

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO.  
RQLGR20230040  
See SCHEDULE

PAGE 1 OF 29

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER 030ADV23Q0111	6. SOLICITATION ISSUE DATE 03-24-2023
-----------------	-------------------------	--------------	---	--

7. FOR SOLICITATION INFORMATION CALL:	a. NAME Robinson, James	b. TELEPHONE NO. (No Collect Calls) (202) 707-9053	8. OFFER DUE DATE/LOCAL TIME 04-17-2023 5:00 PM EDT
---------------------------------------	----------------------------	---	---

9. ISSUED BY Contracts and Grants Directorate Library of Congress  101 Independence Ave. SE LA 325 Washington DC 20540-9411	CODE 0300	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)
--	-----------	---

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING N/A	14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
--	--------------------	---	--------------------	---

15. DELIVER TO See Section F for delivery instructions.	CODE DELIVERY	16. ADMINISTERED BY Contracts & Grants Directorate Library of Congress LA 325 101 Independence Av SE Washington DC 20540-9411	CODE 9411
--	---------------	--	-----------

17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____	18a. PAYMENT WILL BE MADE BY Submit Invoices through: <a href="https://www.ipp.gov">https://www.ipp.gov</a> Washington DC 20540	CODE 9110
TELEPHONE NO. _____ UEI: _____ EFT: _____	PHONE: _____ FAX: _____	

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  
 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES See CONTINUATION Page	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
--	---

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Robinson, James
30c. DATE SIGNED	31c. DATE SIGNED

## Table of Contents

<b>SECTION A</b> .....	<b>1</b>
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES .....	1
<b>SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS</b> .....	<b>4</b>
B.1 PRICE/COST SCHEDULE.....	4
ITEM INFORMATION .....	4
<b>SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK</b> .....	<b>5</b>
<b>Grace Design 8-Channel A/D Option Card for M908 for Analog Input Channels 1-8 and Stereo</b> .....	<b>6</b>
<b>SECTION D - PACKAGING AND MARKING</b> .....	<b>8</b>
D.1 LC52.211-1 DELIVERIES (APR 2015) .....	8
D.2 LC52.231-1 PAYMENT OF POSTAGE FEES (MAY 2015) .....	8
<b>SECTION E - INSPECTION AND ACCEPTANCE</b> .....	<b>9</b>
<b>SECTION F - DELIVERIES OR PERFORMANCE</b> .....	<b>10</b>
F.1 LC52.215-5 PLACE AND PERIOD OF PERFORMANCE (JAN 2019) .....	10
SHIPPING EXPENSES – FOB DESTINATION .....	10
<b>SECTION G - CONTRACT ADMINISTRATION DATA</b> .....	<b>12</b>
G.1 LC52.201-3 CONTRACT ADMINISTRATION (AUG 2015).....	12
G.2 LC52.232-1 LIBRARY OF CONGRESS INVOICE INSTRUCTIONS (DEC 2022).....	13
G.3 LC52.232-2 SCHEDULE OF PAYMENTS (JUN 2015) .....	13
<b>SECTION H - SPECIAL CONTRACT REQUIREMENTS</b> .....	<b>14</b>
H.1 LC52.201-1 CONTRACTING OFFICER'S REPRESENTATIVE (COR) APPOINTMENT AND AUTHORITY (JAN 2016) .....	14
H.2 LC52.203-1 CONTRACTOR PUBLICITY (OCT 2013) .....	14
H.3 LC52.237-2 CONDUCT OF WORK (MAY 2015) .....	15
<b>PART II - CONTRACT CLAUSES</b> .....	<b>16</b>
<b>SECTION I - CONTRACT CLAUSES</b> .....	<b>16</b>
I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	16
I.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023) .....	16
I.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) .....	22
I.4 LC52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (DEV) (FEB 2016) .....	23
I.5 LC52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (DEV) (MAY 2015) .....	23

I.6 LC52.232-25 PROMPT PAYMENT (DEV) (JUL 2013) .....23

I.7 LC52.233-1 52.233-1 (DEV) DISPUTES (MAY 2014).....23

I.8 LC52.233-2 PROTESTS TO THE LIBRARY OF CONGRESS (DEC 2013).....24

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS .....25**

**SECTION J - LIST OF ATTACHMENTS .....25**

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS .....26**

**SECTION M - EVALUATION FACTORS FOR AWARD .....28**

## SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

### B.1 LC52.216-3 CONTRACT TYPE (JUN 2016)

This is a Solicitation for a Firm Fixed Price (FFP) Contract.

### B.1 PRICE/COST SCHEDULE

#### ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	ATC Speakers & Components - See Section C Contract Period: Base POP Begin: 06-30-2023 POP End: 06-29-2024	1.00	LOT	_____	_____
0002	1 Year Warranty Contract Period: Base POP Begin: 06-30-2023 POP End: 06-29-2024	1.00	YR	_____	_____
				<b>GRAND TOTAL</b>	_____

## SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

### Loudspeaker Monitor System Replacement

#### Statement of Work

#### C.1 OVERVIEW / BACKGROUND

The Library of Congress (Library) requires the replacement of the existing equipment in the listening auditorium and three audio transfer rooms for patron service installed in the Culpeper facility for the LOC/NAVCC/Audio Lab. The listening auditorium is utilized for public playback of immersive content and there is a need to expand its capability to playback current formats that include Dolby Atmos and Sony 360. This equipment will also will also replace obsolete/end of life equipment used to produce files for patron listening requests in the Recorded Sound Research Center. The current equipment has been in continuous use for over 20 years in service to the Library's high volume cultural heritage audio preservation program.

#### C.2 SCOPE

The Contractor shall acquire new equipment including ATC loudspeakers and supported components shown in Section C, with manufacturer warranty on all parts and systems, which shall perform at professional audio preservation performance and quality standards.

#### C.3 REQUIREMENTS

##### C.3.1 Equipment and capabilities.

The contractor shall provide a new, current model, ATC with all parts/capabilities shown in table 1 below.

**Table 1 – ATC Loudspeaker, supported components and required parts list**

Line #	QTY	Manufacturer	Item	Description
1	1	ATC	SCM150A	L/R PAIR SCM150A Pro - 15-inch SL 3-way
2	1	ATC	SCM150AC	CENTER SCM150A Pro - 15-inch SL 3-way
3	1	ATC	SCM45A Pro	PAIR SCM45A - Dual 7-inch 3-way
4	1	ATC	SCM45A SINGLE	SINGLE SCM45A - Dual 7-inch 3-way
5	2	ATC	SCM100A	L/R PAIR SCM100A Pro - 12-inch SL 3-way
6	2	ATC	SCM45Ai	4 Bolt install version of SCM45A, requires remote amp and cable sold separately, PAIR
7	1	ATC	SCM45Ai SINGLE	4 Bolt install version of SCM45A, requires remote amp and cable sold separately, SINGLE
8	1	ATC	R2-234	2CH remote amp chassis for

				SCM25Ai/SCM45Ai, 5RU
9	1	ATC	R3-234	3CH remote amp chassis for SCM25Ai/SCM45Ai, 5RU
10	5	ATC	CBL-NL8-NL8-10	ONE 10M audio cable
11	5	ATC	CBL-XLM5-XLM5-10	ONE 10M LED cable
12	4	ATC	SCS70 Pro	ONE 12" Active sub
13	3	ATC	SCM20A	PAIR SCM20A Pro - 6.5-inch SL 2-way
14	1	Sound Anchor	ADMID2-56	PAIR 56" height ADMID2 speaker stand for widths between 20-29"
15	1	Sound Anchor	ADMID2-56 SINGLE	SINGLE 56" height ADMID2 speaker stand for widths between 20-29"
16	1	Sound Anchor	ADMID2 Top Cross Piece	Additional cross piece for ADMID2 speaker stands, PAIR
17	1	Sound Anchor	ADMID Speaker Support Bars 2	4ea ADMID Speaker Support Bars (15"-20" Long)
18	1	Sound Anchor	ADMID2 Top Cross Piece SINGLE	Additional cross piece for ADMID2 speaker stands, SINGLE
19	1	Sound Anchor	ADMID Speaker Support Bars 2 SINGLE	2ea ADMID Speaker Support Bars (15"-20" Long)
20	2	Sound Anchor	ADMID1-56	56" height ADMID1 speaker stand for widths less than 20"
21	5	Adaptive Technologies	MM-3RDX-120	120lb Indoor Speaker Ceiling Mount
22	1	Dangerous Music	Monitor-ST	Analog Stereo Monitor Controller
23	3	Dangerous Music	Monitor-SR	Expansion Unit for Monitor-ST Controller
24	<b>1</b>	<b>Grace Design</b>	<b>M908</b>	<b>GRACE DESIGN M908 MONITOR CONTROLLER</b>
25	<b>1</b>	<b>Grace Design</b>	<b>M908-RAVENNA</b>	<b>Ravenna Network Option Card for m908</b>
26	<b>2</b>	<b>Grace Design</b>	<b>M908ADC-1</b>	Grace Design 8-Channel A/D Option Card for M908 for Analog Input Channels 1-8 and Stereo

C.3.2 COR Direction, and Contractor Distance Support.

The contractor shall work with the COR throughout the Period of Performance to ensure the acceptable functionality of all above listed equipment, including during Library installation and integration of the new equipment. The contractor shall provide unlimited distance support to the COR throughout the 6-month delivery period listed in Table 2, via phone and internet (e.g., Skype, ZOOM or similar), during Government business hours.

#### C.3.4 Warranty Period.

The contractor shall provide a one (1) year warranty for the provided equipment.

#### C.3.4 Initial Shipping Costs Included in Price.

Price of equipment shall include the cost of shipping the new equipment to Culpeper, VA. The Library will not reimburse contractor's delivery shipping costs separately.

### C.4 CONTRACT PERFORMANCE

#### C.4.1 Schedule of Events/Deliverables.

*Table 2 – Deliverables*

<b>Requirements Paragraph reference:</b>	<b>Description of Deliverable:</b>	<b>Due Date:</b>
C.3.1	All items in Table 1	Within 6 months of POP start (by 12/30/2023)

#### C.4.2 Quality Control, Testing and Acceptance.

COR designated Library personnel shall test the quality of replacement unit. If the COR determines the provided equipment does not function at optimal levels, the contractor shall replace the equipment at no charge.

#### C.4.3 Special Qualifications.

The contractor shall be a manufacturer certified reseller.

## **SECTION D - PACKAGING AND MARKING**

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

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

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

Deliveries shall be made to the following address:

The Library of Congress  
Attn: Robert Friedrich  
National Audio Visual Conservation Center  
19053 Mount Pony Rd.  
Culpeper, VA 22701

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

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

(End of Clause)

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **INSPECTION & ACCEPTANCE**

Inspection and acceptance under this contract will be in accordance with FAR 52.212-4 - Contract Terms and Conditions – Commercial Items.

## SECTION F - DELIVERIES OR PERFORMANCE

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.242-15	STOP-WORK ORDER	AUG 1989

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

Place of Performance: The Library of Congress

NAVCC

19053 Mount Pony Rd

Culpeper, VA 22701

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

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

(End of Clause)

### SHIPPING EXPENSES – FOB DESTINATION

#### LC52.211-1 Deliveries

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

- a. Agency/Requiring Library Service Unit and Mail Stop/Room Number
- b. Description of information/data/materials being submitted
- c. Contract or IDIQ Number
- d. Order Number
- e. Date of Shipment
- f. Itemized list of contents
- g. COR Name at the Library
- d. Contractor Name and Address

All deliveries under this contract shall be shipped to the following address:

The Library of Congress

National Audio Visual Conservation Center

Attn: Robert Friedrich

19053 Mount Pony Rd.  
Culpeper, VA 22701

## **SECTION G - CONTRACT ADMINISTRATION DATA**

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

This contract will be administered by:

Library Contracting Officer: Robinson, James

Address: Contracts & Grants Directorate

Library of Congress

LA 325

Washington DC 20540-9411

Phone: (202) 707-9053

Email: jarobinson@loc.gov

Library Contract Specialist: Curl, Brian

Address: Contracts & Grants Directorate

Library of Congress

LA 325

Washington DC 20540-9411

Phone: (202) 707-3090

Email: bcurl@loc.gov

Library Contracting Officer Representative: Friedrich, Robert

Address:

Phone: (202) 707-7956

Email: rfri@loc.gov

Contractor Contract Administrator: Provided at time of award

Address: Provided at time of award

Phone:

Email:

## **G.2 LC52.232-1 LIBRARY OF CONGRESS INVOICE INSTRUCTIONS (DEC 2022)**

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: [ippcustomersupport@fiscal.treasury.gov](mailto:ippcustomersupport@fiscal.treasury.gov) 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.3 LC52.232-2 SCHEDULE OF PAYMENTS (JUN 2015)**

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

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

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

(End of Clause)

## PART II - CONTRACT CLAUSES

### SECTION I - CONTRACT CLAUSES

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-3	GRATUITIES	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
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	DEC 2022
52.232-25	PROMPT PAYMENT	JAN 2017
52.233-1	DISPUTES	MAY 2014
52.245-1	GOVERNMENT PROPERTY	SEP 2021
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 (MAR 2023)

(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) 52.232–40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 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. 4655).

(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 (MAR 2023) (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) (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 (DEC 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 (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 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 [Reserved].
- (iii) Alternate II (DEC 2022) 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 (DEC 2022) (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. Subtitle A, Part V, Subpart G 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. 3805).
  - (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
  - (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. Subtitle A, Part V, Subpart G 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) 52.232–40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232–40.
  - (xxiii) 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 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 any time during the performance of this contract.

(End of Clause)

#### **I.4 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.5 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.6 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.7 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)

## **I.8 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)

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

### **SECTION J - LIST OF ATTACHMENTS**

Attachment J1 – Brand Name Justification

## 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

### LC52.215-1 OFFER SUBMISSION INSTRUCTIONS - BEST VALUE TRADE-OFF (JUL 2016)

#### L1. General Instructions to Businesses

This section discusses general offer submission instructions, offer requirements, and information regarding the formatting of offers.

#### L2. Proposal Submission/Delivery Instructions

Businesses shall submit their offers to Brian Curl, Contract Specialist, at [bcurl@loc.gov](mailto:bcurl@loc.gov) and James Robinson, Contracting Officer, at [jarobinson@loc.gov](mailto:jarobinson@loc.gov). Offers are due no later than the date and time shown in Box 8 on the first page of this solicitation. Businesses must not submit zipped files. The email containing your offer must have the RFQ number in the subject line (030ADV23Q0111). The total maximum file size of all attached files cannot exceed 20MB due to restrictions on the LOC's email system. If needed, businesses may submit multiple emails and ensure they are clearly identified. Offers must include the solicitation number, business name, mailing address, telephone number, and SAM UEI number.

#### L3. Questions

Businesses shall submit their questions regarding this work to James Robinson, Contracting Officer, at [jarobinson@loc.gov](mailto:jarobinson@loc.gov) as well as to the Contract Specialist at [bcurl@loc.gov](mailto:bcurl@loc.gov). Questions are due no later than 04/07/2022 at 5:00 PM, Eastern Time. It is the Library's intention to award without engaging in discussions/clarifications if possible, so questions regarding all aspects are highly encouraged. All questions and answers shall be provided to all potential businesses, but it shall not be revealed which business asked which questions. The Library reserves the right to ignore questions received after this due date. However, it also reserves the right to answer pressing and pertinent questions received after this date.

#### L4. Quote Contents:

Any submitted offers must contain the following separate volumes, in the stated order, as indicated:

##### Volume 1). Technical Approach & Product Information

The Offeror shall submit a brief summary regarding their approach to accomplishing the tasks and furnishing the equipment described in Section C of this solicitation. This information should include, at a minimum, a description of the effort, assumptions, and proposed delivery schedule for the required equipment. The Offeror shall also include warranty information and proof that they are a manufacturer certified reseller. Offerors should propose the brand name equipment identified in Section C. Substitutions are not authorized and an approved Brand Name Justification is being posted with this solicitation. This portion of the Technical Volume is limited to 15 pages.

##### Volume 2). Past Performance

The Contractor shall submit up to three past performance references for work substantially similar to this requirement. Past performance references must be limited to the past 5 years and be for federal contracts, state contracts, or private businesses. Please include a point of contact's name, email, and phone number, the contract number, the agency/company name, and a description of the work performed and how it is of similar scope to the work being requested under this solicitation. There is no page limit to this proposal volume.

Volume 3). Pricing Quote

The Contractor shall submit a pricing volume containing amounts for the full performance of the requirements in Section C. Pricing should be broken out per item. Warranties may be included in the unit price of the items, or be broken out separately. Offerors may not propose partial pricing; pricing for each item in Section C should be submitted.

## SECTION M - EVALUATION FACTORS FOR AWARD

### SECTION M

---

#### **M1. Competition Type:**

The Library intends to award one firm fixed price contract from this solicitation to the chosen responsible contractor whose offer represents the best value to the Government. This competition is being conducted in accordance with FAR Part 13. This is a Lowest Priced Technically Acceptable (LPTA) competition.

#### **M2. Evaluation Factors:**

The following evaluation factors shall be utilized for this competition. All evaluation factors carry approximately the same level of importance. All evaluation factors other than cost or price, when combined, are more important than cost or price.

##### Evaluation Factor 1). Technical Approach & Product Information

The Library will evaluate the extent to which the offeror demonstrates a thorough understanding and ability to successfully perform the requirements by evaluating their proposed equipment and delivery schedule documented in their Technical volume. Offerors that simply repeat the information in the Statement of Work may not be evaluated as favorably. Technical acceptability is pass/fail.

##### Evaluation Factor 2). Past Performance Factor

The Library will evaluate the past performance information submitted to assess the level of risk of contractor's ability to successfully perform the contract. In addition to the references provided, the Library may review records contained in the Contract Performance Assessment Reporting System (CPARS), at the discretion of the Library. The Library reserves the right to contact and use information provided by the references and any other sources, including its own internal knowledge. The contractor will be evaluated neither favorably nor unfavorably on past performance if no relevant information on past performance is provided by the contractor or obtained by the Library. The Library does not retain the responsibility of correcting or investigating misinformation. If the information cannot be determined, or contains discrepancies, then it might not be evaluated.

##### Evaluation Factor 3). Pricing Factor

The Library will analyze prices for fairness and reasonableness. The Library reserves the right to conduct a price realism analysis, if needed.

#### **M3. General**

The Library of Congress seeks to award without discussions, if possible. The Library reserves the rights to enter into clarifications or discussions with all, some, or none of the contract holders depending on its discretion and initial quality of the quotes. The Library reserves the right to award to other than the lowest priced offeror. The Library also reserves the right to waive minor irregularities found in quotes. Under no circumstances shall quote preparation costs be reimbursed as a result of this solicitation, including situations involving the full cancelation of this solicitation. The Library reserves the right to conduct a comparative analysis of quotes as well conducting a price realism analysis, if required.

#### **M4. System for Award Management:**

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 at the time of proposal submission, per FAR 4.1102(a),

your business may not be eligible to receive a contract from the Government unless other methods can be employed to determine responsibility. Regardless, your business must be registered in SAM by the time of contract award. Registration can be done here: <https://www.sam.gov/> . 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](https://www.fsd.gov/gsafsd_sp)

End of Document