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SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		5.00	YR		
	CLIN 0001: Secured Media Destruction and Disposal Contract Period: Base POP Begin: 08-12-2023 POP End: 06-29-2028				
				GRAND TOTAL	

B.2 LC52.216-3 CONTRACT TYPE (JUN 2016)

This is single award IDIQ contract with firm fixed price (FFP) orders, the cumulative value of which will not exceed the maximum defined in the contracts.

(End of Clause)

B.3 SUPPLIES OR SERVICES AND PRICES

B.3.1 Minimum/Maximum

Contract minimum: \$5,000.00

Contract maximum: \$249,000.00

B.3.2 Itemized Pricing

The contract consists of a five-year ordering period. Orders shall be placed for defined requirements that are fulfilled utilizing the product categories listed below. In the event that a task order period of performance crosses an ordering period, the order prices should adhere to the unit price that is current at the time the order is placed. No blended rates will be incorporated in orders.

	Year 1 Ordering Period 8/13/2023 -	Year 2 Ordering Period 6/30/2024 -	Year 3 Ordering Period 6/30/2025 -	Year 4 Ordering Period 6/30/2026 -	Year 5 Ordering Period 6/30/2027 -

	6/29/2024	6/29/2025	6/29/2026	6/29/2027	6/29/2028
Price per pound of media to be destroyed according to Section C.					

Unit prices are inclusive of all offeror's direct cost (including shipping, labor, freight, packaging, insurance, handling, and transportation costs), indirect cost, other direct cost (ODC), and profit.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 DESCRIPTION / SPECIFICATIONS / STATEMENT OF WORK

C.1. OVERVIEW / BACKGROUND. The Library of Congress (Library) requires contract support to dispose of a wide variety of moving image and audiovisual material from the collection when decay, format obsolescence, or excessive copies make retaining them impractical or even detrimental to the rest of the collection. The Moving Image Section would like this material collected and disposed of in a secure and environmentally responsible manner by a contractor licensed for bonded destruction. Environmentally responsible disposal means the contractor complies with all Federal, State, and Local government regulations.

The Moving Image Section seeks recycling and environmentally responsible bonded disposal of media housing and support structures, as well, including metal and plastic film reels, metal and plastic motion picture film cans, plastic film cores, and videotape cassette and DVD cases. The moving image media will include a wide range of formats, including acetate and or polyester-based motion picture film (both black-and-white and color); magnetic videotape, magnetic soundtracks on acetate or polyester-based film stock, and media on optical disc formats, such as DVDs. In addition, digital videotape and digital media, will be included. Number of pickups per year and weight of each load will vary, but the Library will work with the Contractor to ensure pickups are convenient (full truck loads, early notice of weight, etc.).

C.2. SCOPE. The Contractor shall provide secure bonded destruction, recycling and/or refurbishment of moving image media that has been deaccessioned or otherwise not selected for retention in the Moving Image Collections of the Library. Nitrate film will NOT be included in this contract.

C.3. REQUIREMENTS

C.3.1. Destruction and Bonded Disposal

- The Contractor shall destroy collection materials in a manner that protects the privacy of the Library of Congress and its collection donors. The Contractor shall not resell the collection material for profit after being deaccessioned or non-selected from the Library of Congress's collection.
- The Contractor shall provide bonded destruction, including recycling and refurbishment of component materials (such as plastics, silver, etc.) where possible. The Contractor shall provide this service for all moving image and sound recording formats, including:
 - Acetate and polyester-based motion picture film and microfilm of all gauges, from 8mm to 35mm;
 - Magnetic videotape in a wide range of cassette and open-reel formats (including 2" videotape);

- Magnetic soundtracks on acetate or polyester-based film stock;
- Media on optical disc formats, such as CDs and DVDs;
- Digital videotape;
- Digital media, such as hard drives, including Digital Cinema Packages, flash drives and solid state drives – content on these items will be removed prior to sending for disposal;
- Microfiche.

The Library may request bonded disposal of additional unlisted formats, in an email to the contractor. These will be included in a pickup only if the Contractor approves.

- The Contractor shall provide environmentally responsible disposal of media housing and support structures, including (but not limited to) metal and plastic film reels, metal and plastic motion picture film cans, plastic film cores, and videotape cassette and DVD cases.
- The Contractor shall provide written declaration of bonded destruction within 60 days following each pickup.
- The Contractor shall send truck(s) to the Library of Congress facility specified in each order. The Contractor shall provide Bill of Lading and/or any other documentation needed for pickup.
- The Contractor shall accommodate the number of pallets with multiple trucks, as needed. Library of Congress staff will load pallets into truck in a single stack. Library employees may not double-stack pallets.

C.3.2. Pick-up Locations and Instructions.

- The Contractor shall pickup moving image media items for destruction, recycling and/or refurbishment at a Library of Congress facility. Main pickup location is the Packard Campus in Culpeper, VA (19053 Mt. Pony Rd., Culpeper, VA); but other Library facilities may require occasional pickups. These locations include: Library of Congress Cabin Branch Annex, Hyattsville, MD; Ft. Meade Facility, Ft. Meade, MD; Madison Building, Washington, DC. Additional pickup locations may be required and will be coordinated with Contractor.
- Any additional instructions related to the non-Packard Campus locations will be provided by the COR prior to pick-up (additional security procedures are in place for Washington, D.C., for example).
- The Contractor shall transport materials to off-site facility (facilities) for secure bonded disposal/recycling/refurbishment.

C.3.3. Compliance with Waste Laws and Regulations

- The Contractor shall comply with all Federal, State, and local laws, ordinances, and regulations pertaining to the collection, transportation, recycling, and disposal of wastes. The Contractor shall pay all applicable

federal, state, and local taxes, and shall comply with all local laws, ordinances, and regulations and shall obtain and pay for all permits and licenses, at no additional expense to the Library. The Contractor shall follow industry standard best practices.

- Any increases that may be imposed by the County or Municipality of disposal site after contract award will be paid by the Contractor. The Contractor shall specify the disposal facility or facilities to be used during the term of the contract. The Contractor shall receive approval from the COR, in advance, of any changes in the disposal facility or facilities location.

C.3.4. **Damage to Library Property.** In the course of surveying, picking-up, loading, delivering, or otherwise transferring moving image media from the Library facility to the place of disposal, the contractor shall be responsible for the cost to repair or replace damaged Library property (building, equipment communication cables, sign, sign posts, utilities, etc.) caused by the Contractor.

C.3.5. **Licenses and Bonds.** The Contractor shall maintain all licenses and insurance required for the transportation of waste relating to this contract.

C.3.6. **Safety**

- The Contractor or subcontractor shall provide Certificate of Liability Insurance for staff entering Packard Campus facility, if requested.
- Contractor Truck Requirements: Trucks making pickups from the loading docks shall be single tractor trailers at a maximum of 53 feet. Loading docks do not have lift gates. Loading docks measure approximately 4 feet in height.

C.3.7. **Security.** The contractor shall adhere to all Library of Congress and Packard Campus physical security protocols and procedures. These requirements may change during the course of the contract and it is the responsibility of the contractor to stay in compliance with current regulations. The most current procedures for accessing the Packard Campus loading dock are as follows:

- Trucks shall arrive no earlier than 8:30 a.m. and no later than 3:00 p.m.
- Contractor staff members entering the building shall show credentials and sign in at the Security desk.
- The Contractor and subcontractor pickup vehicles shall have clearly identified company signage. Driver and all onsite staff shall wear distinguishable company uniform and/or company ID. The contractor's staff shall not travel beyond the dock area or assigned disposal material storage location.

C.4. **SCHEDULE OF EVENTS/DELIVERABLES**

Paragraph reference	Description of Event	Schedule
C.3.1	Bonded disposal pickup	Estimated 1-2 pickups annually. May be as many as 4 pickups per year. Pickup must be scheduled within 10 calendar days of contractor receiving signed order.
C.3.2	Certificate/written declaration of completion of bonded destruction	No later than 60 calendar days following pickup.

5. KEY PERSONNEL. The Contractor shall provide a project manager who shall be responsible for the performance of the work. The name of this person and an alternate project manager who shall act for the contractor when the project manager is absent shall be designated in writing to the contracting officer. The project manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The project manager or alternate must be reachable by telephone on pickup days, but otherwise most communication may occur via email.

6. SUBCONTRACTS. The Contractor shall identify any proposed subcontractors. The Contractor shall ensure that subcontractors follow and meet contract requirements.

SECTION D - PACKAGING AND MARKING

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

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

(End of Clause)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LC52.215-5 PLACE AND PERIOD OF PERFORMANCE (JAN 2019)

F.1.1. PLACE OF PERFORMANCE

The work to be performed under the contract shall involve a pickup at a Library of Congress facility. Main pickup location is the Packard Campus in Culpeper, VA (19053 Mt. Pony Rd., Culpeper, VA); but other Library facilities may require occasional pickups. These locations include: Library of Congress Cabin Branch Annex, Hyattsville, MD; Ft. Meade Facility, Ft. Meade, MD; Madison Building, Washington, DC. Additional pickup locations may be required and will be coordinated with contractor. Any additional instructions related to the non-Packard Campus locations will be provided by the COR prior to pick-up (additional security procedures are in place for Washington, D.C., for example). The contractor shall transport materials to off-site facility (facilities) for bonded disposal/recycling/refurbishment.

F.1.2 PERIOD OF PERFORMANCE

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

F.1.3. HOURS OF OPERATION

The contractor is responsible for determining its hours of operation in fulfilling the requirements of this contract. The Library's standard operating hours are from 8:30 AM through 5:00 PM, Monday through Friday, excluding federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government-directed facility closings. The contractor shall coordinate with the COR for any work to be conducted at Library facilities.

F.1.4 ACCESS TO LIBRARY FACILITIES

Due to the COVID-19 pandemic, access to the Library's facilities is being restricted for the health and safety of all parties.

On-site work under this contract shall not begin until the Contractor receives a notification from the COR or Contracting Officer to proceed with authorization to access Library facilities. Once the notification is obtained and access to Library facilities is granted, the parties agree to adjust the start and completion date of the contract if necessary to align with the notification to proceed date. The adjusted period of performance shall not exceed the number of days in total of the initial performance period as documented in Section B of this award. Any changes to the contract schedule or other terms must be in writing by a contracting officer.

The Contractor shall be expected to comply with all of the Library's COVID-19 pandemic health guidance and protocol.

The Library's up to date information can be found at:

<https://www.loc.gov/about/pandemic-information/for-contractors/>

<https://www.loc.gov/about/pandemic-information/for-public/>

(End of Clause)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 LC52.201-2 ORDERING OFFICERS (OCT 2013)

(a) Contracting officer's ordering representatives, "Ordering Officers," specifically designated for this contract are authorized to place orders expressly within the terms and conditions of this contract and not exceeding the simplified acquisition threshold.

(b) Specifically, Ordering Officers may not:

- (1) Make any changes to the terms or conditions of the contract or agreement;
- (2) Order or accept supplies or services not expressly within the scope of the contract or agreement;
- (3) Issue instructions to the contractor to perform work that is outside the scope of the contract or agreement;
- (4) Split purchases to avoid single purchase limits specified in the ordering officer's designation letter; or
- (5) Further delegate Ordering Officer authority.

(c) The Library is not obligated to pay for orders for products or services not included within the scope of this contract and clause.

(d) The following Library employees are designated as the contracting officer's ordering officers under this contract:

Name	Title	Contact Information
To be provided at time of award	To be provided at time of award	To be provided at time of award

(End of Clause)

G.2 LC52.201-3 CONTRACT ADMINISTRATION (AUG 2015)

This contract will be administered by:

Library Contracting Officer: James Robinson

Address: Contracts & Grants Directorate

Library of Congress

Washington, DC 20540-9411

Phone: (202) 707-9053

Email: jarobinson@loc.gov

Library Contract Specialist: Monica Montague

Address: Contracts & Grants Directorate

Library of Congress

Washington, DC 20540-9411

Phone: (202) 707-9173

Email: momo@loc.gov

Library Contracting Officer Representative: To be provided at contract award

Address: To be provided at contract award

Phone: To be provided at contract award

Email: To be provided at contract award

Contractor Contract Administrator: To be provided at contract award

Address: To be provided at contract award

Phone: To be provided at contract award

Email: To be provided at contract award

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

The Contractor must prepare and submit invoices electronically to: <https://www.ipp.gov>. The Contractor may submit payment requests using other than electronic means only when alternate procedures are authorized by the contracting

officer in writing. Assistance is available via the IPP Help Desk via email at: ippgroup@bos.frb.org or by commercial telephone at (866) 973-3131. Invoices shall contain the information required in FAR 52.212-4, paragraph (g).

(End of Clause)

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

The contractor must submit invoices for payment upon declaration of destruction in accordance with Section C pursuant to the standards and acceptance criteria defined in this contract. The contractor may invoice for each Contract Line Item (CLIN) stated in Section B of the orders under this contract upon successful declaration of destruction and acceptance criteria of each item defined in this contract. Invoices may be filed separately based on differing destruction dates of individual items if the items are not destroyed at the same time at the same location.

(End of Clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

(End of Clause)

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

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

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

(End of Clause)

H.3 LC52.204-2 CONDUCT ON LIBRARY PREMISES (JUL 2021)

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

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

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

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

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

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

(End of Clause)

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

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

Work under this contract is unclassified. However, the Library of Congress has a contractor employee fitness program, which includes background investigations of contractor personnel who will have 1) regular, ongoing, unescorted access to the Library’s buildings, grounds, or collections, 2) access to Library information technology systems, and/or 3) access

to Library information not available to the public including information determined to be Controlled Unclassified Information (CUI) to ensure they meet basic standards of honesty and trustworthiness pursuant to Library regulations.

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

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

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

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

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

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

(End of Clause)

H.5 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
Project Manager	
Alternate Project Manager	

(End of Clause)

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV 2021
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-25	PROMPT PAYMENT	JAN 2017
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	NOV 2021
52.233-1	DISPUTES	MAY 2014
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.243-1	CHANGES—FIXED PRICE ALTERNATE I (APR 1984)	AUG 2018
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2022)

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

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

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

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

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

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

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

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

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

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

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

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

☐ (5) [Reserved]

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

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

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

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

☐ (10) [Reserved]

☐ (11) 52.219–3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

☐ (12) 52.219–4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (13) [Reserved]

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

- ☐ (ii) Alternate I (MAR 2020) of 52.219-6.
- ☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
- ☐ (ii) Alternate I (MAR 2020) of 52.219-7.
- ☐ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (NOV 2016) of 52.219-9.
- ☐ (iii) Alternate II (NOV 2016) of 52.219-9.
- ☐ (iv) Alternate III (JUN 2020) of 52.219-9.
- ☐ (v) Alternate IV (SEP 2021) of 52.219-9.
- ☐ (18)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- ☐ (ii) Alternate I (MAR 2020) of 52.219-13.
- ☐ (19) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).
- ☐ (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (OCT 2022) (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 (OCT 2022) (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 (OCT 2022) (15 U.S.C. 637(m)).
- ☐ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- ☐ (26) I(26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- ☒ (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (28) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2022) (E.O. 13126).
- ☒ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ☐ (ii) Alternate I (FEB 1999) of 52.222-26.
- ☒ (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

- ☐ (ii) Alternate I (JULY 2014) of 52.222-35.
- ☒ (32)(i) 52.222–36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- ☐ (ii) Alternate I (JULY 2014) of 52.222-36.
- ☒ (33) 52.222–37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- ☐ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- ☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- ☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- ☐ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (OCT 2015) of 52.223-13.
- ☐ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-14.
- ☐ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).
- ☐ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-16.
- ☒ (44) 52.223–18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- ☐ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- ☐ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- ☐ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

- ☐ (ii) Alternate I (JAN 2017) of 52.224-3.
- ☐ (48)(i) 52.225-1, Buy American—Supplies (OCT 2022) (41 U.S.C. chapter 83).
- ☐ (ii) Alternate I (OCT 2022) of 52.225-1.
- ☐ (49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (OCT 2022) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (JAN 2021) of 52.225-3.
- ☐ (iii) Alternate II (JAN 2021) of 52.225-3.
- ☐ (iv) Alternate III (JAN 2021) of 52.225-3.
- ☐ (v) Alternate IV (OCT 2022) of 52.225-3.
- ☐ (50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).
- ☐ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☒ (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).
- ☐ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- ☐ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- ☐ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period

specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

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

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

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

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

(v) 52.219–8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).

(viii) 52.222–35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222–36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222–37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(xiii)(A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

(xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).

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

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

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

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

(xx) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226–6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of Clause)

I.3 LC52.216-1 ORDER PLACEMENT – SINGLE AWARD INDEFINITE DELIVERY, INDEFINITE QUANTITY (FEB 2016)

Orders will be issued by the contracting officer via e-mail. While the Library reserves the right to unilaterally issue orders for work identified in this contract, the Library will generally solicit proposals and issue orders bi-laterally, in which case the signature of the contractor and the contracting officer are necessary for full execution of each order. 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 Provision)

I.4 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 08/13/2023 through 06/29/2028.

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

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

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

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

(3) If sent electronically, the Government either—

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

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

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

(End of Clause)

I.5 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 \$2,500.00, 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 \$249,000.00;

(2) Any order for a combination of items in excess of \$249,000.00; 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 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I.6 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 12/29/2028.

(End of Clause)

I.7 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 anytime during the performance of the contract.

(End of Clause)

I.8 LC52.204-6 SPEECH OR DEBATE CLAUSE PRIVILEGE NOTICE AND PROTECTION AGAINST DISCLOSURE (SEP 2017)

Information provided to the contractor under this contract may include information, documents, legislation, and correspondence protected absolutely from compelled disclosure under the U.S. Constitution's Speech or Debate Clause, U.S. Const. Art. I, cl. 1. The contractor shall notify the contracting officer of any request of any third party, private party, governmental agency, or regulatory agency (including but not limited to subpoenas, warrants, or court orders) for disclosure of information within five business days upon receipt of the request (providing such notice is not prohibited by applicable law.) The contractor shall notify the requestor that the requested information may be absolutely protected from compelled disclosure by the U.S. Constitution's Speech or Debate Clause, U.S. Const. Art. I, cl. 1, and that the issuer must immediately contact the contracting officer.

(End of Clause)

I.9 LC52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (DEV) (FEB 2016)

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

- (1) The Library will apply FAR 52.243-1 (Changes – Fixed Price) to any changes under this contract instead of section (c).
- (2) The reference in section (d) to the Disputes clause at FAR 52.233-1 refers to the clause as modified by the Library.
- (3) The references in section (g)(2) and (i)(2) to the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 C.F.R. part 1315 refer instead to the Prompt Payment clause at FAR 52.232-25 as modified by the Library.

(End of Clause)

I.10 LC52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (DEV) (MAY 2015)

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

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

(End of Clause)

I.11 LC52.228-70 INSURANCE REQUIREMENTS - WORK ON LIBRARY PREMISES (DEC 2014)

(a) The Contractor shall acquire and maintain during the entire performance period of this contract insurance of at least the following kinds and minimum amounts and other insurance as required by the Contracting Officer.

Type of Insurance	Minimum Amount
Workmen's Compensation and all occupational disease	As required by State and local Law
Employee's Liability Insurance and all occupational disease when not covered by Workmen's Compensation above, per accident	\$100,000
General Liability Insurance (Comprehensive)	\$500,000
Bodily Injury, per occurrence	\$50,000
Property Damage, per occurrence	\$50,000

(b) Each liability policy shall include the following provision: "It is a condition of this policy that the Insurance Company shall furnish written notice to the Library of Congress in care of the Contracting Officer, thirty (30) days in advance of any material change or cancellation of this policy."

(End of Clause)

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

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

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

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

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

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

(End of Clause)

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

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

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

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

(End of Clause)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS**

Identifier	Title	Date	Number of Pages
1	Attachment J1 - Sample Task Order Evaluation Pricing Schedule	02/15/2023	1

See attached document: Attachment J1 - Sample Task Order Evaluation Pricing Schedule.

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2022)

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

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

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR 127, and the concern is identified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

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

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

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

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

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

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

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

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

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

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

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

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

Sensitive technology—

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

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

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

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

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

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

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

Small business concern—

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

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

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

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

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

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

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

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

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

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

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

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

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

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

- (1) *Small business concern*. The offeror represents as part of its offer that—

(i) It ☐ is, ☐ is not a small business concern; or

(ii) It ☐ is, ☐ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). *[The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]*

(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—

(i) It ☐ is, ☐ is not a service-disabled veteran-owned small business concern; or

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). *[The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]* Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(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 joint venture 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 it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). *[The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]*

(7) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127.506(a) through (c). *[The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]*

Note to Paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (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, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

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

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

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

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

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

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

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

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

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

(1)(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms “commercially available off-the-shelf (COTS) item,” “critical 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	Exceeds 55% domestic content (yes/no)

[List as necessary]

(3) Domestic end products containing a critical component: Line Item No. _____

[List as necessary]

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

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

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

(B) The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “critical 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. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

Other Foreign End Products:

Line item No.	Country of origin	Exceeds 55% domestic content (yes/no)

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105). Line Item No. _____

[List as necessary]

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

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

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

Canadian End Products:

Line item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line item No.	Country of origin

[List as necessary]

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

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

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

Line item No.	Country of origin

[List as necessary]

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

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

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

Other End Products:

Line item No.	Country of origin

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*(1) *Listed end products.*

Listed end product	Listed countries of origin

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) *Type of organization*.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

[] Other _____.

(5) *Common parent.*

[] Offeror is not owned or controlled by a common parent;

[] Name and TIN of common parent:

Name _____.

TIN _____.

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

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

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

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

(i) It [] is, [] is not an inverted domestic corporation; and

(ii) It [] is, [] is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

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

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

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

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name: ____.

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

(s) [Reserved]

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

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

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

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

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

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

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

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

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

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

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

(2) The Offeror represents that—

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

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

(End of Provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG 2020

L.1 LC52.215-3 PROPOSAL SUBMISSION INSTRUCTIONS - LOW PRICE TECHNICALLY ACCEPTABLE (JUL 2016)

L.1.1 Award Type

The Library anticipates the single award of an Indefinite Delivery/Indefinite Quantity (IDIQ) contract.

L.1.2 General Instructions to Offerors

This section discusses general submission instructions, offer requirements, and information regarding the formatting of offers. This is a FAR Part 13 competition.

L.1.3 Clarifications and Questions

To be considered, all questions pertaining to this solicitation must be submitted in writing to the Contract Specialist Monica Montague at momo@loc.gov with a cc: to the Contracting Officer James Robinson at jarobinson@loc.gov no later than 12:00pm Eastern Standard Time (EST), Friday, March 10, 2023. Questions received after this time may not be answered. Answers to questions will be posted to sam.gov.

L.1.4 Email Submission Instructions

(a) All proposals shall be submitted electronically via email to the Contract Specialist Monica Montague at momo@loc.gov with a cc: to the Contracting Officer James Robinson at jarobinson@loc.gov no later than the response date specified in the solicitation. Offerors must comply with the submission instructions specified in this solicitation. The Library has the right at its discretion, to determine an offer is ineligible for award if an Offeror does not comply materially with the submission instructions. Offerors submitted through any means other than email will NOT be accepted.

Email File Size:

The email must include the solicitation number in the subject line. The maximum size file allowed through the Library's email system is 20MB. If needed, the Offeror may send multiple emails, but must ensure they are clearly identified. Offeror must not submit zipped or locked files.

Offerors shall ensure their proposals are valid through August 13, 2023 at a minimum.

(b) Offer Format: Offers must be submitted in either Microsoft Office or Adobe formats. Each page must be numbered and labeled with the name of the Offeror and solicitation number. The format for all documents must be 8.5 x 11 inch pages, single-spaced 1-inch margins, 12-point font in text (not including graphs or charts, however they must be legible).

Offeror must submit an offer package that includes two separate volumes. Each volume must include the solicitation number and the offeror's name, mailing address, telephone number, and EUI number.

Volume 1 - Technical Proposal

Volume 2 - Price Proposal

(c) Content of Offers:

Volume 1. Technical Proposal – (shall not exceed 10 pages in length not including the cover page or table of contents)

A. Technical Offering. Offerors shall provide sufficient information (including product information and brochures) regarding the proposed goods and services to demonstrate conformity with all solicitation specifications and requirements for the services being procured. Services offered must match the services being sought. As part of the offeror's technical proposal, the offeror shall specify the disposal facility or facilities to be used during the entire potential period of performance of the contract.

In addition, offerors shall provide authentic, official and valid documentation demonstrating that the offeror has insurance for all staff entering Library facilities during the entire potential period of performance of the resultant contract. The Library reserves the right to reject any documentation that does not clearly demonstrate the offeror has the specified insurance.

Offerors must comply with the submission instructions specified in this solicitation. The Library has the right at its discretion, to determine an offer ineligible for award if an Offeror does not comply materially with the submission instructions. Offerors submitted through sam.gov will NOT be accepted.

B. Past Performance. Offerors are not required to submit past performance information.

Volume 2. Price Proposal (no page limit)

C. Price. i) Offerors shall provide a firm-fixed price for each item for each ordering period identified in section B of the solicitation. Pricing shall include all services required by the solicitation and shall be full burdened with all associated costs.

For evaluation purposes only, offerors shall complete Attachment J1 – Sample Task Order Evaluation Pricing Schedule. Pricing for the sample orders must reflect the same pricing as proposed in Section B.

Attachment J1 is for evaluation purposes only.

Offerors must quote prices for each item for each ordering period in order to be considered for an award. Partial pricing by an Offeror shall render the proposal non-responsive to the Library's requirement and the proposal may not be considered for award.

Offerors are encouraged to provide discounts off commercially published pricing. All discounts must be clearly identified and stated as a percentage of the individual commercially published prices.

ii) SF1449: Offer must provide a signed copy of the SF1449.

iii) Submission of Amendments to the solicitation: Offeror shall acknowledge Amendments to the solicitation to confirm Offeror has read and agrees to comply with the terms and conditions of the solicitation. Amendments to the solicitation must be signed, dated, and submitted as part of the price proposal.

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

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

(End of Provision)

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION - LOW PRICE TECHNICALLY ACCEPTABLE (JUL 2016)

M.2 Competition Type

The Library will award a contract resulting from this solicitation to the responsible offeror that provides a technically acceptable proposal at the lowest price. The Library intends to evaluate the proposals and award the contract in accordance with FAR Part 13. Technical acceptability will be evaluated as acceptable/unacceptable and will be evaluated based on whether the offeror's proposal meets the terms and conditions of this solicitation.

M.3 Evaluation Factors

Best value will be determined through the evaluation of the following factors:

- A. Technical Offering
- B. Past Performance
- C. Price

A. Technical Offering. The Library will evaluate the technical acceptability of goods and services for conformity with the specifications and requirements identified in this solicitation. Items other than those being solicited shall not be considered.

B. Past Performance. The Library may review records contained in the Contractor Performance Assessment Reporting System (CPARS) to assess the likelihood that the offeror can successfully perform the required work. The Library reserves the right to contact and use information provided by any other sources, including its own knowledge of offeror performance on past contracts. 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 the Library.

The Library does not assume the responsibility of correcting misinformation or clarifying ambiguities in the past performance references, and any errors or ambiguities discovered may result in the reference not being utilized or a greater risk evaluation.

C. Price. For evaluation purposes, the Library will add the total price for each item in Attachment J1 – Sample Task Order Evaluation Pricing Schedule to establish the total evaluated price. These estimated quantities are being provided for the sole purpose of establishing a total evaluated price for the competition. The Library is under no obligation to order the full amount listed.

The Library will also assess the reasonableness of the offeror's % discount and proposed rates for each year identified in the solicitation.

M.4 Evaluation. The Library shall evaluate the lowest priced responsive offer. If it is found to be technically acceptable, an award shall be provided to them. If they are found to be technically unacceptable, then the Library may evaluate the second-lowest responsive offer. This process may continue until a responsive offeror is found to be technically acceptable. In this way, it is possible that not all offers shall be evaluated.

M.5 Notice of Award. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Library 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.

M.6 Award. The Library reserves the right to award to other than the lowest priced offeror. The Library reserves the right to waive minor irregularities found in offers. Under no circumstances shall Offeror's preparation costs be reimbursed as a result of this solicitation, including situations involving the full cancelation of this solicitation.

M.7 SAM Registration. In order to receive an award from the Library of Congress, your business must be registered in the System for Award Management (SAM). If your business is not registered in SAM, your business might not be eligible to receive a contract from the Government.

Registration can be done, here: <https://sam.gov/content/home>. SAM registration is free. If you require assistance with registering or renewing your business in SAM, you can obtain assistance at the Federal Service Desk, located here: https://www.fsd.gov/gsafsd_sp. Your business may need to be registered at the time of your submission if other methods of determining responsibility cannot be made. However, in order to obtain a federal award, your business must be registered before an award can be made regardless.

End of Document