. FEDLINK INVOICE INSTRUCTIONS

An invoice is the contractor's bill or written request for payment under the contract for supplies delivered or services performed. The contractor will invoice only for the amount of supplies delivered or services performed. The contractor will prepare invoices and submit them to the payment address identified on the order. All proper invoices (except summary invoices) and all detailed usage reports will include the information specified below and be formatted as specified below. Invoices that do not meet these specifications are defective. The payment office will reject them and return them to the contractor without payment. Invoices for products/services that exceed the funding level authorized on the order will be rejected for insufficient funds and returned to the contractor without payment. Rejected invoices will be accompanied by a form indicating the reason for rejection. The contractor will promptly resubmit the invoice when the condition(s) causing the rejection have been corrected. All inquiries relating to FEDLINK contractor payments should be directed to:

The Library of Congress  
 FEDLINK Fiscal Operations  
 ATTN: Invoice Processing  
 Room LA-220  
 101 Independence Ave., SE  
 Washington, D.C. 20540-4935  
 Telephone: (202) 707-4961, Fax: (202) 707-4927; Email: FEDLINKInvoices@loc.gov

Discrepancies in pricing or terms and conditions of the contract or task order should be directed to the LC/FEDLINK Contracting Officer.

### G.3.1. Invoice Information

Invoice Data Elements. The contractor shall supply the following information on all invoices:

1. Contractor information:

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

2. Contractor's invoice number. The invoice number shall uniquely identify the invoice. Any invoice (including credit memos) with a number which duplicates another invoice's number is defective and will be rejected.

3. Invoice date in mm/dd/yyyy format. (Note: invoice date shall not be before the Order Date)

4. Government agency identification:

- FEDLINK ID
- Name and address
- FEDLINK contract number

5. Order information:

- “Order Date” and the date of the order in mm/dd/yyyy format. The Order Date is the contract effective date.
- Contract line item number(s) (CLIN)
- Description, quantity, unit, unit price, and extended price of deliverables.
- Any prompt payment discount.

### G.3.2. Invoice Submission

**(a) Electronic Invoicing.** Invoices shall be submitted in the Invoice Processing Platform (IPP) at <https://www.ipp.fms.treas.gov/>. For assistance with IPP, please contact IPP support at <https://www.ipp.gov/>.

**(b) Accepted Deliverables.** All invoices for all task orders issued under this contract shall only be submitted for products and services accepted in writing.

**(c) Copy for Prior Approval.** Before submitting an invoice in IPP for payment, the contractor shall send a copy of the invoice and supporting documents (see (e) below) via email to the COR and Government Project Manager. After the COR approves the invoice, the contractor shall submit the invoice in IPP.

**(d) Schedule.** The contractor shall invoice FEDLINK on a regular basis, after acceptance of delivered work and approval of the invoice copy.

**(e) Format.** Invoices shall be in PDF format. Invoices shall be accompanied by supporting documents, including the government acceptance report and details of the deliverables.

### G.3.3. Invoice Review and Payment

**(a)** For purposes of this clause, “invoice payment” means a government disbursement of monies to a contractor pursuant to a contract or other authorization for supplies or services issued by the Government. This includes payments for partial deliveries that have been accepted by the Government and final costs or fee payments where amounts owed have been settled between the Government and the contractor. Payment will be considered as being made on the day an electronic funds transfer is made. All days referred to in this clause are calendar days. The designated billing office for transfer pay accounts is FEDLINK.

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

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

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

**(c) Remittance Advice.** The FEDLINK Fiscal Office (FFO) will provide the contractor contact identified in this contract with a remittance advice that details the invoices for which payment is made. The FFO emails the remittance advice to the contractor’s accounts receivable contact a few days before the EFT payment is completed. The contractor should use the remittance advice to update its accounts receivable records.

**(d) Return of Improper Invoices.** If the invoice does not comply with requirements herein, then the contractor will be notified of the defect within seven (7) days after receipt of the invoice at the designated billing office. Rejected invoices will be accompanied by a form indicating the reason for the rejection and may be resubmitted when the condition(s) causing the rejection is corrected.

### G.3.4. Refunds, Credits or Other Adjustments

All invoice adjustments will be processed through the FFO.

The Government may adjust invoices to remove invalid charges that are not authorized or payable under the contract, such as line items for excluded products/services, sales tax and freight charges.

The FFO will determine whether a credit to the Government account is acceptable or whether a refund is required. Where credits are

acceptable, the contractor will issue separate credit invoices for all accrued credit on the account and will indicate on the credit the information specified above, plus the following: reference to the original paid invoice number, original order date, original order number, description of credit, and credit total. Invoice adjustments will have a unique invoice number; the invoice number of the original invoice being adjusted will not be re-used. Where refunds are required, the contractor will promptly remit amounts due.

## Section H - Special Contract Requirements

### 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)

### 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)

### 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)

LC52.204-2 Physical Security (Mar 2015)

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

(End of clause)

LC52.204-3 Information Systems Security (Sept 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)

LC52.204-4 Contractor Suitability (JAN 2019)

Work under this contract is unclassified. However, the Library of Congress has a contractor suitability program, which includes background investigations of contractor personnel who will have regular, ongoing, unescorted access to the Library's buildings, grounds, collections, or information technology systems to ensure they meet basic standards of honesty and trustworthiness.

(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 suitability of employees to work for the contractor firm that hires them. The Library's interest is in determining whether the contractor personnel should be granted access to Library facilities greater than the access that would be afforded to a member of the general public.

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

(4) 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.

(End of clause)

LC52.216-4 Open Season Under Multiple-Award IDIQ Contracts (May 2019)

- (a) Consistent with FAR 16.504(c)(1)(ii)(A), the Library reserves the right, at all times during the ordering period(s) of the contract, to periodically initiate an open season to add new contractors to the contract or dismiss IDIQ contract awardees that are not effectively participating in the fair-opportunity solicitation and ordering process. IDIQ awardees that do not participate in the fair-opportunity solicitation process for more than 12 months may be dismissed pursuant to the convenience termination clause of this contract at the discretion of the contracting officer. Offerors that submitted proposals but did not earn new task order awards for more than 24 months may also be dismissed pursuant to the convenience termination clause of this contract at the discretion of the contracting officer.
- (b) If the Library determines that it would be in the Government’s best interest to open a new solicitation to add new contractors to the IDIQ Contract, the Library contracting officer may do so at any time provided that:
  - (i) The solicitation is issued under then-applicable federal procurement law and regulations applicable to the Library;
  - (ii) IDIQ contract awardees are not permitted to hold more than one IDIQ contract at any time, however awardees may submit proposals to have additional performance areas not previously awarded added to their current IDIQ contract;
  - (iii) The evaluation factors for award under any open season solicitation are the same or substantially the same as in the original solicitation;
  - (iv) The terms and conditions of any resulting awards from a new solicitation are materially identical to the existing version of the IDIQ contract;
  - (v) The term for any such new awards from a solicitation is co-terminus with the existing term for all other IDIQ contractors, including any option period(s) (if applicable);
  - (vi) If awarded a new IDIQ contract, any new awardee is eligible to submit a proposal in response to any fair-opportunity solicitation that is issued and receive task order awards with the same rights and obligations as any other IDIQ contractor; and
  - (vii) The award of any new IDIQ Contract(s) does not increase the overall ceiling of the IDIQ contract.
- (c) Initiation of any open season solicitation does not obligate the Library to perform any other open season, on-ramping, or offramping procedures.
- (d) Open season solicitations may be limited to only a single performance area or less than the entire set of performance areas.

(End of clause)

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:

Position/Labor Category	Name
<u>Program Manager</u>	—
—	—
—	—

(End of clause)

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)

## LC52.239-1 Information Security (May 2016)

The work to be conducted is considered SENSITIVE BUT UNCLASSIFIED pursuant to NIST 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, etc.)

- a) The Contractor shall store hard copies and soft copy contained on removable media (e.g., tapes, floppy disks, CD-ROM/CD-R, flash drives, etc.) in a government approved storage container per the direction of the 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 "Sensitive but Unclassified" information.
- 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 utilize 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 FIPS 140-2 validated application configured in FIPS mode (<http://csrc.nist.gov/cryptval/>). 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) 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.
- l) The Contractor shall not provide any non-public government documents or information related to IT Security in any form without the written approval of the Library's IT Security Group.
- m) The Contractor shall ensure that all Contractor personnel sign non-disclosure statements.
- n) The Contractor shall ensure that all Contractor personnel complete the Library of Congress IT Security Awareness Training on an annual basis.

(End of clause)

## LC52.239-2 Systems Development Life Cycle (Sept 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)

LC52.239-3 Alt I Assessment and Authorization - Alternate 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 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)

LC52.239-5 Systems Hosted by External Hosting Providers (Sept 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)

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 con-

tractor, 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.
5. 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.
6. **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.
7. 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.
8. **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.
9. **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)

**Section I - Contract Clauses**

Clause	Title	Fill-ins
52.202-1	Definitions (Jun 2020)	
52.203-3	Gratuities (Apr 1984)	
52.203-5	Covenant Against Contingent Fees (May 2014)	
52.203-7	Anti-Kickback Procedures (Jun 2020)	
52.204-7	System for Award Management (Jul 2013)	
52.204-13	System for Award Management Maintenance (Jul 2013)	
52.204-21	Basic Safeguarding of Covered Contractor Information Systems (June 2016)	
52.212-4	Contract Terms and Conditions--Commercial Items (May 2015)	
52.216-24	Limitation of Government Liability (Apr 1984)	
52.216-25	Contract Definitization (Oct 2010)	
52.227-14	Rights in Data-General (May 2014)	
52.227-19	Commercial Computer Software License (Dec 2007)	
52.232-25	Prompt Payment (Jul 2013)	
52.233-1	Disputes (May 2014)	
52.242-13	Bankruptcy (July 1995)	
52.243-3	Changes-Time-and-Material or Labor-Hours (Sept 2000)	
52.244-6	Subcontracts for Commercial Items (Aug 2020)	
52.245-1 Alt I	Government Property (Jan 2017) - Alternate I (Apr 2012)	
52.253-1	Computer Generated Forms (Jan 1991)	

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Mar 2020)**

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

(1) 52.203-19, 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 (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (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. 3805note)).

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

items:

[Contracting Officer check as appropriate.]

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 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 (Oct 2018) (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. (Oct 2015) (31 U.S.C. 6101note).
- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- (10) [Reserved].
- (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C.657a).
- (ii) Alternate I (Mar 2020) of 52.219-3.
- (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (ii) Alternate I (Mar 2020) of 52.219-4.
- (13) [Reserved]
- (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Mar 2020) (15 U.S.C.644).
- (ii) Alternate I (Mar 2020).
- (iii) Alternate II (Nov 2011).
- (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Mar 2020) (15 U.S.C. 644).
- (ii) Alternate I (Mar 2020) of 52.219-7.
- (iii) Alternate II (Mar 2004) 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 (Mar 2020) (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 (Mar 2020) of 52.219-9.
- (v) Alternate IV (Aug 2018) of 52.219-9
- (18) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C.637(a)(14)).
- (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f).
- (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Mar 2020) (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 (Mar 2020) (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 (Mar 2020) (15 U.S.C. 637(m)).
- (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)).
- (27) 52.222-3, Convict Labor (June 2003) (E.O.11755).
- (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126).
- (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (30) (i) 52.222-26, Equal Opportunity (Sept 2016) (E.O.11246).
- (ii) Alternate I (Feb 1999) of 52.222-26.
- (31) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (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 (Jul 2014) (29 U.S.C.793).
- (ii) Alternate I (July 2014) of 52.222-36.
- (33) 52.222-37, Employment Reports on Veterans (Feb 2016) (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 (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter78 and E.O. 13627).
- (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (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 (Dec 2007) (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 (Aug 2011) (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. 552 a).

\_\_ (ii) Alternate I (Jan 2017) of 52.224-3.

\_\_ (48) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (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 (May 2014) of 52.225-3.

\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_ (iv) Alternate III (May 2014) 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 (June 2008) (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) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C.4505, 10 U.S.C.2307(f)).

\_\_ (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C.4505, 10 U.S.C.2307(f)).

(57) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).

\_\_ (58) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).

\_\_ (59) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C.3332).

(60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_ (61) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

\_\_ (62) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

\_\_ (iii) Alternate II (Feb 2006) of 52.247-64.

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

[Contracting Officer check as appropriate.]

\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

\_\_ (2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_ (4) 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).

\_\_ (5) 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).

\_\_ (6) 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).

\_\_ (7) 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).

\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

\_\_ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

\_\_ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (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, and does not contain the clause at

## 52.215-2, Audit and Records-Negotiation.

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (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 (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

(viii) 52.222-26, Equal Opportunity (Sept 2015) (E.O.11246).

(ix) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C.4212).

(x) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C.793).

(xi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C.4212)

(xii) 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.

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

(xiv) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O 13627).

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

(xv) 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).

(xvi) 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).

(xvii) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

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

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

(xxi) 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).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of clause)

#### 52.216-18 Ordering (Oct 1995)

---

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from November 1, 2020 through October 31, 2025.

(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) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

#### 52.216-19 Order Limitations (Oct 1995)

---

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$5,000.00, 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 \$50,000,000.00;

(2) Any order for a combination of items in excess of \$50,000,000.00; 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 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-22 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 02/28/2026 [*insert date*].

(End of clause)

52.217-8 Option to Extend Services (Nov 1999)

---

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

(End of clause)

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

---

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days of expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5.5 years.

(End of clause)

52.239-1 Privacy or Security Safeguards (Aug 1996)

---

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

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

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

(End of clause)

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

---

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

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

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

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

(End of clause)

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

---

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

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

(End of clause)

LC52.216-2 Order Placement - Multiple Award Indefinite Delivery Indefinite Quantity (Feb 2016)

---

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 an exception applies. The contracting officer will issue a notice of opportunity and request for proposal describing the required goods or services and requesting information to support evaluation and selection of an order awardee. Unless otherwise notified at time of proposal request, contractors will have 5 business days to submit a proposal. The Library may award an order based on contract terms and prices, or conduct technical and/or price negotiations as necessary.

While the Library reserves the right to unilaterally issue orders for work identified in this contract, the Library may solicit proposals and issue orders bi-laterally, in which case the signature of the vendor and the contracting officer are necessary for full execution of each order. Unless discrete evaluation criteria are established at the order level, orders will be evaluated for the technical capability of the offeror to fulfill order requirements; past performance information on prior orders under this contract and recent relevant contracts available close to hand or contained in Past Performance Information Retrieval System (PPIRS) to assess the level of risk to successful performance; and price as stated in the contract submitted in response to a request for proposal.

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

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

(End of clause)

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

---

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

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

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

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

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

(End of clause)

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

---

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

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

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

(End of clause)

## I Additional Terms

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

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

### I.2. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CLAUSES (48 CFR CHAPTER 2)

NUMBER	DATE	TITLE
252.203-7000	SEP 2011	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS
252.203-7002	SEP 2013	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS.
252.203-7003	AUG 2019	AGENCY OFFICE OF THE INSPECTOR GENERAL
252.203-7005	NOV 2011	REPRESENTATIONS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS
252.204-7000	OCT 2016	DISCLOSURE OF INFORMATION
252.204-7002	APR 2020	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED
252.204-7003	APR 1992	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT.
252.204-7015	MAY 2016	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT
252.205-7000	DEC 1991	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS.
252.215-7007	JUN 2012	NOTICE OF INTENT TO RESOLICIT.
252.215-7008	JUL 2019	ONLY ONE OFFER
252.225.7000	NOV 2014	BUY AMERICAN – BALANCE OF PAYMENTS PROGRAM CERTIFICATE - BASIC
252.225-7001	DEC 2017	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM
252.225-7020	NOV 2014	TRADE AGREEMENTS CERTIFICATE
252.225-7021	SEP 2019	TRADE AGREEMENTS - BASIC
252.225-7012	DEC 2017	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
252.204-7003	APR 2002	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT. A NOTE SHOULD BE INCLUDED THAT THIS CLAUSE APPLIES WHEN THE CONTRACTOR HAS ACCESS TO OR WILL GENERATE UNCLASSIFIED INFORMATION THAT MAY BE SENSITIVE AND INAPPROPRIATE FOR RELEASE TO THE PUBLIC.
252.204-7002	APR 2012	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED. A NOTE SHOULD BE INCLUDED THAT THIS CLAUSE APPLIES WHEN THE PRICE

		FOR ITEMS NOT SEPARATELY PRICED IS INCLUDED IN THE PRICE OF ANOTHER SUBLINE ITEM OR CONTRACT LINE ITEM.
252.204-7004	FEB 2019	DOD ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS. A NOTE SHOULD BE INCLUDED THAT THIS CLAUSE APPLIES IF THE CONTRACTOR PERSONNEL REQUIRE ROUTINE PHYSICAL ACCESS TO A FEDERALLY-CONTROLLED FACILITY OR MILITARY INSTALLATION. (THIS MAY NOT BE NEEDED IF NONE OF THE VENDORS ARE GOING TO REQUIRE ROUTINE PHYSICAL ACCESS TO A FEDERALLY CONTROLLED FACILITY. IF IN DOUBT, PUT IT IN.)
252.225-7031	JUN 2005	SECONDARY ARAB BOYCOTT OF ISRAEL
252.225-7050	OCT 2015	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM.
252.226-7001	SEP 2004	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS
252.227-7015	FEB 2014	TECHNICAL DATA--COMMERCIAL ITEMS
252.227-7037	SEP 2016	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA
252.232-7003	JUN 2012	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS.
252.232-7006	MAY 2013	WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS.
252.232-7010	DEC 2006	LEVIES ON CONTRACT PAYMENTS.
252.232-7011	MAY 2013	PAYMENT IN SUPPORT OF EMERGENCIES AND CONTINGENCY OPERATIONS
252.237-7010	JUN 2013	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL.
252.243-7002	DEC 2012	REQUESTS FOR EQUITABLE ADJUSTMENT.
252.244-7000	JUN 2013	SUBCONTRACTS FOR COMMERCIAL ITEMS
252.247-7023	APR 2014	TRANSPORTATION OF SUPPLIES BY SEA

### I.3. APPLICABILITY OF 36 C.F.R. § 701.7 TO THIS CONTRACT AND ORDERS PLACED UNDER THIS CONTRACT

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

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

(a) Definitions.

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

(TOS), or similar legal instrument or agreement.

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

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

(i) Such term is unenforceable against the Library of Congress unless otherwise expressly authorized by Federal law and specifically authorized under applicable Library of Congress regulations and procedures;

(ii) Neither the Library of Congress nor its employees shall be deemed to have agreed to such term by virtue of the term appearing in any license agreement;

(iii) Such term is stricken from the license agreement; and

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

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

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

(4) If any provisions are invoked through an "I agree" click box or other comparable mechanism (e.g., "clickwrap" or "browse-wrap" agreements), such provisions do not bind the Library of Congress or any Library of Congress authorized end user to such provisions, unless agreed to on behalf of the Library of Congress by a person having the authority to contract referred to in § 701.4.

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

#### **Unauthorized Obligations**

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

#### **Liability**

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

#### **Representation**

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

#### **Governing Law**

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

#### **Venue**

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

**Dispute Resolution**

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

**Order of Precedence**

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

**Commercial Computer Software**

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

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

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

**Unauthorized Uses**

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

**Rights Under Copyright Law**

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

**Section J - List of Attachments**

Identifier	Title	Date	Number of Pages
1	Attachment A - Lot 1 Pricing.xlsx	09/28/2020	1
2	Attachment B - Lot 2 Pricing.xlsx	09/28/2020	1
3	Attachment C - Past Performance Questionnaire.docx	08/20/2020	2
4	Attachment D - SCA Wage Determination.pdf	09/10/2020	13

**Section K - Representations, Certifications and Other Statements of Offerors or Respondents****52.209-7 Information Regarding Responsibility Matters (Jul 2013)**

(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 database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

#### 52.212-3 Offeror Representations and Certifications--Commercial Items (Nov 2017)

---

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

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

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

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

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

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

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

(1) PSC 5510, Lumber and Related Basic Wood Materials;

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

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

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

"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" 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.

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--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) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--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, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.
_____
_____
_____

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements- Israeli Trade Act":

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

(4) \_\_\_ Have, \_\_\_ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____
_____	_____

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

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

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

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

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

(2)  Outside the United States.

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

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

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

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

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

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

- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

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

- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

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

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

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

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

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

\_\_ Other \_\_\_\_\_.

(5) *Common parent.*

\_\_ Offeror is not owned or controlled by a common parent;

\_\_ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

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

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

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

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

(i) It \_\_ is, \_\_ is not an inverted domestic corporation; and

(ii) It \_\_ is, \_\_ is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 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 <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(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 (52.212-1(k)).*

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

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

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

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

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

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

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

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

(End of provision)

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

52.216-29 Time-and-Materials/Labor-Hour Proposal Requirements-Non-Commercial Item Acquisition With Adequate Price Competition (Feb 2007)

---

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by--

(1) The offeror;

(2) Subcontractors; and/or

(3) Divisions, subsidiaries, or affiliates of the offeror under a common control;

(c) The offeror must establish fixed hourly rates using--

(1) Separate rates for each category of labor to be performed by each subcontractor and for each category of labor to be performed by the offeror, and for each category of labor to be transferred between divisions, subsidiaries, or affiliates of the offeror under a common control;

(2) Blended rates for each category of labor to be performed by the offeror, including labor transferred between divisions, subsidiaries, or affiliates of the offeror under a common control, and all subcontractors; or

(3) Any combination of separate and blended rates for each category of labor to be performed by the offeror, affiliates of the offeror under a common control, and subcontractors.

(End of provision)

**L.1. SUBMISSION INSTRUCTIONS**

Offerors may submit a proposal for one or both IDIQ Lots.

All proposals shall be submitted as electronic files to the Contracting Officer, Timothy Ott at tott@loc.gov, and fedlinkcontracts@loc.gov no later than the response date specified in the solicitation. The subject line must include the solicitation number, RFP # LCFDL20R0083.

Offerors must comply with the formatting, content, and submission instructions. If the proposal does not comply with the instructions, the offeror may be deemed non-responsive by the Contracting Officer and ineligible for award.

Proprietary information shall be identified as such.

Facsimile or hand carried proposals will not be considered or accepted for this solicitation.

**L.2. CLARIFICATION QUESTIONS**

Questions related to this solicitation must be submitted in writing to the point(s) of contact listed above, no later than ten (10) calendar days prior to the close of the solicitation. The subject line shall state the RFP number: LCFDL20R0083. Answers to questions of a substantive nature will be provided to all offerors. The Library reserves the right to not answer questions and will not guarantee responses to questions submitted after this date.

**L.3. PROPOSAL FORMAT****L.3.1. Organization and Arrangement**

Proposals shall be organized in the following parts:

**Part I – Technical Proposal**

- (a) **Technical Capability:** IDIQ – Lot 1 and/or Lot 2
- (b) **Management Approach:** IDIQ – Lot 1 and/or Lot 2
- (c) **Corporate Experience:** IDIQ – Lot 1 and/or Lot 2
- (d) **Past Performance:** Questionnaires (Attachment C) submitted by clients

**Part II – Pricing Proposal – Attachments A and B**

Excel spreadsheets for each Lot proposed: Lot 1 and Lot 2.

**Part III – Contract Data, Forms, Subcontracting, Exceptions**

Include the following for Part III:

- Introductory narrative
- Contractor responsibility information (DUNS; SAM registration)
- Signed SF-1449 form and other required fill-ins
- Subcontracting/Partner arrangement agreement, if applicable
- Exceptions to solicitation requirements, terms, and conditions

**L.3.2. Electronic File Naming Conventions**

Separate electronic files shall be provided for each proposal part, as listed below. Electronic files must adhere to the following naming conventions.

Solicitation Section	Part I. Technical Proposal	File Name	Contents
L.4.1.1.	Technical Capability	I-Technical_Capability	Cover Letter Introductory Narrative Understanding of Requirements Personnel Quality Control Plan
Technical Capability - Personnel	I-Resumes	Resumes	
L.4.1.2.	Management Approach	I-Management	Management Structure Communications Subcontractors/Partners [If applic-

			able]
L.4.1.3.	Corporate Experience	I-Corporate_Experience	Introductory Narrative Description of experience performing services described in Section C of this solicitation for the IDIQ
L.4.1.4.	Past Performance	I-Past_Performance	References for clients referenced in section L.4.1.3.
<b>Solicitation Section</b>	<b>Part II. Price Proposal</b>	<b>File Name</b>	<b>Submission Content</b>
L.5.1.	Price Proposal	II-Price_Proposal	Attachment A - Lot 1 IDIQ Attachment B - Lot 2 IDIQ
<b>Solicitation Section</b>	<b>Part III. Contract Data</b>	<b>File Name</b>	<b>Submission Content</b>
L.3.1. 3.	Contract Data, Forms, and Exceptions	III-Contract_Data	Introductory Narrative Contractor Responsibility Information (DUNS; SAM registration; Socio-economic status, etc.), Signed and completed forms.
III-Subcontracting	Subcontracting and/or Partner Arrangement Agreement [If applicable]		
III-Exceptions	Exceptions to any solicitation requirements or terms and conditions [if applicable]		

**L.3.3. Formatting**

The proposal shall be formatted as follows:

1. With the exception of Attachments A and B, the proposal shall be in MS Word-compatible format or portable document format (PDF).
2. Attachments A and B (Price Proposals) shall be in MS Excel-compatible spreadsheet format.
3. Use either Times New Roman or Arial (or equivalent) typeface, with font size 10 to 12 pt. A limited amount of smaller text size and/or font may be used within graphics or charts, but must be legible. No active hyperlinks to external reference information shall be included in any section of the proposal.
4. Each part must be paginated throughout the part. Page numbers must be visible on the electronic documents.
5. Include a title page for each Part.
6. Include the RFP number on the title page: LCFDL20R0083
7. Each Part shall be submitted in separate electronic files. See file naming instructions, above.

**L.4. CONTENT OF PROPOSALS**

**L.4.1. Part I – TECHNICAL PROPOSAL**

Offerors must submit a technical proposal for each of the Lots and Task Areas identified in section C of this solicitation. In order to be considered for an IDIQ award, an offeror must propose on at least one entire Task Area within either Lot 1 or Lot 2. Offerors may propose services in one or both Lots and in one or more Task Areas within Lots. An offeror need not propose on all Task Areas, but proposals must respond to Task Areas in their entirety in order to be considered for award. Offerors must provide sufficient information regarding the offeror’s expertise, capabilities, and experience to demonstrate ability to fulfill all the requirements and specifications for the offered Lots and services. The technical response includes the following sections:

- Technical Capability
- Management Approach
- Corporate Experience
- Past Performance

If applicable, clearly identify and describe subcontractor information for each section.

Proprietary information shall be clearly marked.

The Technical Proposal shall not contain price or cost information.

**L.4.1.1. Technical Capability** – This proposal section is limited to 20 pages.

**(a) Understanding of Requirements.** The proposal shall demonstrate a thorough understanding of the requirements of this solicitation relating to the IDIQ. The offeror's proposal may be determined to be unacceptable if offeror simply restates the Statement of Work.

1. The offeror shall provide a narrative describing the offeror's capabilities and approach to accomplishing the requirements in the Statement of Work relating to the IDIQ.

**(b) Personnel.** All proposed personnel shall have relevant education and experience fulfil the requirements stated in the solicitation. Offerors may propose exceptional expertise or unique experience in lieu of the number of years of experience or formal education.

1. **Management Personnel.** Personnel shall have relevant education, recent and relevant experience, and overall skill mix to successfully manage the contract and multiple task orders simultaneously. Identify in the organization chart those individuals responsible for the following:

- Contract and task order management and communications with FEDLINK
- Personnel recruiting, retention, and replacement
- Quality control

**(c) Quality Control Plan.** The offeror shall provide a narrative on how the offeror will ensure quality for work performed under the IDIQ. The proposal shall demonstrate a logical and achievable quality control plan that describes approach and procedures for the following:

1. Monitoring work and ensuring quality standards
2. Identifying potential problems and resolving them when they occur
3. Managing quality control when completing multiple task orders in multiple locations simultaneously
4. Ensuring quality performance when meeting urgent requirements

**L.4.1.2. Management Approach**

The offeror shall demonstrate it has the resources to provide the services required under this solicitation. This proposal section is limited to 15 pages

**(a) Management Structure.** Describe the offeror's management structure for this contract. The proposal shall provide the offeror's approach to recruit and retain staff, provide reach-back capability to accommodate surge in work requirements, and fill vacant positions. Include an organization chart.

**(b) Communications.** The offeror must provide a communications plan, detailing how offeror will communicate with the COR (including the CORs for individual task orders) and Contracting Officer to ensure the Government receives the services required under this solicitation.

**(c) Subcontractors/Partners.** If applicable, disclose and describe all contractor subcontractor or partner arrangements, to include task workload allocation between prime and partners/subcontractors. Describe offeror's approach to provide corporate resources necessary to ensure and maintain prime and partner/subcontractor performance quality levels, training, risk management, and a transition plan in-and-out of services.

**L.4.1.3. Corporate Experience**

The offeror shall provide a narrative description of its corporate experience not to exceed 15 pages. This narrative must include the following:

**(a) Description of experience performing services described in Section C of this solicitation.** The offeror must provide information for at least 3, but not more than 5 for Lot 1 efforts, and at least 3 but not more than 5 for Lot 2 efforts. The offeror must provide the following information for each effort described:

1. The specific types of services provided and their relevance to requirements in this solicitation.
2. The offeror's experience and capabilities providing the services, including employees and resources available to enable it to fulfill requirements. The information provided must be clear as to whether the work was performed as the prime or subcontractor. Include date(s) of performance.
3. If applicable, describe offeror's overall management control of any subcontractor(s) for the contracts, and how this relationship provided quality service to the customer.

4. Provide a narrative explaining offeror's approach to overcoming challenges that may have been encountered while providing services required in the contracts; explain how offeror resolved any problems encountered during the performance of services under the contracts.

#### **L.4.1.4. Past Performance**

(a) For each client referenced in the Corporate Experience section, L.4.1.3. above, the offeror shall provide the contact information below.

1. Client institution name
2. Name and title of client contact person
3. Telephone number of contact person
4. Email address of contact person
5. Contract number
6. Dollar value of contract
7. Time period of contract
8. Description of the services provided, and.

(b) **Past Performance Questionnaires.** Offerors shall request that the contact person at the institutions identified above complete and submit the past performance questionnaire found in Attachment C of this solicitation directly to the Contracting Officer, Timothy Ott at [tott@loc.gov](mailto:tott@loc.gov), and [fedlinkcontracts@loc.gov](mailto:fedlinkcontracts@loc.gov). Questionnaires must be **received** no later than the response date specified in the solicitation.

#### **L.5.1. Part I – Pricing Proposal**

**L.5.1.1. Pricing.** Provide prices for the contract line item numbers (CLINs) in the price tables in the individual worksheets contained in Attachments A and B.

##### **(a) For Lot 1 – On-site Library Support Services: Attachment A.**

The offeror shall provide fully burdened rates for all categories being offered for each year during the five-year period of performance. Offerors must support their proposed prices by filling in the information required in each column of Attachment A. Any supplemental labor categories that are proposed beyond the required list should be justified with a brief example of when and why the supplemental labor category would support the offeror's technical proposal. Offerors may provide rates for higher levels corresponding to more advanced qualifications, for example, Librarian I, Librarian II, Librarian III.

##### **(b) For Lot 2 – Off-site Technical Services: Attachment B.**

The offeror shall provide unit pricing or price ranges for services offered under the category of off-site technical services for each year during the five-year period of performance. The offeror shall provide unit commercial pricing and FEDLINK pricing for the items in Attachment B. Recognizing that the list of services is not exhaustive, the offeror may add supplemental items to the worksheet, or provide its own price sheet, as long as it shows the commercial and FEDLINK unit pricing.

**L.5.1.2. System For Award Management (SAM).** The offeror must be registered in the System For Award Management. The web address for SAM is <https://www.sam.gov/SAM/>.

**L.5.1.3. Discounts.** The contractor may provide additional discounts on their Open Market pricing at the contractor's discretion for this IDIQ or any Task Orders.

#### **L.6. INCURRING COSTS**

The Government is not responsible or liable in any manner for risks, costs, or expenses incurred by the offeror in the preparation of its response to this solicitation, including any travel expenses.

#### **L.7. PERIOD FOR ACCEPTANCE OF OFFERS**

The offeror agrees, if his offer is accepted within ninety (90) calendar days from the date specified in the solicitation for receipt of proposals, to furnish any or all items upon which prices are offered.

*(End of clause)*

#### **Section M - Evaluation Factors for Award**

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

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

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

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

A "trade-off" analysis approach will be conducted through an integrated assessment among price and non-price factors. Non-price factors, when combined, are significantly more important than price.

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

- Factor 1 – Technical Capability
- Factor 2 – Management Approach
- Factor 3 – Corporate Experience
- Factor 4 – Past Performance
- Factor 5 – Price

### M.1.1. Factor 1 – Technical Capability

The Government will evaluate the extent to which an offeror's proposal demonstrates the following, for the IDIQ:

- (a) Understanding of services to be provided; the extent to which offeror can provide the supplies and services described in the Statement of Work
- (b) Qualified personnel are proposed to manage the contract and provide quality control
- (c) Proposed quality control provides a high level of confidence that the offeror can effectively complete the work.

### M.1.2. Factor 2 – Management Approach

The Government will evaluate the extent to which the offeror's proposed management approach provides a high level of confidence that the offeror can hire, retain and manage qualified staff, ensure consistent high quality services, successfully manage subcontracts and relationships to successfully meet the requirements of this solicitation and communicate effectively with government personnel.

### M.1.3. Factor 3 – Corporate Experience

Corporate experience will be evaluated for the likelihood of successful contract performance as demonstrated by offeror's experience providing the services for contracts of similar scope to the solicitation requirements.

### M.1.4. Factor 4 – Past Performance

The Government will evaluate the past performance questionnaires submitted in accordance with Section L of the solicitation to assess the level of risk of the offeror's ability to successfully perform the contract. The Government will also review records contained in the Contractor Performance Assessment Reporting System (CPARS) to assess the likelihood that offeror can successfully perform the required work, and any other relevant sources of past performance information.

(a) **Relevance.** Past performance on contracts that are more technically relevant to the customer's performance requirements, and similar in scope will receive greater consideration than performance on contracts that are less similar. Similarity will be assessed based on the volume and type of materials cataloged and deliverables provided.

(b) **Successful Past Performance.** The customer will evaluate past performance as reported on questionnaires received for the following:

1. Technical Performance
2. Project Approach and Contract Management Evaluation
3. Contract Compliance
  - Cost Control
  - Timeliness
  - Business Relations

#### 4. Overall Evaluation

The Government may also obtain additional information on past performance from other sources such as Government past performance databases and Inspector General reports and Government Accountability Office reports. FEDLINK reserves the right to consider any source of past performance information, including prior performance on FEDLINK contracts and orders.

FEDLINK reserves the right to contact and use the information provided by the references and any other sources. The offeror will be evaluated neither favorably nor unfavorably on past performance if no relevant information on past performance is provided by the offeror or obtained by FEDLINK.

##### **M.1.5. Factor 5 – Price**

Price Proposals will be evaluated pursuant to FAR 15.404-1.

**IDIQ Price Proposal Evaluation.** The Price Proposal(s) will be evaluated for accuracy, completeness, and reasonableness. The Government will review all proposals to determine if pricing reflects a clear understanding of the requirements, and is consistent with the offeror's technical proposal.

**1. Lot 1 – On-site Library Support Services.** Proposed labor rates shall be evaluated to determine whether the fully burdened rates proposed at the IDIQ level constitute reasonable hourly rates.

**2. Lot 2 – Off-site Technical Services.** Proposed pricing will be evaluated for accuracy, completeness, and reasonableness.

The Government may also conduct a price realism analysis. An offeror will not be considered for award if its proposal is found to be priced unrealistically low, which indicates that the offeror fails to understand the requirements and as such presents a risk to the successful performance of the contract.

*(End of clause)*