

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

1. REQUISITION NO. PAGE 1 OF 57

See SCHEDULE

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER 030ADV23R0030	6. SOLICITATION ISSUE DATE 02-02-2023
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME Adejuwon, Mojisola	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME 03-06-2023 12:00PM EST
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9. ISSUED BY Contracts and Grants Directorate Library of Congress  101 Independence Ave. SE LA 325 Washington DC 20540-9411	CODE 0300	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD:
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING N/A	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
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15. DELIVER TO See Section F for delivery instructions.	CODE DELIVERY	16. ADMINISTERED BY Contracts & Grants Directorate Library of Congress LA 325 101 Independence Av SE Washington DC 20540-9411	CODE 9411
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17a. CONTRACTOR/OFFEROR TELEPHONE NO. _____ UEI: _____ EFT: _____	CODE _____ FACILITY CODE _____	18a. PAYMENT WILL BE MADE BY Submit Invoices through <a href="https://www.ipp.gov">https://www.ipp.gov</a> Washington DC 20540  PHONE: _____ FAX: _____	CODE 9110
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17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  SEE ADDENDUM

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

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Adejuwon, Mojisola
30c. DATE SIGNED	31c. DATE SIGNED

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

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

This is a multiple award Indefinite Delivery/Indefinite Quantity (IDIQ) contract. Orders issued under this contract will be placed on a firm-fixed price basis.

**Minimum Amount:** the total amount of the order the Library is required to order and the Contractor is required to furnish as ordered, over the entire term of the contract, inclusive of the base period, and any option periods exercised. The total minimum amount of this IDIQ contract is \$15,000.00.

**Maximum Amount:** represents the total maximum amount that the Library may order and the contractor is required to furnish over the term of the contract inclusive of the base period, and any options exercised. The total maximum amount for the IDIQ contract is \$650,000.00.

(End of Clause)

### B.2 Supplies or Services and Price/Costs

**Price Schedule:**

Contractor shall provide rates for the Base Year and each Option Period for all deliverables listed on the IDIQ Price Catalog attached at Section J-3. The rates shall be used to establish pricing for orders placed under this contract.

(End of Clause)

### B.3 PRICE/COST SCHEDULE

**ITEM INFORMATION**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Visitor Study Services Contract Period: Base POP Begin: 05-22-2023 POP End: 05-21-2024 COMMODITY NAME: Visitor Study Services	1.00	Year	_____	_____

<b>0002</b>	1.00 Year	_____	_____
OPTION PERIOD 1: Visitor Study Services Contract Period: Option 1 POP Begin: 05-22-2024 POP End: 05-21-2025 COMMODITY NAME: OPTION PERIOD 1: Visitor Study Services			
<b>0003</b>	1.00 Year	_____	_____
OPTION PERIOD 2: Visitor Study Services Contract Period: Option 2 POP Begin: 05-22-2025 POP End: 05-21-2026 COMMODITY NAME: OPTION PERIOD 2: Visitor Study Services			
<b>0004</b>	1.00 Year	_____	_____
OPTION PERIOD 3: Visitor Study Services Contract Period: Option 3 POP Begin: 05-22-2026 POP End: 05-21-2027 COMMODITY NAME: OPTION PERIOD 3: Visitor Study Services			
<b>0005</b>	1.00 Year	_____	_____
OPTION PERIOD 4: Visitor Study Services Contract Period: Option 4 POP Begin: 05-22-2027 POP End: 05-21-2028 COMMODITY NAME: OPTION PERIOD 4: Visitor Study Services			
<b>GRAND TOTAL</b>			_____

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

### **C.1 Section C Descriptions and Specifications**

See Statement of Work attached at Section J-1.

(End of Clause)

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

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

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

(End of Clause)

### **D.2 LC52.211-1 DELIVERIES (APR 2015)**

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

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

(End of Clause)

## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 Section E General Acceptance Criteria

#### A – General Acceptance Criteria

Deliverables must be suitable for forwarding to executive management, which includes professional analyses free from grammatical and typographical errors, timely submitted with clear and concise information. General quality measures as set forth below shall be applied to each work product received from Contractor under this contract.

- (a) Accuracy – Deliverables shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- (b) Clarity – Deliverables shall be clear and concise. All diagrams shall be easy to understand and be relevant to the supporting narrative.
- (c) Consistency to Requirements – All deliverables must satisfy the requirements of the contract.
- (d) File editing – All text and diagrammatic files shall be editable by the Library.
- (f) Format – Deliverables shall be submitted as described in Section C and in other formats and media mutually agreed upon prior to submission. Presentation materials shall follow the COR specified directions. For presentations which will be provided to senior Library managers, the Contractor shall schedule a date and time with COR to occur no later than the date specified by the COR after the submission of the associated report.
- (g) Timeliness – Time is of the essence; therefore, deliverables shall be submitted on or before the due date specified in the contract or as described in assigned tasks.

#### B - Deliverable Formats

All written deliverable products shall be submitted electronically in either Microsoft Office or Adobe formats for the COR's review and comment.

#### C - Quality Assurance

The COR will review, for completeness, preliminary or draft documentation that the Contractor submits, and may return it to the Contractor for correction. Absence of any comments by the COR shall not relieve the Contractor of the responsibility to comply with the requirements of this contract. Any approval given during preparation of the documentation, or approval for delivery shall not guarantee the final acceptance of the completed documentation.

(End of Clause)

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 DELIVERIES OR PERFORMANCE

Deliverable Formats: All written deliverable products shall be submitted electronically in either Microsoft Office or Adobe formats for the COR's review and comment.

(End of Clause)

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

Place of Performance: At the Library of Congress and at Contractor's usual place of business.

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

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

Due to the COVID-19 pandemic, access to the Library's facilities is being restricted for the health and safety of all parties. On-site work under this contract shall not begin until the Contractor receives a notification from the COR or Contracting Officer to proceed with authorization to access Library facilities. Once the notification is obtained and access to Library facilities is granted, the parties agree to adjust the start and completion date of the contract (including option periods) if necessary to align with the notification to proceed date. The adjusted period of performance (including option periods) shall not exceed the number of days in total of the initial performance period as documented in Section B of this award. Any changes to the contract schedule or other terms must be in writing by a contracting officer.

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

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

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

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

(End of Clause)

## SECTION G - CONTRACT ADMINISTRATION DATA

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

This contract will be administered by:

Library Contracting Officer: Moji Adejuwon

Address: The Library of Congress, Contracts and Grants Directorate, 101 Independence Ave., S.E.  
Washington D.C. 20540-9414

Phone: 202-707-0400

Email: [moad@loc.gov](mailto:moad@loc.gov)

Library Contract Specialist: Ramon Samuel

Address: The Library of Congress, Contracts and Grants Directorate, 101 Independence Ave., S.E.  
Washington D.C. 20540-9414

Phone: 202-707-3086

Email: [rsamuel@loc.gov](mailto:rsamuel@loc.gov)

Library Contracting Officer Representative: TBD at Contract Award

Address:

Phone:

Email:

Contractor Contract Administrator: TBD at Contract Award

Address:

Phone:

Email:

(End of Clause)

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

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

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

(c) Upon termination, resignation or other event leading to a contract employee leaving duty under this contract, the Contractor is responsible for returning all Government identification, building passes, keys, and other Government

property issued to that employee. Failure on the part of the Contractor may result in the Contractor's liability for all costs associated with correcting the resultant breach in building security.

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

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

(End of Clause)

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

The Contractor must prepare and submit invoices electronically to: <https://www.ipp.gov>. The Contractor may submit payment requests using other than electronic means only when alternate procedures are authorized by the contracting officer in writing. Assistance is available via the IPP Help Desk via email at: [ippgroup@bos.frb.org](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).

(End of Clause)

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

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

(End of Clause)

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 LC52.204-6 SPEECH OR DEBATE CLAUSE PRIVILEGE NOTICE AND PROTECTION AGAINST DISCLOSURE (SEP 2017)**

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

(End of Clause)

### **H.2 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.3 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.4 LC52.204-1 COLLECTIONS SECURITY (DEC 2013)**

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

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

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

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

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

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

(End of Clause)

### **H.5 LC52.204-2 CONDUCT ON LIBRARY PREMISES (JUL 2021)**

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

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

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

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

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

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

(End of Clause)

## **H.6 LC52.204-3 INFORMATION SYSTEMS SECURITY (SEP 2018)**

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

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

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

(4) Mandatory IT Security Training. Contractor personnel must successfully complete mandatory information systems security training prior to use of or access to any of the Library's digital assets. The required training is available online at

<http://www.loc.gov/extranet/cld/>. Contractor staff with access to Library digital assets shall complete the information systems security training annually. The training is available on the Library intranet at: <http://www.loc.gov/staff/cld/>.

(End of Clause)

## **H.7 LC52.204-4 CONTRACTOR EMPLOYEE FITNESS (JAN 2022)**

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

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

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

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

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

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

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

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

(End of Clause)

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

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

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

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

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

(End of Clause)

## **H.9 LC52.239-4 SECTION 508 COMPLIANCE (JAN 2015)**

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

(End of Clause)

## **H.10 LC52.239-1 INFORMATION SECURITY (APR 2021)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

### **H.11 LC52.237-2 CONDUCT OF WORK (MAY 2015)**

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

(End of Clause)

### **H.12 LC52.237-1 KEY PERSONNEL (AUG 2014)**

The personnel designated as key personnel in this contract are considered to be essential to the work being performed hereunder. At least 30 days prior to diverting any of the specified individuals to other programs or contracts or as soon as possible if an individual must be replaced, for example, as a result of leaving the employ of the contractor, the contractor shall notify the contracting officer and identify proposed substitutions. No diversion or substitution shall be made by the contractor without written consent of the contracting officer.

The following personnel have been identified as Key Personnel in the performance of this contract:

Position/Labor Category	Name
Project Manager	
Project Manager (Alternate)	
Other Key personnel as designated by Contractor	

(End of Clause)

### **H.13 LC52.244-1 SUBCONTRACT NOTIFICATION (OCT 2016)**

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

(b) The following subcontracts are associated with this contract

Legal Name of Subcontractor	Type or Form of Subcontract	Description of the Supplies or Services	Subcontract Price

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

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

(d) Consent of the contracting officer *shall* be required prior to entering into a formal subcontract agreement under this contract.

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

(End of Clause)

## PART II - CONTRACT CLAUSES

### SECTION I - CONTRACT CLAUSES

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-3	GRATUITIES	APR 1984
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV 2021
52.232-25	PROMPT PAYMENT	JAN 2017
52.233-1	DISPUTES	MAY 2014
52.242-13	BANKRUPTCY	JUL 1995
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.245-9	USE AND CHARGES	APR 2012
52.245-1	GOVERNMENT PROPERTY	SEP 2021
52.227-17	RIGHTS IN DATA—SPECIAL WORKS	DEC 2007
52.243-1	CHANGES—FIXED PRICE ALTERNATE II (APR 1984)	AUG 2018
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) [Reserved]

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

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

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

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

(10) [Reserved]

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

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

(13) [Reserved]

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

- (ii) Alternate I (MAR 2020) of 52.219-6.
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
- (ii) Alternate I (MAR 2020) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (NOV 2016) of 52.219-9.
- (iii) Alternate II (NOV 2016) of 52.219-9.
- (iv) Alternate III (JUN 2020) of 52.219-9.
- (v) Alternate IV (SEP 2021) of 52.219-9.
- (18)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- (ii) Alternate I (MAR 2020) of 52.219-13.
- (19) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).
- (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (OCT 2022) (15 U.S.C. 632(a)(2)).
- (ii) Alternate I (MAR 2020) of 52.219-28.
- (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).
- (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- (26) (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (28) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2022) (E.O. 13126).
- (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (ii) Alternate I (FEB 1999) of 52.222-26.
- (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

### **I.3 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 05/22/2023 through 11/21/2028.

(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.4 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 \$500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$250,000.00;

(2) Any order for a combination of items in excess of \$500,000.00; or

(3) A series of orders from the same ordering office within five (5) 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 five (5) 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.5 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 11/21/2028.

(End of Clause)

## **I.6 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 anytime during the period of performance of this contract.

(End of Clause)

## **I.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor at least thirty (30) days prior to the expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

## **I.8 LC52.216-2 FAIR OPPORTUNITY (FEB 2020)**

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

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

If the order does not exceed the simplified acquisition threshold, the contracting officer need not contact each of the multiple awardees under the contract before selecting an order awardee if the contracting officer has information available to ensure that each awardee is provided a fair opportunity to be considered for each order. Otherwise, the contracting officer will issue a fair notice of intent to make a purchase (such as a request for proposal or request for

quotation) describing the required goods or services, stating the evaluation criteria, and requesting information to support evaluation and selection of an order awardee. Unless otherwise notified in the notice of intent to make a purchase, contractors will have five business days to respond.

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

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

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

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

[X] If checked, the provisions below apply to this order.

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

(End of Clause)

## **I.9 LC52.227-1 ASSIGNMENT OF COPYRIGHT TO THE LIBRARY OF CONGRESS (DEC 2001)**

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

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

(End of Clause)

## **I.10 LC52.228-70 INSURANCE REQUIREMENTS - WORK ON LIBRARY PREMISES (DEC 2014)**

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

<b>Type of Insurance</b>	<b>Minimum Amount</b>
Workmen's Compensation and all occupational disease	As required by State and local Law
Employee's Liability Insurance and all occupational disease when not covered by Workmen's Compensation above, per accident	\$100,000

General Liability Insurance (Comprehensive)	\$500,000
Bodily Injury, per occurrence	\$50,000
Property Damage, per occurrence	\$50,000

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

(End of Clause)

### **I.11 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.12 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.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

#### J.1 Section J List of Attachments

#	Title	Date	Pages
1	Attachment J-1 – IDIQ Contract Statement of Work	01/23/2023	7
2	Attachment J-2 – Visitor Study Task Order	01/23/2023	14
3	Attachment J-3 – IDIQ Contract Price Catalog	01/23/2023	2
4	Attachment J-4 – Task Order Price Schedule	01/20/2023	1
5	Attachment J-5 – Past Performance Questionnaire	01/20/2023	2
6	Attachment J-6 – Wage Determination (Culpepper, VA)	12/27/2022	11
7	Attachment J-7 – Wager Determination (Washington, D.C.)	12/27/2022	11

(End of Clause)

## PART IV - REPRESENTATIONS AND INSTRUCTIONS

### SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

#### K.1 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Provision)

## **K.2 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2022)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Sensitive technology—*

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

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

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

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

(1) Means a small business concern—

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

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

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

*Small business concern—*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) *Service-disabled veteran-owned small business concern.* [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.*] The offeror represents as part of its offer that—

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

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

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

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

(6) *WOSB joint venture eligible under the WOSB Program.* [*Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.*] The offeror represents that it  is,  is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.*]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iv) The terms “commercially available off-the-shelf (COTS) item,” “critical component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

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

[List as necessary]

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

[List as necessary]

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

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

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

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

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

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

Line item No.	Country of origin

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

Other Foreign End Products:

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

[List as necessary]

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

[List as necessary]

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

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

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

Canadian End Products:

Line item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line item No.	Country of origin

[List as necessary]

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

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

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

Line item No.	Country of origin

[List as necessary]

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

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

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

Other End Products:

Line item No.	Country of origin

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed end product	Listed countries of origin

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

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

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

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

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

(2)  Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

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

(5) *Common parent.*

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

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

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

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

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

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

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

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

### L.1 PROPOSAL SUBMISSION INSTRUCTIONS

#### L.1 Clarifications and Questions

To be considered all questions pertaining to the solicitation must be submitted in writing to Ramon Samuel at [rsamuel@loc.gov](mailto:rsamuel@loc.gov) with a copy to Moji Adejuwon at [moad@loc.gov](mailto:moad@loc.gov) no later than 12:00 Noon EST, February 16, 2023.

Questions received after this time may not be answered.

#### L.2 General Instructions to Offerors

A. All offers shall be submitted electronically via email to Ramon Samuel at [rsamuel@loc.gov](mailto:rsamuel@loc.gov) with a copy to Moji Adejuwon at [moad@loc.gov](mailto:moad@loc.gov), no later than the response date specified in this solicitation. Offerors must comply with the submission instructions specified within this solicitation.

**The Library has the right at its discretion to determine an offer is unacceptable for award if offeror does not comply materially with the submission instructions.**

#### Email submission instructions:

The email must include the solicitation number 030ADV23R0030 in the subject line. The maximum file allowed through the Library's email system is 20MB. If needed, offeror may send multiple emails but must ensure they are clearly identified. Offeror must not submit zipped or locked files. Offers submitted through Sam.gov will not be accepted.

**B. Proposal Format:** Proposals shall be submitted electronically in either Microsoft Office or Adobe formats. Each page must be numbered and labeled with the name of the offeror and solicitation number. The format for all documents is 8.5 x 11 inches pages, single-spaced, 1-inch margins, 12-point font in text.

Offeror shall submit a proposal package that includes two separate volumes as described below. **Each volume must include the solicitation number, company/firm's name, mailing address and UEI number and information for the firm's Point of Contact and the potential Contractor Contract Administrator.**

- 1) Volume 1: Technical Proposal (*Offeror shall not include price or price related information in this volume.*)
- 2) Volume 2: Price Proposal

**C. Content of Proposals:** Offeror must submit a proposal package that includes two separate volumes as described below.

Each file must include the solicitation number and UEI number.

## **1. Volume 1 – Technical Proposal**

The Technical Proposal shall address all requirements of the solicitation and must not refer to or include price. Offeror shall provide information for Indefinite Delivery/Indefinite Quantity (IDIQ Contract) and Order as specified in each section.

### **Technical Factors:**

#### **A. Technical Approach – IDIQ Contract (Attachment J-1)**

(i) Offeror shall provide a narrative describing its approach for fulfilling the requirements in the Statement of Work (SOW) attached at Section J-1 (IDIQ Contract SOW). The narrative must show a thorough understanding of the requirements of this solicitation. In this section, offeror must respond sequentially to each paragraph.

Offeror must not simply restate the Statement of Work. Offeror's proposal may be determined to be non-responsive or unacceptable if offeror simply restates the Statement of Work.

#### **B. Technical Approach – Visitor Study Task Order (Attachment J-2)**

(i) Offeror shall provide a narrative describing its approach for fulfilling the requirements in Section C - Statement of Work (SOW) in Attachment J-2 (Visitor Study Task Order ). The narrative must show a thorough understanding of the requirements of this solicitation. In this section, Offeror must respond sequentially to each paragraph and include a level of effort needed to meet the requirements in order's statement of work.

Offeror must not simply restate the Statement of Work. Offeror must show a thorough understanding of the requirements of this solicitation. Offeror's proposal may be determined to be non-responsive or unacceptable if offeror simply restates the Statement of Work.

(ii) Offeror shall provide a draft Project Plan. The draft Project Plan shall describe how offeror will provide the services required in the Order's SOW (Attachment J-2) and a timeline for the provision of services.

(iii) Offeror shall provide a Management and Staffing Plan for the provision of services described in the SOW for the order attached at Section J-2. The Management and Staffing Plan must include proposed staff and subcontractors (if applicable) and explain major responsibilities for personnel.

(iv) Offeror shall provide resumes for the Key Personnel proposed to work on the order. The resumes must demonstrate that Key Personnel meet the requirements stated in the SOW for the order attached at Section J-2.

(v) Offeror shall provide a draft Training Plan. The draft Training Plan shall describe offeror's reasoning for determining the length of each training session and offeror's training method used to fulfill the requirements of the order.

#### **C. Corporate Experience – IDIQ Contract**

(i) In this section, Offeror shall provide at least three (3), but no more than five (5), examples of relevant and recent projects completed within the last five (5) years that demonstrate Offeror has experience providing services described in Section C – SOW of the IDIQ contract for organizations comparable in size to the Library of Congress, such as major museums or cultural institutions.

For each example, Offeror shall provide customer's name, describe the specific types of services provided, date(s) of performance and total dollar amount of the contract and the information must be clear as to whether the work was

performed as the prime or subcontractor. Offeror must demonstrate how offeror's experience providing the services described for each effort shows offeror is capable of providing the services identified in this solicitation.

(ii) Offeror shall provide a narrative explaining how offeror resolved any problems encountered during the performance of the services for the projects.

(iii) If offeror is proposing subcontracting, offeror shall provide relevant and recent experience (not more than five (5) years old projects for the subcontractor(s) for the services that will be provided by subcontractor

(iv) If subcontracting is contemplated, Offeror shall describe offeror's experience managing subcontractor(s) and how the relationship provided quality services to the customer.

#### **D. Management Staffing Approach – IDIQ Contract**

(i) Offeror shall provide a management and staffing plan, which must include an organizational chart that includes all personnel (including titles) and subcontractors, and explain major responsibilities for personnel and subcontractors that will be provided for this contract. The management and staffing plan shall show the quality control aspects for the execution of the contract, lines of authority and relationships with subcontractors, if applicable. The management and staffing plan must clearly describe proposed staff, subcontractors and how the contract will be effectively managed. The information must demonstrate offeror's current capacity to provide services required under the contract.

(ii) Offeror shall provide resumes for the Key Personnel proposed to work on this contract. The resumes must demonstrate that Key Personnel meet the requirements stated in the SOW for the IDIQ contract attached at Section J-1.

(iii) If subcontracting is contemplated, offeror shall provide information for all work that will be subcontracted under this contract and provide information on how offeror will manage the subcontractors.

(iv) Offeror shall provide a narrative on how offeror will manage staffing and communications with their own staff, subcontractor staff, Library staff, sponsor staff and on-air participants, in light of the parties' varying schedules and multiple commitments. Offeror shall describe its approach to handling challenges that may be encountered as a result.

(v) Offeror shall provide a sample communications plan that demonstrates how Offeror plans to effectively communicate to appropriate stakeholders through the planning and execution of virtual events, including response planning, routine communication, and risk communication.

#### **E. Past Performance – IDIQ Contract**

For each of the customers provided in the Corporate Experience section above, offeror must provide the data below.

Blind Customer Feedback: Offeror shall send the blind past performance questionnaire J-5 Past Performance Questionnaire to the customers referenced above in the Corporate Experience section. Offeror must ensure that the form is completed and returned directly to Ramon Samuel at rsamuel@loc.gov with a copy to Moji Adejuwon at moad@loc.gov by the solicitation closing date and time.

Forms received late or submitted directly to the Library by the offeror will not satisfy the requirement for blind customer information and will not be accepted.

### **2. Volume 2 - Price Proposal**

(a) IDIQ Price Catalog: Offeror shall complete the Price Catalog at Attachment J-3 by providing prices for each deliverable and labor category for the base year and each option year.

(b) Order Price Schedule: Offeror shall read the Visitor Study Task Order Statement of Work at Attachment J-2 and provide firm fixed prices for the deliverables listed in Attachment J-4. Offeror shall also provide details for how prices were derived for each deliverable, including services, labor categories and required hours.

(c) SF 1449: Offeror shall provide a signed copy of the SF 1449 and return signed amendments to confirm offeror has read and agrees to comply with the terms and conditions of the solicitation. Signed amendments must be included within the Price Proposal.

(d) Amendments: Offeror shall acknowledge receipt of amendments to confirm offeror has read the amendments and agrees to comply with the terms and conditions of the solicitation.

(e) Representations and Certifications – Section K of this solicitation.

(End of Clause)

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

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

(End of Provision)

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

## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1 EVALUATION FACTORS FOR AWARD

#### A. General Information

The Library will evaluate offers as described below:

(a) Evaluation and award will be in accordance with FAR 13.5 procedures at FAR Subpart 13.106-2, Evaluation of Quotations or Offers as prescribed by FAR 12.301(c)(2). Selection of the company to perform services under this contract will be based on the Library's assessment of the overall best value to the Library. The Library reserves the right to evaluate proposals in accordance with FAR 52.212-1(g) if it is determined to be in the best interest of the Library. The Library reserves the right to hold exchanges with one, some or all the offerors.

#### B. Proposal Evaluation

(a) Best value will be determined through an integrated evaluation of the following factors, listed in descending order of importance:

- (1) Technical Approach – IDIQ
- (2) Technical Approach – Task Order
- (3) Corporate Experience
- (4) Management and Staffing Approach
- (5) Past Performance
- (6) Price

All non-price factors when combined are significantly more important than price.

**1) Technical Approach - IDIQ Contract:** The Library will evaluate the extent to which Offeror's proposal illustrates an understanding of the Library's requirements described in Section C (Statement of Work) of Attachment J-1, the feasibility of offeror's proposed approach, and likelihood of exceptional contract performance.

**2) Technical Approach – Task Order:** The Library will evaluate the extent to which offeror's proposal illustrates an understanding of the Library's requirements described in Section C - Statement of Work attached at Section J-2 (Visitor Study Order), the feasibility of offeror's proposed approach, and likelihood of exceptional contract performance. The Library will evaluate the comprehensiveness of the proposed draft Project Plan and Management Staffing Plan for the order. The Library will evaluate the draft Training plan to assess the degree of understanding of the work and feasibility of fulfilling all the requirements of the order. The Library will evaluate the resumes of proposed Key Personnel and staff (and applicable sub contractors' information) as to determine if they are qualified to provide services required in this solicitation and likelihood of successful contract performance demonstrated through recent experience performing services of similar size, scope and complexity.

**3) Corporate Experience – IDIQ Contract:** The Library will evaluate the projects provided as to how well they demonstrate offeror has the expertise to provide the services required in this solicitation, demonstrated through experience performing work of similar complexity for organizations similar in size to the Library of Congress.

**4) Management Staffing Approach – IDIQ Contract:** The Library will evaluate the comprehensiveness of offeror's proposed Management and Staffing plan to assess the likelihood of meeting the requirements of this solicitation and successful contract performance, the availability of resources to support the services identified in Section C of this solicitation and ensure quality standards are met. The Library will evaluate the resumes of proposed Key Personnel and staff (and applicable sub contractors' information) as to determine if they are qualified to provide services required in this solicitation and likelihood of successful contract performance demonstrated through recent experience performing services of similar size, scope and complexity.

**5) Past Performance – IDIQ Contract:** The Library will evaluate the past performance information submitted to assess the level of risk of offeror's ability to successfully perform the contract. The Library may review the answers provided in the Past Performance Questionnaires and records contained in the Contract Performance Assessment Reporting System (CPARS) to assess the likelihood that the offeror can successfully perform the required work. The Library reserves the right to contact and use information provided by the references and any other sources.

Offeror will be evaluated neither favorably nor unfavorably for past performance if no relevant past performance information is provided by the offeror nor obtained by the Library.

**6) Price:**

**(a) IDIQ Contract Price:** The Library will analyze the prices proposed for the IDIQ contract Price Catalog in Attachment J-3 to ensure the prices are fair and reasonable.

**(b) Task Order Price:** The Library will add the total prices for the deliverables for the Task Order Price Schedule (Attachment J-4) to establish a total evaluated price (TEP). The Library will assess the reasonableness of the proposed price for each deliverable and the TEP to determine if the pricing reflects a clear understanding of the requirements of the order and to ensure the prices are reasonable. The Library will compare the prices in the Order Price Schedule (Attachment J-4) to the IDIQ Contract Price Catalog (Attachment J-3) to ensure prices are consistent, including discounts offered.

**7)** A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Library may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Clause)

End of Document