

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

1. REQUISITION NO. RQLGD20230030  
 See SCHEDULE  
 PAGE 1 OF 57

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NO. 5. SOLICITATION NUMBER 030ADV23R0019  
 6. SOLICITATION ISSUE DATE 01-04-2023

7. FOR SOLICITATION INFORMATION CALL: a. NAME Robinson, James b. TELEPHONE NO. (No Collect Calls) (202) 707-9053  
 8. OFFER DUE DATE/LOCAL TIME 03-01-2023 5:00 PM EDT

9. ISSUED BY CODE 0300  
 Contracts and Grants Directorate  
 Library of Congress  
 101 Independence Ave. SE LA 325  
 Washington DC 20540-9411  
 10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE: \_\_\_\_\_ % FOR:  
 SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 519210  
 HUBZONE SMALL BUSINESS  EDWOSB SIZE STANDARD:  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A)

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

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

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

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  SEE ADDENDUM  
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED

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

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

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

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

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

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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	Preservation Supplies Contract Period: Base POP Begin: 08-01-2023 POP End: 07-31-2028	5.00	yr	_____	_____
				<b>GRAND TOTAL</b>	_____

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

This is a solicitation to issue a single-award Indefinite Delivery, Indefinite Quantity (IDIQ) contract. Firm Fixed Price (FFP) orders shall be issued against the resulting IDIQ.

#### B.1 Contract Value

IDIQ minimum value: \$10,000.00

IDIQ maximum value: \$7,000,000.00

#### B.2 Ordering Periods

The IDIQ shall have a single five (5) year term with five (5) Ordering Periods, with approximate dates as follows. The award document shall indicate the exact start and end dates of each Ordering Period.

Ordering Period I	8/1/2023 – 7/31/2024
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Ordering Period II	8/1/2024 – 7/31/2025
Ordering Period III	8/1/2025 – 7/31/2026
Ordering Period IV	8/1/2026 – 7/31/2027
Ordering Period V	8/1/2027 – 7/31/2028

### **B.3 Pricing Structure - Firm Fixed Prices**

All unit pricing for this IDIQ Contract are to be firm-fixed price. Pricing is established in Attachment J1 - *Preservation Supplies Catalog and Pricing* (the Catalog).

Shipping costs shall be included in the "Total Price" column for each Ordering Period in the Catalog. "Total Price" columns H, K, N, Q, and T of the Catalog show the Total Price, which is carton price plus shipping cost. All overhead prices, including labor, materials, and other overhead shall be included in the unit price for all items. Prices for all items on each order shall follow the pricing for the date of issuance of the order, not the delivery or manufacture dates of the items. This is a Firm Fixed Price contract, meaning that prices are to be established up front upon award of the contract. Outlying years may include pricing escalations, as established in the schedule.

The contractor shall manufacture supplies following Library issuance of delivery orders; all Library ordering shall be delivered to the contractor in writing. The contractor shall make the exact quantity specified in the order. The Catalog shall establish the units to be used for each item (each, packages of X quantity, ream, roll, etc...), the cost of those units, and the quantity of units supplied in a shipping carton. The contractor shall provide supplies in full carton increments. Under no circumstances will the Library accept nor be liable for payment of deliveries in excess of the number of items requested in an order.

The Library anticipates that multiple task orders, possibly for large quantities, shall be placed at the same time. The Contractor shall work with the Library to develop and maintain manufacturing and delivery schedules across multiple task orders.

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

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

### STATEMENT OF WORK

#### C.1. OVERVIEW / BACKGROUND.

The Library of Congress (Library) requires a Contractor to provide preservation housing supplies made to specific specifications in support of the Library's mission to sustain and preserve a universal collection of knowledge and creativity for Congress and the American people. Library of Congress collections are estimated to contain more than 173 million items, including books, prints, photographs, drawings, posters, maps, manuscripts, documents, sound recordings, films, videos, globes, archaeological objects, musical instruments, and other collection types. Annually hundreds of thousands of collection items are re-housed by Library staff, contractors, and volunteers.

#### C.2. SCOPE

The Contractor shall provide preservation housing supplies listed in *Attachment J1 - Preservation Supplies Catalog and Pricing*. Following Library orders for such supplies, Contractor shall manufacture and deliver items in accordance with the terms of the contract.

#### C.3. REQUIREMENTS

##### C.3.1. The Catalog

*Attachment J1 - Preservation Supplies Catalog and Pricing* (the Catalog) provides a comprehensive list of the supplies to be ordered under this contract. The Contractor and the Library shall use the Catalog as an authority for information governing the supplies. Essential information including item description, sizing, numbering, Specification references, units of order, and pricing for each item shall be indicated in the Catalog. Changes to the information provided in the Catalog shall be made only by contract modification.

##### C.3.2. Library Specifications

The contractor shall manufacture quantities of Catalog items in a timely fashion made according to Library Specifications (Specifications), incorporated herein by reference, which provide comprehensive requirements including, for example: designs, dimensions, durability, chemical composition, (and many other specified requirements), from high quality boards (solid and corrugated), papers, polyester, adhesives, stays, and other archival product components. All preservation housing supplies must entirely meet technical

requirements described in the Specifications. Preservation housing articles that fail to meet these Specifications could result in permanent damage to Library collections, and could therefore be rejected. The relevant Specification(s) for each item is (are) indicated in the Catalog.

The Library Specifications, 60 in number, are available in full text at:  
<https://www.loc.gov/preservation/resources/specifications/index.html>.

Many of these Specifications (and the many sizes of housings within each group) are custom sizes that are needed for compatibility with specific Library collection architecture. For example, the exterior dimensions of boxes must meet very tight tolerances to fit correctly on the Library storage facility shelving, as well as within transportation vehicles and other furniture. Since preservation housing projects can take place over many years, the contractor must provide supplies that are identical, not just similar, to existing materials used to house Library collections over the long term.

The Library reserves the right to update the Specifications with technical revisions during the period of performance of the contract at any time; however such changes shall generally be less restrictive, not more so, than the current Specifications. It is anticipated that the specifications will change at least once during the life of the contract. In the event of the specifications becoming more restrictive, a negotiated remedy/change shall occur for the more restrictive specifications. If the Library makes a specification more restrictive, but it does not cause the product to fail, a negotiated remedy may not be required.

#### C.3.3. Identification

The Contractor shall use only Library terminology and coding for the preservation housing supplies listed in the Catalog, including both the name and numbering, to identify all supplies produced and delivered under this contract. The Contractor shall include Library identification (such as IDIQ Item #, Library Catalog #, Item, and Size) on packing lists, invoices, cartons, other shipping containers, and any other lists.

#### C.3.4. Packing, Labeling, and Shipping

##### C.3.4.1. Packing

The Contractor shall use the following packaging standards, unless the COR indicates otherwise in writing in advance of packing:

- All supplies shall be shipped on pallets, not larger than 40" x 48";
- Cartons, boxes, or items must not overhang the pallet edges;
- All Items shall be packed in cartons or boxes (the box serving as the "carton") on those pallets or, if this is not possible on certain oversized items (such as corrugated board sheets), on a pallet with an outer wrapper of plastic that serves as the "carton" for those oversized items;
- Items in a carton must fit securely and not be able to shift inside the carton by use of packing materials;
- Items shall be packed in full cartons according to the pre-determined amounts established in the Catalog.

##### C.3.4.2. Packing Lists

A packing list must be included which contains the following information:

- Items listed by Library Catalog number and IDIQ Item number
- Carton and Item quantity in shipment
- Carton and Item quantity backordered
- Total carton and pallet count
- Task Order number and line number(s)
- Contract number

#### C.3.4.3. Labeling

The Contractor shall provide detailed labels on both the inside and outside of each Carton and Box as well as any other packages or containers inside the Carton or Box. The label must include descriptive information from the Catalog to include the following:

- Item: Library Name of Item
- Size: Dimensions in Inches
- Quantity: in Carton, Box, Pallet, or Package
- IDIQ#
- Library Catalog #
- IDIQ Contract #
- Task order #

The Contractor may include other information on the label with the approval of the COR.

The Contractor shall place the label on the side of carton so the label can be seen when cartons are stacked. All packages within an outer container must include the same label information on the inner and outer packaging/container.

#### C.3.4.4. Shipping

The Contractor may ship by common carrier. FedEx and UPS deliveries to the Cabin Branch location must be made by Freight, not Ground or Overnight shipping.

The Library cannot accept deliveries on Saturdays, Sundays, or Federal holidays.

As indicated in the task order or by email instruction from the COR, the following four (4) Library of Congress locations shall be the delivery locations for this contract:

- 1) Library of Congress Cabin Branch Warehouse  
1505 Cabin Branch Drive  
Landover, MD 207852

- 2) Library of Congress Madison Building  
101 Independence Ave  
Washington, DC 20540
  
- 3) Library of Congress Ft. Meade High-Density Storage Facility  
100 Meigs Road  
Ft. Meade, MD 20755
  
- 4) Library of Congress Packard Campus  
19053 Mount Pony Road  
Culpeper, VA 22701

Regardless to which location the items are shipped, all items shipped shall comply with all requirements outlined in SOW Section C.3.4. Packing, Labeling, and Shipping.

Alternate shipping instructions may be included in each order.

The Library will not reimburse separately for shipping costs.

#### C.3.5. Modified Product Designs

Occasionally, new preservation housing projects will require a modification to an existing Catalog item. For example, the Library may require a modified box size for a highly specialized batch of collection items. The Library shall consult with the Contractor to determine the design and pricing of new items informed by similarly sized items in the supply and specification group in the existing Catalog. The Library shall request such new items by Order as a "Modified Product Design." Pricing for this is included in the Catalog.

Modified Products must be reviewed for technical acceptance and pricing by the Library and approved in writing by both the Contracting Officer and Contracting Officer's Representative before the Contractor may begin production. A physical sample representing the agreed-upon modified product must be created and sent to the Library for testing and acceptance of the newly modified product.

Approved Modified Products shall be assigned a Catalog number by the COR and included in the appropriate supply group in the Catalog. After acceptance by the Contractor and Library, the Catalog will be amended by contract modification to include the new items. Modifications to product designs do not specifically mean a relaxing of requirements as outlined in Section C.3.2. Any product modifications shall be mutually agreed upon in writing.

**C.4. CONTRACT PERFORMANCE**

## Schedule of Events / Deliverables

Paragraph reference	Description of Event/Deliverable	Due date
C.3.4.	Product Manufacturing and Delivery of Catalog Items	The delivery timeline of all items in an order shall be fulfilled before that order's period of performance expires. Modified delivery schedules for quicker product delivery may be established in writing between the Contractor and COR, however, it cannot go longer than the period of performance outlines in the Order, regardless of any other agreed upon schedule.
C.3.5	Modified Product Design Creation	Final modified product designs shall be completed no later than 120 days after ordered

**C.5. SPECIAL QUALIFICATIONS.****C.5.1. Experience and Knowledge**

The Contractor shall have at least five years of experience, designing, and manufacturing of high-quality preservation housing supplies that meet rigorous technical Specifications. The Contractor shall demonstrate a proven track record of shipping these materials in large quantities. The Contractor shall be able to label, package, and oversee delivery of items to the Library without damage to items and meeting agreed-to schedules.

**C.5.2. Sufficient Staffing and Equipment**

The Contractor shall be responsible for assigning sufficient personnel and having sufficient equipment to ensure timely completion of all requirements in a task order. Staff reductions shall not be accepted as a rationale for services not being performed. Contractor shall ensure adequate staffing levels at all times.

**C.5.3. Contractor Availability/Responsiveness**

The Contractor shall be available during normal business hours by telephone or email between 9am-5pm Eastern Time. The Contractor shall provide a response by telephone or email within one business day. The Contractor shall provide a designated point of contact, a Program Manager, for manufacturing matters, packing/shipping matters, and other administrative matters.

**C.5.4. Overall Management of all Objectives**

The Contractor shall manage the total work effort associated with the required services to meet all objectives. Such management includes but is not limited to planning, scheduling, cost projecting and accounting, establishing and maintaining documentation and records, report preparation, and quality control.

#### C.5.5. Work Control Procedures

The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work, including tracking and reporting work in progress. The Contractor shall plan and schedule work to ensure material, labor, equipment, and supplies are available to meet the work requirements within the specified time limits and in conformance with the quality standards established.

Given the volume and diversity of material being ordered (possibly over 100 items in a given year), the Contractor must be able to manage the logistical tasks associated with the manufacture and delivery of multiple task orders of the preservation housing supplies in combination with the Library's constraints and scheduling requirements.

#### C.5.6. Manufacture and Delivery Schedules

Once the Contractor has received a task order, the Contractor shall communicate with the Library by email a projected schedule indicating when manufacture will begin, be completed, shipped, and delivered to the desired Library location.

#### C.5.7. Clean and Secure Storage and Manufacture

Items should be manufactured, packed, and stored before shipment so that they do not become dirty or otherwise damaged, including water and/or insect damage. Evidence of damage to items may be grounds for not accepting items and such items shall be returned at the Contractor's expense.

### **C.6. PROGRAM MANAGER – Key Personnel**

The Contractor shall provide a Program Manager as Key Personnel. The minimum qualifications for the Program Manager are:

- 3 years managing contracts for fulfilling work substantially similar to the work being sought under these requirements;
- Ability to read and speak English;
- 3 years managing, coordinating, and fulfilling orders of large quantities of products and items to multiple delivery locations;
- Ability to source and maintain materials to fulfill specialized preservation boxes and other items similar to the items being sought under this contract.

**(End of Statement of Work)**

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

### **LC52.211-1 Deliveries**

All deliveries submitted to the COR or the CO or other Library personnel designated to receive deliverables shall clearly follow instructions provided in Section C.3.4. *Packing, Labeling, and Shipping*.

Any shipping questions should be addressed to the COR prior to shipment.

Any shipments rejected by the Library shall be returned to the contractor at the Contractor's expense.

### **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 E - INSPECTION AND ACCEPTANCE

### E.1 INSPECTION AND ACCEPTANCE

Failure to meet any of the following conditions may result in a rejection of the delivery at the Contractor's expense:

#### General Acceptance Criteria

Meeting Period of Performance deadlines are a requirement. Items are clean and not otherwise damaged, including water or insect damage.

#### Shipping Acceptance Criteria

Shipment arrives on pallets of specified size unless otherwise authorized in writing by the COR. Items are packed in the amounts specified for each LC catalog number unless otherwise authorized in writing by the COR.

#### Labeling Acceptance Criteria

Cartons have proper labels located on the proper locations on inner and outer containers.

#### Shipping Acceptance Criteria

Shipment arrives undamaged to the correct location with proper notification.

#### Modified Product Design Acceptance Criteria

Acceptance is measured by timeliness, adequacy, and effectiveness of the contractor to modify existing designs of collection housing supplies specified in the contract in order to meet new collection housing needs.

#### Testing of Delivered Items

In order to ensure compliance with Library specifications, the Library shall test small batches of each product shipment to ensure the delivered items meet the specifications and will last for the purposes of Library collections preservations. These tests are destructive and may also take up to 6 months (using accelerated aging of products to ensure preservation, etc.). As a result, the Contractor must warrant its products for 12 months. In the event of the failed product test, the Contractor shall send replacement products that pass inspection and testing at their own expense. Supplies that do not meet Library specifications and testing may be rejected. The Library reserves the right to reject supplies that do not meet specifications up to a year after delivery of the items.

## SECTION F - DELIVERIES OR PERFORMANCE

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

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

#### F.1. Period of Performance

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

#### F.2. Place of Performance

The place of performance shall be the Contractor's facility, or the subcontractor's facility.

#### F.3. Hours of Operation

The Contractor shall be available during normal business hours by telephone or email between 9am-5pm Eastern Time Mondays through Fridays, except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings.

(End of Clause)

### F.2 LC52.211-2 DELIVERIES TO THE LIBRARY OF CONGRESS, CAPITOL HILL CAMPUS (JUN 2021)

(a) SAFETY. Trucks making deliveries to the Library of Congress must meet the following minimum clearances: 13 ft high, 9 ft wide and 20 ft long. Contractor vehicles exceeding that limitation shall not be permitted access to the Loading Dock area. The Contractor shall ensure that ceiling; doors or walls are not disturbed or damaged. The Contractor shall be held responsible for all costs of repairs to ceiling, doors, etc. and any secondary damage resulting from that damage. The maximum ceiling height inside the loading dock is 14'-8".

(b) SECURITY. The contractor must adhere to all Library of Congress and U.S. Capitol Police physical security protocols and offsite screening 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 only the Madison Loading Dock are as follows:

#### (c) SCREENING PROCESS FOR ALL VEHICLES COMING TO LIBRARY OF CONGRESS LOADING DOCKS & JEFFERSON EAST PARKING LOT FREIGHT ELEVATOR

**Process includes all trucks, cars and vans coming to the LC Capitol Hill campus. All contractors are now required to notify the Off-Site Delivery Center (OSDC) no later than 24 HOURS PRIOR TO ARRIVAL (48-72 hours if possible)**

Contractors are required to have a letter on file with the U.S. Capitol Police. The letter must be on company letterhead accompanied by signature of the owner, president or manager and sent directly to the OSDC email: OSDCAAdmin@USCP.GOV and the COR. The letter shall be protected with a password, and the password shall be sent separately. Requests for access must be renewed every year and should contain the following information:

1. Company Name,

2. Drivers/Employee Names requiring access,
3. Social Security Number for each Driver/Employee,
4. Date of Birth for each Drive Employee,
5. Driver License Number,
6. Vehicle make, model, tag number,
7. Building(s) to be accessed,
8. COR's name and phone number,
9. Contract number

**All deliveries must include a Bill of Lading and designate a Library Point of Contact (POC) name and telephone number for deliveries. If making more than one delivery on the Hill, make the Library of Congress your last stop. If you do not, you will have to go through the screening process again after leaving the Library.**

Vehicles leaving the Library are not resealed.

**(d) DELIVERIES BEFORE 3:00 P.M. – OFF-SITE DELIVERY CENTER (OSDC)**

The OSDC is open Mon-Fri. 4:30 a.m. to 3:00 p.m. at 4700 Shepherd Parkway S.W. for screening by the U.S. Capitol Police. Once cleared, proceed to D Street and Delaware Avenue S.W. (open Mon-Fri.4:45 am – 3:00 pm) to gain access to Capitol Hill. The OSDC phone number is (202)224-0202.

When a vehicle enters the OSDC:

1. Drivers information is checked.
2. Truck unloaded and material X-rayed and screened.
3. Material is replaced and the vehicle is sealed.
4. Vehicle proceeds to Delaware Avenue, seal is verified, and truck is cleared to first destination.
5. If multiple deliveries on the Hill the vehicle will be resealed upon departure from each delivery location – except the Library of Congress.
6. Vehicle arrives at the Library of Congress. The seal is verified and removed by the police.

**(e) DELIVERIES AFTER 3:00 P.M. Weekdays or Saturday – ALL DELIVERIES / WITH COORDINATION WITH USCP LIBRARY DIVISION (Exception basis for same day delivery only)**

Provide all information as above and copy the Library Division at [police\\_support@loc.gov](mailto:police_support@loc.gov) (underscore between police and support) and a fax to (202) 707-1030 and include the estimated arrival time. The inspection location is the 600 block of New Jersey Ave. S.E., and C St NW near the power plant. Call the Library Division at (202) 707-1000 who will arrange for the vehicle to be swept. The vehicle will then be escorted to the Library. All containers have a designated placement location and the Contractor shall not leave any container in any area except those identified in this contract. This expressly designates Independence Avenue, C Street, 1st, 2nd, 3rd Streets and East Capitol Street, SE as areas off limits for staging of containers. All delivery vehicles shall have clearly identified company signage. Driver and all onsite staff shall wear distinguishable company uniform and/or company ID. The Contractor shall not travel beyond the dock area of the Madison Loading Dock. The Contractor shall comply with the Library security procedures. Contractor will be briefed by the COR on Library's security procedures currently in effect. The security procedures vary periodically.

(End of Clause)

## **DELIVERY LOCATIONS**

The contractor may ship by common carrier. FedEx and UPS deliveries to the Cabin Branch location must be made by Freight, not Ground or Overnight shipping.

The Library cannot accept deliveries on Saturdays, Sundays, or Federal holidays.

As indicated in the task order or by email instruction from the COR, the following four (4) Library of Congress locations shall be the delivery locations for this contract:

- 5) Library of Congress Cabin Branch Warehouse  
1505 Cabin Branch Drive  
Landover, MD 207852
  
- 6) Library of Congress Madison Building  
101 Independence Ave  
Washington, DC 20540
  
- 7) Library of Congress Ft. Meade High-Density Storage Facility  
100 Meigs Road  
Ft. Meade, MD 20755
  
- 8) Library of Congress Packard Campus  
19053 Mount Pony Road  
Culpeper, VA 22701

Regardless at to which location the items are shipped, all items shipped shall comply with all requirements outlined in SOW Section C.3.4. Packing, Labeling, and Shipping.

Alternate shipping instructions may be included in each order.

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

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

This contract will be administered by:

Library Contracting Officer (CO): James Robinson  
Telephone: 202 707 9053  
Email: [jarobinson@loc.gov](mailto:jarobinson@loc.gov)

Library Contract Specialist (CS): Gail MacFarquhar  
Telephone: 202 707 0724  
Email: [gmac@loc.gov](mailto:gmac@loc.gov)

Library Contracting Officer's Representative (COR): TBD  
Telephone:  
Email:

Contractor's Contract Administrator (POC): TBD  
Telephone:  
Email:

### **G.2 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](mailto: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).

Invoices received before a shipment will be disapproved and will require resubmittal by the contractor.

(End of Clause)

### **G.3 LC52.232-2 SCHEDULE OF PAYMENTS (JUN 2015)**

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

Payment by the Library does not constitute final approval of the supplies received. The Library reserves the right to test, reject, and obtain replacement of items (see Section E) up to one year after receipt of items (see Section C – Warranty). The contractor will be informed in writing of the reason(s) for the rejection. Payment for return of failed housing supplies and shipping of replacement items shall be made by the Contractor.

(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 LC52.237-1 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
Program Manager	

(End of Clause)

## PART II - CONTRACT CLAUSES

### SECTION I - CONTRACT CLAUSES

#### I.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[www.acquisition.gov](http://www.acquisition.gov)

(End of Provision)

#### I.2 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):

[www.acquisition.gov](http://www.acquisition.gov)

(End of Clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) [Reserved]

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

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

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

- [] (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- [] (10) [Reserved]
- [] (11) 52.219–3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).
- [] (12) 52.219–4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- [] (13) [Reserved]
- [] (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
- [] (ii) Alternate I (MAR 2020) of 52.219-6.
- [] (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
- [] (ii) Alternate I (MAR 2020) of 52.219-7.
- [] (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- [] (17)(i) 52.219–9, Small Business Subcontracting Plan (NOV 2021) (15 U.S.C. 637(d)(4)).
- [] (ii) Alternate I (NOV 2016) of 52.219-9.
- [] (iii) Alternate II (NOV 2016) of 52.219-9.
- [] (iv) Alternate III (JUN 2020) of 52.219–9.
- [] (v) Alternate IV (SEP 2021) of 52.219–9.
- [] (18)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- [] (ii) Alternate I (MAR 2020) of 52.219-13.
- [] (19) 52.219–14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 657s).
- [] (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- [] (21) 52.219–27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).
- [] (22) (i) 52.219–28, Post-Award Small Business Program Rerepresentation (SEP 2021) (15 U.S.C. 632(a)(2)).
- [] (ii) Alternate I (MAR 2020) of 52.219–28.
- [] (23) 52.219–29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (15 U.S.C. 637(m)).
- [] (24) 52.219–30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) (15 U.S.C. 637(m)).

- (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- (26) (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (28) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2022) (E.O. 13126).
- (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (ii) Alternate I (FEB 1999) of 52.222-26.
- (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ii) Alternate I (JULY 2014) of 52.222-35.
- (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (ii) Alternate I (JULY 2014) of 52.222-36.
- (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (OCT 2015) of 52.223-13.
- (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

- (ii) Alternate I (JUN 2014) of 52.223-14.
- (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).
- (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-16.
- (44) 52.223–18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (ii) Alternate I (JAN 2017) of 52.224-3.
- (48) 52.225-1, Buy American—Supplies (NOV 2021) (41 U.S.C. chapter 83).
- (49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (NOV 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (JAN 2021) of 52.225-3.
- (iii) Alternate II (JAN 2021) of 52.225-3.
- (iv) Alternate III (JAN 2021) of 52.225-3.
- (50) 52.225–5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (55) 52.229–12, Tax on Certain Foreign Procurements (FEB 2021).
- (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

#### **I.4 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

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

## **I.5 52.243-1 CHANGES—FIXED-PRICE (AUG 2018)**

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of Clause)

## **I.6 52.216-18 ORDERING (AUG 2020)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 8/01/2023 through 7/31/2028.

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

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$2,500., 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 7,000,000.00;

(2) Any order for a combination of items in excess of 7,000,000.00; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

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

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and

Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after .

(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 LC52.216-1 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.12 LC52.216-1A ORDER PLACEMENT - ALTERNATIVE ORDERING PROCEDURES (FEB 2015)**

Orders will be issued by the contracting officer via issued task orders or authorized purchase card orders. Orders issued under this contract are effective upon the date identified within the task order or purchase card order.

Task or purchase card orders may be placed anytime over the contract period beginning with the award of the main contract vehicle.

When the Contractor receives a task or purchase card order, the Contractor shall communicate with the COR via email to confirm the details of the order, provide details of when the order processing will begin, when the order is to be shipped, and confirm the delivery date and Library shipping address.

The Contractor shall not submit IPP invoices for Purchase Card Orders.

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.13 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.14 LC52.233-1 52.233-1 (DEV) DISPUTES (MAY 2014)**

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

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

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

(End of Clause)

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

<b>ID Number:</b>	<b>Title:</b>	<b>Date:</b>	<b>Total pages:</b>
Attachment J1	Preservation Supplies Catalog and Pricing	12/7/2022	6 pages, excel
Attachment J2	Testing Criteria for Samples	12/7/2022	26 pages, pdf
Attachment J3	Samples Required for Testing	12/7/2022	1 page, pdf

## 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 (MAY 2022)

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

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

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

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

*Forced or indentured child labor* means all work or service—

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

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

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

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

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

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

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

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

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

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

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

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

*Sensitive technology*—

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

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

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

*Service-disabled veteran-owned small business concern—*

(1) Means a small business concern—

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

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

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

*Small business concern—*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

Line item No.	Country of origin

[List as necessary]

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

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

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

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

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

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

Line item No.	Country of origin

[List as necessary]

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

Other Foreign End Products:

Line item No.	Country of origin

[List as necessary]

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

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

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

Canadian End Products:

Line item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line item No.	Country of origin

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[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](mailto: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

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

#### L.1. General Instructions to Offerors

This section discusses general proposal submission instructions, proposal requirements, and information regarding the formatting of proposals.

#### L.2. Proposal Submission/Delivery Instructions

Offerors shall submit their proposal to Gail MacFarquhar, Contract Specialist, at gmac@loc.gov and to James Robinson, Contracting Officer, at jarobinson@loc.gov. Proposals are due no later than the closing date listed in Block 8 on the first page of this solicitation. Offerors must not submit zipped files. The email(s) containing the proposal must have the RFP number in the subject line (030ADV23R0019). The total maximum file size of all attached files on one email cannot exceed 20MB due to restrictions on the Library's email system. If needed, Offerors may submit multiple emails and must ensure they are clearly identified. Additionally, each volume of the proposal must include the solicitation number, Offeror's business name, mailing address, name of contact person, telephone number, and SAM UEI number.

#### L.3. Questions

Offerors are highly encouraged to submit questions regarding any aspect of the work or contract requirements before submitting a proposal. It is the Library's intention to award the contract without engaging in discussions/clarifications if possible, therefore Offeror's questions need to be addressed before the proposals are finalized.

Offerors shall submit their questions regarding this solicitation to the Contract Specialist at gmac@loc.gov and to the Contracting Officer at jarobinson@loc.gov. Questions are due no later than Friday, 1/20/2023 at 11:59 PM, Eastern Time. All questions and answers shall be provided to all potential Offerors, via posting Q&A documents to the solicitation, but the source of the questions will not be revealed. The Library reserves the right to answer or not to answer any questions received after this deadline.

#### L.4. Proposal Contents:

Any submitted proposals must contain the following separate volumes, as indicated:

**Volume One – All Non-Price Factors****Factor 1) Sample Products for Evaluation and Testing**

The Offerors shall submit for testing the sample products listed in Attachment J3 –*Samples Required for Testing*.

Product samples shall be sent to:

Ashley Greek

The Library of Congress, Madison Building

101 Independence Ave SE, LM-G38

Washington, DC 20540-4530

The testing of the products is destructive in nature. As a result, the samples shall not be returned. Offerors will not be compensated for the product value or shipping cost of the samples, even in the event of a full cancellation of this solicitation.

Offeror shall submit all samples shipment(s) to either Fedex, UPS, or USPS no later than the submission date shown in Block 8 of the solicitation. Offeror shall obtain tracking numbers for each package sent, and provide the Contract Specialist with all tracking numbers (via email to [gmac@loc.gov](mailto:gmac@loc.gov)) no later than the submission deadline shown in Block 8 of the solicitation.

**Factor 2) Knowledge and Resources**

Offeror shall submit a narrative project plan that provides its ability to manufacture and deliver specialized preservation housing supplies (rather than simple corrugated board or other very common commercially available products not optimized for long-term preservation), their ability to maintain adherence to unique product specifications, ability to source materials that meet the specifications, ability to meet shipment deadlines and coordinate multiple deliveries and products, and any additional knowledge and skills in the field of preservation supply manufacturing and delivery. The Offeror shall also provide the resume of the key personnel (Program Manager). This volume is limited to 15 pages, not including cover pages, tables of contents, and the resume.

**Factor 3) Shipping, Labeling, and Storage**

For the sample products sent in Factor 1, the offeror shall comply with all shipping, packaging, and labeling requirements as outlined in the Section C. Statement of Work.

**Factor 4) Past Performance**

The Offeror shall submit up to three past performance references for work substantially similar to this requirement. Past performance references must be limited to the past 3 years and be for federal contracts, state contracts, or private businesses. Please include current information regarding: 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 was of similar scope to the work requested under this solicitation. There is no page limit to the past performance section of the proposal.

## **Volume Two – Pricing Factor**

### **Factor 5) Pricing**

The Offeror shall complete and submit a separate the pricing volume in Attachment J1 – *Preservation Supplies Catalog and Pricing*. Offerors must submit unit pricing for all five ordering periods, for each item on the chart. In this spreadsheet the offeror shall provide how many units are included per carton, the total price of the carton, and the shipping price. The total price of the carton shall be the sum of the price of the carton and the shipping price per carton. Shipping shall not be reimbursed separately, and the Library shall only pay the total price per carton. The shipping price is being sought only for the purposes of price reasonableness.

Offerors must submit unit and extended prices for all items in Attachment J1- *Preservation Supplies Catalog and Pricing* in order to be considered for award. Unit prices shall be inclusive of all applicable direct costs, indirect rates, and profit. Any proposed discounts, if offered, should be clearly shown. Offerors must submit the pricing breakout for all five ordering periods.

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

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

(End of Provision)

## SECTION M - EVALUATION FACTORS FOR AWARD

### Section M - Evaluations

#### M.1 Competition Type:

The Library intends to award one IDIQ contract from this solicitation to the selected responsible contractor whose proposal represents the best value to the Government. This competition is being conducted in accordance with FAR Part 13.5. This is a Best Value Trade Off (BVTO) competition. In accordance with the procedures of FAR 13.5, the Library reserves the rights to seek clarifications to obtain additional information and/or to conduct negotiations with one or more offerors if deemed in the best interest of the Library.

#### M.2 Evaluation Factors

The following five (5) factors will be evaluated by the Library:

1. Sample Products for Evaluation and Testing
2. Knowledge and Resources
3. Shipping, Labeling, and Storage
4. Past Performance
5. Price

All evaluation factors all carry approximately the same level of importance. All evaluation factors other than price, when combined, are significantly more important than cost or price.

#### M.3 Evaluation Methods

##### Evaluation of Factor 1) Sample Products for Evaluation and Testing

The Library will evaluate the Offeror's solicitation samples (listed in Attachment J3, *Samples Required for Testing*), in accordance with the testing criteria detailed in Attachment J2, *Testing Criteria for Samples*. The full Library Specifications are published on the Preservation Directorate's webpage: <https://www.loc.gov/preservation/resources/specifications/index.html>,

however the specifications in Attachment J2, *Testing Criteria for Samples* include some revised details not yet published to the full Specifications at the link provided. The website Specifications are being updated. In case of

any discrepancy between the website Specifications and those provided in Attachment J2, the Attachment J2 Criteria shall prevail in the evaluation of samples.

The tests are destructive in nature, and thus, sample products shall not be returned. The Library shall test products to ensure they meet the Specifications.

### **Evaluation of Factor 2) Knowledge and Resources**

The Library will evaluate the Offeror's knowledge and resources, assessing the Offeror's understanding of the requirements and viability of their proposed plans and means for successful performance of the requirements identified in the Section C of this solicitation. The Library will evaluate the Offeror's likelihood of successful performance of the requirements demonstrated by the Offeror's expertise in providing preservation supplies, shipment deadlines, materials sourcing, and adhering to unique specifications. Offerors that simply repeat information contained in Section C may not be evaluated as favorably.

### **Evaluation of Factor 3) Shipping, Labeling, and Storage**

Due to how the Library stores its inventory and the systems in use, adherence to proper shipping and labeling is important. Therefore, the Library will evaluate the shipping, labeling, and packing lists of the Offeror's solicitation samples in accordance with the requirements outlined in C.3.4. The technical proposal to meet the requirements for Contractor Storage will be evaluated by the Library as described in the Statement of Work.

### **Evaluation of Factor 4) Past Performance**

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, including knowledge of performance on previous contracts. The contractor will be rated 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 assume the responsibility of correcting or investigating misinformation. If the information cannot be determined, or contains discrepancies, or is too vague, then it might not be evaluated.

### **Evaluation of Factor 5) Price**

The Library will evaluate prices for fairness and reasonableness. The Library will develop an internal estimate for quantities for each category in Attachment J1 – Preservation Supplies Catalog and Pricing. The Library will then multiply the Offeror's submitted unit prices with its estimated quantities to determine the Total Evaluated Price. The same estimated quantities will be used for each Offeror to ensure parity amongst the pricing.

**M.4 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 time of proposal submission per FAR 4.1102(a), your business might not be eligible to receive a contract from the Government unless other methods can be employed to determine responsible. Regardless, your business needs to be registered in SAM by the time of award. 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](https://www.fsd.gov/gsafsd_sp)."

**M.5 Other Information**

In accordance with the procedures of FAR 13.5, the Library reserves the rights to seek clarifications to obtain additional information and/or to conduct negotiations with one or more offerors if deemed in the best interest of the Library. The Library reserves the right to waive minor irregularities found in proposals. Under no circumstances shall proposal preparation costs be reimbursed as a result of this solicitation, including situation involving the full cancelation of this solicitation. An Offeror must be determined to be responsible to win this award. If an Offeror cannot be determined responsible, then they may be disqualified from the award despite any evaluations made on that Offeror.

End of Document