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SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1.00	LOT		
	Data analysis model development in accordance with Section C. Payment under this CLIN shall be based on acceptance of deliverables identified in the payment schedule in section G. Contract Period: Base POP Begin: 09-16-2024 POP End: 09-15-2025				
0002		10.00	MO		
	Separately Priced Option for hosting services in accordance with Section C.3.10. Payment under this CLIN shall be based on acceptance of deliverables identified in the payment schedule in section G. Note: This option may be exercised unilaterally pursuant to FAR Clause 52.217-7 as incorporated in this contract. The Period of Performance may be adjusted at the time of option exercise to reflect actual 10-month period of performance. Contract Period: Option 1 POP Begin: 11-16-2024 POP End: 09-15-2025				
0003		5.00	EA		
	Separately Priced Option for transition from external hosting to CRS designated hosting environment in accordance with Section C.3.11. Payment under this CLIN shall be based on acceptance of deliverables identified in the payment schedule in section G. Note: This option may be exercised unilaterally pursuant to FAR Clause 52.217-7 as incorporated in this contract. The Period of Performance may be adjusted at the time of option exercise to reflect actual 10-month period of performance. Contract Period: Option 1				

POP Begin: 11-16-2024

POP End: 09-15-2025

GRAND TOTAL _____**B.2 LC52.212-2 SUPPLEMENTAL LICENSE AGREEMENTS (JUL 2017)**

The Library does not agree to licensing agreements or any other provisions that attempt to: (1) replace an order as the governing contract; (2) establish new or supplemental payment terms; or, (3) affect the legal relationships of the parties. Notwithstanding any clauses in this contract or order, or the contractual vehicles against which the order is placed, that establish order of precedence, the rights and obligations provided by this contract or order take precedence over the rights and obligations set forth in any licensing agreements provided to the Library.

The Library's incorporation of a licensing agreement into this contract or order excludes all terms of the licensing agreement that contravene, modify or conflict with the terms of [36 C.F.R. 701.7](#) available at: https://www.ecfr.gov/cgi-bin/text-idx?SID=87a865ce2bd109313a951a3d477895d8&mc=true&node=se36.3.701_17&rgn=div8.

(End of Clause)

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

This is a Firm-Fixed-Price contract.

(End of Clause)

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

1. OVERVIEW/ BACKGROUND.

As a service unit of the Library of Congress, the Congressional Research Service {CRS} works exclusively for Congress to perform research, analysis, consultations, and a wide range of services that inform Members of the House and Senate on legislative issues. In recent years, Congress has taken an interest in CRS performing more data driven analysis including analysis utilizing large data sets and improving the timeliness and efficiency of the analysis. CRS is looking to enhance its existing data analytic capabilities to include consideration of artificial intelligence, machine learning, or other data science (DS) methods. A principal function of the Congressional Research Service is to provide Congress with accurate, authoritative information and with nonpartisan, objective analyses.

As an initial step, CRS identified the following objectives for a data analysis program.

- **Objective 1: Interpret and assess analytic methods.** Enhancements should enable CRS analysts to recognize, evaluate, and interpret studies in their field, especially those that use artificial intelligence, machine learning, or other data science (DS) methods.
- **Objective 2: Identify, apply and use quantitative methods:** Enhancements should enable CRS analysts to apply quantitative methods in their work responding to Congressional requests. This would include identifying available data and methods, running code developed by others, and developing new models and tools specifically tailored for CRS needs. These models and tools may require application of both traditional and new data science quantitative approaches.
- **Objective 3: Maintain existing services.** Ensure enhancements to capabilities do not interfere with the ability to efficiently respond to congressional requests in a timely manner and maintain a standard of authoritative and objective analysis.

CRS's research structure is divided into five topical Divisions and one support group:

- American Law Division
- Domestic Social Policy Division
- Foreign Affairs, Defense and Trade Division
- Government and Finance Division
- Resources, Science, and Industry Division
- Knowledge Services Group

Each organization has a different focus and would benefit from data analysis in different ways. It is anticipated that during the course of the contract, models shall be developed to assist many of the offices.

CRS's core values must be considered in any tools developed under this contract:

- Confidentiality
- Objectivity
- Non-partisanship
- Authoritativeness
- Timeliness

In FY 2023, CRS initiated a pilot to develop 5 web-based data models as a proof of concept. These models primarily support the Domestic Social Policy Division, Foreign Affairs, Defense and Trade Division and administrative activities.

2. SCOPE

The contractor shall explore and recommend possible solutions and spearhead the development of permanent, scalable, and modifiable cloud based or laptop tools and models to support the quantitative analytical requirements of CRS. Additionally, the contractor shall provide educational tools for informing and teaching staff about advances in data technology in the market.

3. REQUIREMENTS

The contractor shall support enhancements and a greater application of data science tools to analyze data sets, including big data sets, and also leverage those tools to improve responsiveness and efficiency.

All work for which the Library takes responsibility must therefore be free of advocacy, unbiased, accurate, and utilize objective citing, as appropriate. All work must present the assumptions and arguments for all sides of an issue, including their strengths and weaknesses. Throughout the contract all statements of fact must be documented, all data must be attributed, and all opinions and conclusions must be so indicated.

There is to be no release or publication of work or dissemination of any information relating to or materials or products developed under the terms of this Contract without prior written authorization of the Director of CRS. The requests received by the Congressional Research Service from congressional offices and materials received in response to such requests are confidential and are not to be

disseminated without prior authorization of the Director either during or after the period covered by this Contract.

3.1 KICK-OFF MEETING

Kick-off Meeting shall be held to introduce the contractor and project team members. The meeting shall be used to disseminate key information in order to understand the project background, what success looks like, and the requirements for success. The Kick-off Meeting shall be held within 5 days of contract award.

3.2 PROJECT PLAN

The contractor shall provide a project plan to include scope, assumptions, constraints, dependencies, project deliverables and project milestones. The project plan shall include all necessary requirements and a proposed architecture to create and implement quantitative tools and modeling in both on site and cloud-based format.

3.3 MONTHLY STATUS REPORTING

The contractor shall provide a written monthly status report to the COR and CRS Data Steering Committee, including updated schedules, accomplishments, expected work during the upcoming month, risks/issues, as well as proposed solution(s) to be addressed by the Library COR.

3.4 TRAINING SESSIONS

The contractor shall provide periodic trainings and workshops to approximately 25-50 CRS-designated attendees. Trainings shall be approximately 4 hours each and may be recorded. Sessions may be recorded to be used as a resource for CRS staff via an intranet. Recordings made as part of this contract shall become property of the Library of Congress and contractor shall not provide them to other entities without prior written approval by the Library. Training shall be in a hybrid format: an on-site component with remote capability for virtual attendance. Trainings and workshops shall occur on a frequency of no less than monthly after a 30-day phase-in period. Training sessions shall be targeted to different levels of user experience and skill. Continuing education shall be provided to retain and continuously develop quantitative analysis skills, including both conventional and newer analytical methods, with a focus on representative applications of these tools to CRS's analytical work for our clients. Training topics shall be proposed by the contractor to the steering committee and the steering committee will review and accept, reject, or request changes to the topic within 10 business days.

3.5 CRS-WIDE QUARTERLY FORUMS/SEMINARS

The contractor shall enhance internal communication and collaboration by delivering and facilitating quarterly CRS-wide seminars with contractor employees that may be internal or external experts to share quantitative policy analysis methods and findings. Each forum shall be approximately 2 hours each and attendance will be capped at 150 participants. Forums may be recorded to be used as a resource for CRS staff via an intranet.

Recordings made as part of this contract shall become property of the Library of Congress and contractor shall not provide them to other entities without prior written approval by the Library. The contractor shall propose two or more forum topics in writing as part of their proposal, and no less than 6 weeks before the other anticipated quarterly forum dates. Topic proposals shall be submitted to the COR. The Government will review and approve/reject topics within 10 days of submission. Topics shall be solidified with the steering committee a month before presentation.

3.6 REPORTING ON EXTERNAL DATA ADVANCES

The contractor shall monitor quantitative analysis trends related to policy issues, and using applicable new methods, including machine learning/ artificial intelligence. This shall include periodically scanning analytic products and analysis from policy research organizations and other public and or private entities. Findings and recommendations based on these activities shall be shared with the steering committee at least twice a year. Contractor shall present findings and recommendations verbally in meetings and documented in email form.

3.7 CREATION OF DATA MODELING TOOLS

Contractor shall identify, develop, and put into production 5 models and/or tools of varying levels of complexity, as described in the following paragraphs. The contractor shall consider CRS's currently available data, tools and architecture, as well as, what is available in the broader marketplace to support quantitative analysis and modeling for policy analysis. The contractor shall include optimal and alternative approaches. Tools that allow linking across data sets or analysis to a more granular level, such as the Congressional district or demographic characteristic, are of interest to CRS and should be considered. The models/tools to be developed and the optimal tools to support them, shall be presented to the steering committee for approval no later than 4 months after contract award and work shall begin immediately after approval.

Tools shall be functional in an AWS production environment by the end of contract. Deployment of models may be staggered, but all models shall be developed within 9 months of contract award to allow for staff to work with contractor to fully understand the tool.

Any tools created as part of this contract shall become property of the Library of Congress and contractor shall not provide them to other entities without approval by the Library.

Model 1—Text Analysis of Public Comments on Regulations.gov

Regulations.gov is a site where the US Federal government posts and collects information about proposed Federal regulations and other related documents. The contractor shall create a model that shall provide information on overall user sentiment, analysis of key words, and provide a way to represent large amounts of data in a compressed, but understandable fashion. The intended output is one that would allow CRS to show Congress how the commenters are responding to the proposed items found on the site.

Model 2—Individual Income Tax Calculator

The Policy Simulation Library has a Tax-Calculator. The contractor shall use that tool (or a similar creation) and customized it to allow for the other aspects of the model to be modifiable to allow analysis of a greater number of impact analyses on different tax proposals. This additional flexibility would allow CRS to provide Congressional stakeholders with more information on changes to the tax code.

Model 3—Health Insurance Pricing Analysis and Dashboarding

Health insurers are required by law to disseminate information to provide the public with transparency in coverage, including the rates insurers pay doctors, hospitals, and other providers for services. CRS has developed a system to ingest, store, and query health insurance pricing information. The contractor shall provide CRS with the tools and support necessary to conduct analysis of the data and extend the model functionality. This includes automating the refreshing of data as health insurers publish new information and automating unnesting of data into a tabular format. The contractor shall provide technical advice regarding conducting statistical analysis in the AWS environment such as choosing and installing statistical tools such as Python and R and their packages in the AWS environment and configuring the tools to efficiently conduct analysis on the big data stored in the data base.

The contractor shall also assist with creating tools to visualize the data. The contractor shall connect the data residing in the system with data visualization tools, such as Tableau. The contractor shall also construct web-based dashboards using health insurance pricing data, showing price variation in medical services for individual insurers and across health insurers. The dashboards shall also show trends in health insurance pricing and price variation. The contractor shall provide CRS with training to maintain, modify, and extend these dashboards.

Model 4—Student Loan Calculator Analysis and Dashboarding

CRS has a model that utilizes Python to simulate outputs based on key outcome measures (e.g., dollars paid, dollars forgiven) for user-inputted borrower scenarios under various existing and proposed repayment plan options. CRS is looking to expand the model to include the ability to adjust all parameters within and across income driven repayment plans.

The contractor shall provide technical advice regarding conducting statistical analysis in the AWS environment to include suggestions of other tools or configurations that would improve the tools usefulness.

The contractor shall also assist with creating tools to visualize the data. The contractor shall connect the data residing in the system with data visualization tools, such as Tableau. The contractor shall also construct web-based dashboards. The dashboards shall show trends in the data and how different inputs change outcomes.

Model 5—DOD Budget Justifications Q&A Portal

CRS has a model that pulls together input from many DOD budget. CRS would like the contractor to expand upon the functionality of this model. Specifically, the contractor shall use technology to create an interface that allows users to ask questions about various aspects of the data, such as military branch specifics and fiscal year specifics, and the model shall return answers/data to answer the initial questions.

3.7.1 GUIDES, INSTRUCTION AND COACHING ON USING TOOLS

The contractor shall provide expert support to research divisions to provide user assistance for quantitative analytical tools and models, including tools deployed on site and cloud based. Once tools are deployed, the contractor shall conduct a training on using the tool and create documentation that can be accessed by staff to understand the usage of the tool. The contractor shall expect to provide tailored, personal user support for CRS personnel utilizing deployed tools. Interactions with employees would be expected on a daily basis.

3.8 SUGGESTION OF FUTURE MODELS

Six (6) months before the end of the contract the contractor shall deliver to the steering committee a list of new tools or enhancements of an equivalent level of effort to those describe in 3.7 that CRS may want to pursue next. The contractor shall tailor subsequent recommendations and deliverables to accommodate the largest tranche of users, while maintaining scalability to maximize different user abilities. These could include dashboard development and interactive graphics. No less than six (6) proposals shall be offered and shall include relative levels of effort, size of data storage, and impact levels.

3.9 COACHING AND SUPPORT ON 5 EXISTING DATA MODELS

During FY 2023-2024, 5 data models were created under contract LCCRS23P0004. The incumbent contractor will be onsite to support the models created under the aforementioned contract until late January 2025. The awardee resulting from solicitation 030ADV24R0053 must provide a transition plan to take over support of the previously created models by the end of January. The tools that require ongoing support from LCCRS23P0004 are described in text below—

1. Department of Defense (DOD) Budget Justifications

Data tool extracts text linked to specific relevant lines of spending in DOD and military services released annual budget justification documents (PDFs and spreadsheets). The data tool extracts text linked to the relevant line of spending to allow for queries to put together spending over time and across accounts, services, or other dimensions. The tool allows for rapid extracts related by keywords and equivalence classes.

2. Historic Appropriations - Department of State and Foreign Operations (SFOPS):

Tools create a large database that tracks SFOPS appropriations by account and legislative vehicle over a significant period of time. Tool functionality includes the ability for CRS to create an extended timeseries version of the appendix. Database has the ability to link account names and bill structures that may have changed over time and across legislation.

3. Workforce Information Systems

Data tool imports data from Empower personnel records and combines it with CRS specific information (such as CRS job titles) to populate records used in the Consolidated Database for products. The tool is a cloud-based database that returns queries in a number of formats (e.g., excel .csv and data visualization).

4. Student Loan Calculator Project

Tool is coded to efficiently model case simulations of key outcome measures (e.g., dollars paid, dollars forgiven) for user-inputted borrower scenarios under various existing and proposed repayment plan options. Tool models a highly complex set of policies and procedures and produces tables and visualizations that can be distributed to congressional clients.

5. Health Insurance Pricing Project

The model compiles and makes available for analysis, data from a public web site, containing in network rates for covered items and services, which insurers are required to populate by Federal law. The data sets are large and frequently updated.

Contractor shall become familiar with the preceding models, keep the models in working order, and help CRS with ingestion of new data sets if that becomes necessary.

3.10 HOSTING TOOLS--OPTION

The contractor must be prepared to provide hosting for their solution. CRS employees must have web-based access to the tools and datasets. Hosted sites must provide security that meets the Library's security standards as identified in this contract at LC52.204-3 and LC52.239-1 through LC52.239-5. Contractor shall be prepared to host model until the end of the contract period or when LOC makes the decision that the internally hosted models are ready to be deployed into production.

Hosting must be FEDRAMP certified: Moderate level.

3.10.1 Hosting Services Service Level Agreements

Hosting Services shall be available **99.5%** of the time outside of planned outages and scheduled maintenance windows. Outages caused by external factors outside of the vendors control are also excluded from the calculations.

Incident response to include notification and resolution OLA's and SLA's for each incident prioritization level shall meet the targets in the following table.

Incident Response Operating Level and Service Level Agreements

Priority	Acknowledgement Response Operating Level Agreement (OLA)	Update Status Frequency Service Level Agreement (SLA)	Target Resolution SLA	% Incidents Resolved within SLA
High	30 minutes	30 minutes	2 hours	90%
Medium	1 hour	1 hour	4 hours	90%
Low	2 hours	2 hours	8 hours	90%

3.11 TRANSITION FROM EXTERNAL HOSTING TO LIBRARY HOSTING-OPTION

To the extent that the contractor has created tools hosted external to the library, the contractor shall assist the Library in transitioning the tools to the Library's infrastructure or cloud environment. This option may be exercised one time during the contract. This option shall transfer all models/tools currently in use, up to a maximum number of five (5) tools deployed over the course of the contract. Contractor shall be prepared to help set up the LOC mirrored environment and participate in testing to ensure that the new environments are secure and fully functional.

Upon completion of the transfer based on the LOC timeline, hosting with the contractor shall cease, all hosting shall be managed by the Library for the remainder of the contract. The contractor shall provide pricing for this option so that it can be exercised within 60 days prior to the end of the contract.

3.12 TRANSITION

The Library shall require a transition period to occur at the beginning and end of the contract from the incumbent contractor to the newly awarded contractor. The Library plans to provide four weeks overlap between contractors to review any applicable Standard Operating Procedures (SOPs) or training guides. The incumbent contractor will provide support until the new contractor has access to Library systems and has conducted an initial meeting with Library personnel. After that point, the newly awarded contractor shall perform required support and the incumbent contractor will perform contract closeout activities under their respective contract, including returning any government furnished property and information

to the Library. The project manager for the incumbent contractor will be available for questions until the end of its period of performance.

4. CONTRACT PERFORMANCE

4.1 SCHEDULE OF EVENTS/DELIVERABLES

Paragraph reference	Description of Event/Deliverable	Due date
3.2	Draft Project Plan	Due with Proposal
3.1	Kick-off meeting- review draft project plan	5 days after contract award
3.2	Final Project Plan/Update Project Plan	Within 2 weeks of POP start date
3.3	Deliver monthly status reports to the steering committee	By the 5th of each month
3.4	Training and workshops for staff	Monthly
3.5	Quarterly Forums	Quarterly
3.6	Report on activities of other organizations in the field of data science.	Twice yearly. 90 and 270 days after POP start date
3.7	Present tools/models to be developed to steering committee for approval	4 months after POP start date
3.7	5 Data Models	Within 270 days of POP start date
3.7.1	Support for using tools	Initiated upon deployment of at least one new model until end of contract

3.10--OPTION	Hosting of Models	Available when creation of data models begins
3.8	Present future tools/models to the steering committee	6 months after POP start date
3.9	Coaching and support on 5 existing data models	Beginning at the onset of the contract and use the first 3 months to understand the models.

4.2 QUALITY CONTROL

The contractor shall develop and maintain an effective quality control program (QCP) to ensure services are performed in accordance with this contract. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which it assures itself that its work complies with the requirement of the contract.

The QCP shall provide assurance that the models and tools developed or used by CRS shall first be shown to provide reproducible, accurate and verifiable results by the use of test data, known test cases and other validation. The contractor is responsible for demonstrating and ensuring the accuracy, authoritativeness, and objectivity of provided and recommended tools and models.

The QCP shall be delivered to the steering committee within 30 days of the start of the contract. After acceptance of the quality control plan the contractor shall receive the contracting officer's acceptance in writing of any proposed change to its QC system.

4.3 PLACE OF PERFORMANCE.

Work will primarily be performed at the contractor's facility but contractor personnel may be required by the COR to come to work on-site at the Library's facility. On-site work will be performed at the James Madison Building of the Library of Congress, 101 Independence Avenue SE, Washington DC 20540.

4.4 GOVERNMENT FURNISHED PROPERTY

Government furnished property includes laptops, access to existing software and development environment.

5. SPECIAL QUALIFICATIONS

All contractors must be US citizens. All contractors must pass a background check. All contractors must have the specialized knowledge, skills, abilities and educational background to successfully accomplish the tasks required by their position within the scope of this contract.

5.1 KEY PERSONNEL

The following positions are considered key personnel:

Program Manager

The contractor shall provide a program manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The program manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The program manager or alternate shall be available between 8am and 430pm Monday thru Friday except Federal holidays or when the government facility is closed for administrative reasons.

The Program Manager

Shall have an advanced degree in Data Science, or equivalent work experience, and have the knowledge, skills, and abilities necessary to manage and direct the activities of three data teams in support of the requirements of this contract, including but not limited to:

- Master's degree or higher in Operations Research, Industrial Engineering, Applied Mathematics, Statistics, Physics, Computer Science, or related fields
- 5-7 years of professional experience
- Proficient with one or more programming languages (Java, C++, Python, R, etc.)
- Demonstrated experience applying data science methods to real-world data problems
- Experience utilizing visualization tools to take advantage of the growing volume of available information

Data Scientist

- Degree in data science, applied mathematics, computer science or related fields
- Knowledge of relevant quantitative analysis software (SAS, Stata, R, Python)
- Experience with use of large cross-sectional and time series data
- Advanced analytical knowledge of data
- Experience conducting big data analysis
- Knowledge of data conditioning
- Programming and advanced computing
- Developing algorithms, software and data models
- Building and executing predictive analytics

Software Engineer

- Bachelor's and/or Master's degree in Computer Science, Computer Engineering or related technical discipline
- 3+ years of professional software development experience
- Application architecture and design patterns

- Experience serving as technical lead throughout the full software development lifecycle, .from conception, architecture definition, detailed design, scoping, planning, implementation, testing to documentation, delivery and maintenance is preferred
- Knowledge of professional software engineering and best practices for the full software development life cycle, including coding standards, code reviews, source control management, build processes, testing, and operations
- Expertise in cloud-based applications, how to use web services efficiently.
- Experience with Microsoft 365 office and productivity tools
- Experience with Microsoft cloud-based data tools
- Proficiency in object-oriented design Analyzing information
- General programming skills
- Experience in Software design, debugging, documentation, testing, & problem solving

Digital Interface/Data visualization specialist

- Degree in digital graphic design or data visualization (or equivalent experience)
- Expertise in beginner friendly software such as Tableau as well as more customizable software such as D3.
- Expertise in graphic design and multimedia support
- Experience in developing digital interface products such as dashboards, interactive graphic tools, and interactive user interface
- Expertise in development of optimal user experience design products.
- Demonstrated ability to critically analyze technical advantages and limitations of various formats, styles, media, and methods of information reproduction.

SECTION F - DELIVERIES OR PERFORMANCE

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

Place of Performance: See section C.4.3.

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

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

(End of Clause)

SECTION G - CONTRACT ADMINISTRATION DATA

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

This contract will be administered by:

Library Contracting Officer: Fekete, Loren

Address: Contracts & Grants Directorate

Library of Congress

LA 325

Washington DC 20540-9411

Phone: (202) 961-5312

Email: lfekete@loc.gov

Library Contract Specialist: Davis, Austin

Address: Contracts & Grants Directorate

Library of Congress

LA 325

Washington DC 20540-9411

Phone: (202) 707-1050

Email: audavis@loc.gov

Library Contracting Officer Representative: TBD

Contractor Contract Administrator: Provided at time of award

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 (DEC 2022)

The Contractor must prepare and submit invoices electronically to: <https://www.ipp.gov>. The Contractor may submit payment requests using other than electronic means only when alternate procedures are authorized by the contracting officer in writing. Assistance is available via the IPP Help Desk via email at: ippcustomersupport@fiscal.treasury.gov 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 below pursuant to the standards and acceptance criteria defined in this contract.

SOW Reference	Deliverable	Quantity	Unit	Firm Fixed Price Per Unit	Total
3.2	Finalized Project Plan	1	EA		\$
3.3	Project status reports	12	EA		\$
3.4	Training and workshops for staff	9	EA		\$
3.5	Quarterly Forums	4	EA		\$
3.6	Report on activities of other organizations in the field of data science.	2	EA		\$
3.7	Data Models	5	EA		\$
3.7.1	Support for using tools	9	MO		\$

3.8	Present future tools/models to the steering committee	1	LOT		\$
3.10	<u>Option</u> --Hosting of Models	10	MO		\$
3.11	<u>Option</u> --(Transition from External to Internal Hosting EA = 1 model/tool)	5	EA		\$
	Total Firm Fixed Price				\$

(End of Clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

(End of Clause)

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

The Contractor, or any entity or representative acting on behalf of the Contractor, may not refer to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such equipment or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government will consider institution of all remedies available under applicable law.

(End of Clause)

H.3 LC52.204-1 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.4 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.5 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.6 LC52.204-4 CONTRACTOR EMPLOYEE FITNESS (AUG 2023)

"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, Library information technology systems, or non-public Library information will require completion and successful vetting of a security application request (release forms, fingerprints, and, if applicable, a full background investigation). 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.

(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 National Background Investigation Services (NBIS)'s eAPP <https://www.dcsa.mil/Systems-Applications/NBIS-eApp-NBIS-Agency/>) as provided by the Personnel Security Division. Contractors should anticipate a minimum of two weeks for the process, provided all requested information is timely, accurate and complete and that no adverse information is received.

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

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

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

(End of Clause)

H.7 LC52.237-1 KEY PERSONNEL (AUG 2014)

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

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

Position/Labor Category	Name
Program Manager	Provided at time of award
Alternate Program Manager	Provided at time of award
Data Scientist	Provided at time of award
Software Engineer	Provided at time of award
Digital Interface/Data visualization specialist	Provided at time of award

(End of Clause)

H.8 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.9 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, 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.10 LC52.239-2 SYSTEMS DEVELOPMENT LIFE CYCLE (SEP 2018)

The Information Technology to be provided under this contract is subject to the procedures established in the Library's Systems Development Life Cycle (SDLC) as follows:

(a) Requirements: The Contractor shall gather and analyze requirements and produce a system requirements document (SRD) accordingly.

(b) Design: The Contractor shall perform design analysis and complete a Systems Design Document which satisfies the requirements in the aforementioned SRD.

(c) Development: The Contractor shall develop, customize and/or configure the system according to system requirements and design specifications.

(d) Testing: The Contractor shall test the solution to ensure it satisfies all requirements, including security requirements documented in Library of Congress Directive (LCD) 5-410.1, Information Technology Security Policy. The Contractor shall remediate any identified vulnerabilities and weaknesses in accordance with LCD 5-410.1.

(e) Implementation: The Contractor shall support implementation and deployment of the tested solution into the Library's production environment.

(f) Documentation: The Contractor must either use the Library's SDLC templates, which will be provided by the COR upon request, or use an alternative format which satisfies all SDLC requirements as stated in (a) through (e) above. The COR will approve all SDLC deliverables.

(End of Clause)

H.11 LC52.239-3A ASSESSMENT AND AUTHORIZATION (ALT I) (JAN 2016)

The information technology identified in this contract will be subject to review and approval of Assessment and Authorization (A&A) prior to connecting the system(s) to the Library of Congress Network.

(a) The contractor shall provide the COR with documentation demonstrating Authorization.

(b) The Library will perform a security assessment, assessment, risk assessment, and security testing & evaluation pursuant to NIST SP 800-37.

(c) The Contractor shall provide Authorization support to the Authorizing Official, including producing copies of the Assessment Package, drafting memorandums and assisting in the briefing of the Designated Approving Authority.

(d) The Contractor shall ensure that the IT system is not connected to the Library of Congress Data Network until accredited.

(End of Clause)

H.12 LC52.239-5 SYSTEMS HOSTED BY EXTERNAL HOSTING PROVIDERS (SEP 2018)

For any non-Library of Congress owned and operated systems supporting a hosted application, including cloud services, security devices, shared servers, backup devices, and management systems, the Contractor shall provide:

(a) Design documentation demonstrating that the environment is Federal Risk and Authorization Management Program (FedRAMP) compliant

(b) Assessment and Authorization documentation for the operating environment

(c) Documented test results, including individual test items, showing that the applications, hosting platforms and associated management systems have implemented the minimum security controls per FIPS 199) of the system.

(d) Access for the Library to conduct scanning, security testing and assessment, and penetration testing of the operating environment, including support for any remediation issues in accordance with the Library policy on remediation documented in Library of Congress Directive (LCD) 5-410.1, Information Technology Security Policy.

(e) The contractor shall sign a Memorandum of Understanding (MOU)/Interconnection Security Agreement (ISA) with the Library of Congress in accordance with NIST SP 800-47, Security Guide for Interconnecting Information Technology Systems. This may be an addendum to the contract between the Library and the Contractor.

(End of Clause)

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>
52.202-1	DEFINITIONS	JUN 2020
52.203-3	GRATUITIES	APR 1984
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS	NOV 2021
52.204-29	FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS— REPRESENTATION AND DISCLOSURES	DEC 2023
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV 2023
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN— REPRESENTATION AND CERTIFICATIONS	JUN 2020
52.232-25	PROMPT PAYMENT	JAN 2017
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.233-1	DISPUTES	MAY 2014
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES—FIXED PRICE ALTERNATE I (APR 1984)	AUG 2018
52.245-1	GOVERNMENT PROPERTY	SEP 2021

52.245-9 USE AND CHARGES

APR 2012

52.253-1 COMPUTER GENERATED FORMS

JAN 1991

I.2 LC52.204-6 SPEECH OR DEBATE CLAUSE PRIVILEGE NOTICE AND PROTECTION AGAINST DISCLOSURE (SEP 2017)

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

(End of Clause)

I.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2024)

(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 Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

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

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

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

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

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

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

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

[X] (4) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

___ (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (6) [Reserved].

___ (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

[X] (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

___ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) (Pub. L. 115–390, title II).

___ (11) (i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).

___ (ii) Alternate I (Dec 2023) of 52.204-30.

[X] (12) 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).

[X] (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

__ (14) [Reserved].

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

__ (16) 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).

__ (17) [Reserved]

__ (18) (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.

__ (19) (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.

__ (20) 52.219-8, Utilization of Small Business Concerns (Feb 2024) (15 U.S.C. 637(d)(2) and (3)).

__ (21) (i) 52.219-9, Small Business Subcontracting Plan (Sep 2023) (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 2023) of 52.219-9.

__ (22) (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.

__ (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 637s).

__ (24) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

__ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).

__ (26) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Feb 2024) (15 U.S.C. 632(a)(2)).

__ (ii) Alternate I (Mar 2020) of 52.219-28.

___ (27) 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)).

___ (28) 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)).

___ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

___ (30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15U.S.C. 637(a)(17)).

[X] (31) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

[X] (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Feb 2024).

[X] (33) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

[X] (34) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).

___ (ii) Alternate I (Feb 1999) of 52.222-26.

[X] (35) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

___ (ii) Alternate I (Jul 2014) of 52.222-35.

[X] (36) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

___ (ii) Alternate I (Jul 2014) of 52.222-36.

[X] (37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

[X] (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

[X] (39) (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).

[X] (40) 52.222-54, Employment Eligibility Verification (May 2022) (Executive Order 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.)

___ (41) (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.)

___ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, et seq.).

___ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, et seq.).

___ (44) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, et seq.).

___ (45) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, et seq.).

___ (46) 52.223-23, Sustainable Products and Services (May 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

[X] (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

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

___ (48) (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 (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

___ (ii) Alternate I [Reserved].

___ (iii) Alternate II (Dec 2022) of 52.225-3.

___ (iv) Alternate III (Feb 2024) of 52.225-3.

___ (v) Alternate IV (Oct 2022) of 52.225-3.

___ (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

___ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[X] (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).

[X] (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

___ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

___ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

[X] (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

___ (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

[X] (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (63) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

___ (64) (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) (29U.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) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).
- (iii) 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)).
- (iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
- (v) 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).
- (vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
- (vii) (A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).
(B) Alternate I (Dec 2023) of 52.204–30.
- (viii) 52.219-8, Utilization of Small Business Concerns (Feb 2024) (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.
- (ix) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (x) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).
- (xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- (xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- (xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- (xiv) 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.
- (xv) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xvi) (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).

(xvii) 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).

(xviii) 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).

(xix) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).

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

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

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

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

(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxiv) 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.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

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

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

(End of Clause)

I.4 52.217-7 OPTION FOR INCREASED QUANTITY—SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to

the Contractor prior to expiration of the contract. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of Clause)

I.5 LC52.204-27 HANDLING OF FEDERAL RECORDS (JUL 2021)

(a) Definitions “Records,” as defined in 36 C.F.R. § 703.4(a), includes all books, papers, maps, photographs, reports, and other documentary materials, exclusive of materials in the Library’s collections, regardless of physical form or characteristics, made or received and under the control of the Library in pursuance of law or in connection with the transaction of public business, and retained, or appropriate for retention, by the Library as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the government or because of the informational value of data contained therein. The term refers only to such items in being and under the control of the Library. It does not include the compiling or procuring of a record, nor does the term include objects or articles, such as furniture, paintings, sculpture, three-dimensional models, structures, vehicles, and equipment. All data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Privacy Act of 1974 (5 U.S.C. 552a), as amended, and Library of Congress regulations at 36 CFR Part 703.

(b) Requirements

1. Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, Library of Congress regulations at 36 CFR Part 703 and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.

2. In accordance with 36 CFR 1222.32, Contractor shall manage and schedule records for disposition only as permitted by statute or regulation.

3. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or which is exempted from public disclosure by 36 C.F.R. 703.5.

4. The Library of Congress shall own the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which the Library of Congress shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.

5. In accordance with 36 CFR 1222.32, Contractor shall maintain and manage all records in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.

6. The Contractor shall only remove records from the legal custody of the Library of Congress or destroy them in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report the event to the Contracting Officer.

7. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to Library of Congress control unless otherwise directed by the Contracting Officer.

8. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the contract vehicle in accordance with instructions provided by the Contracting Officer. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).

9. The Contractor shall not create or maintain any records containing any non-public Library of Congress information that are not specifically authorized by the contract.

10. All Contractor employees assigned to this contract who create, work with, receive, store, or otherwise handle records shall take Library of Congress-provided records management training. The Contractor shall be responsible for confirming training has been completed.

11. The Contractor shall obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts.

12. The Contractor (and any sub-contractor) shall abide by Government and Library of Congress guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information. The Contractor shall immediately notify the Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment.

(c) Flowdown of requirements to subcontractors

1. The Contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts under this contract vehicle, and require written subcontractor acknowledgment of same.

2. Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor.

(End of Clause)

I.6 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.7 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.8 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.9 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.10 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**

Attachment #	Title	Date	# Pages
1	Data Science Models Pricing Sheet	06-05-2024	1

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION	JAN 2017
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020
52.204-26	COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES—REPRESENTATION	OCT 2020

K.2 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2024)

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 (SDVOSB) concern means a small business concern—

- (1)(i) Not less than 51 percent of which is owned and controlled 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; or
- (2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).
- (3) *Service-disabled veteran*, as used in this definition, 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), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that—

- (1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or
- (2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

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 124.1001, 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 the threshold at 13 CFR 124.104(c)(2) 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 and controlled 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) *SDVOSB 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 that it ☐ is, ☐ is not an SDVOSB concern.

(4) *SDVOSB concern joint venture eligible under the SDVOSB Program*. The offeror represents that it ☐ is, ☐ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.*] [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.*]

(5) *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 124.1001.

(6) *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.

(7) *WOSB join 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: _____.*]

(8) *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)(9) and (10): Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

(9) *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.

(10) *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:

(11) *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 “Bahraini, 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 Bahraini, 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 Bahraini, 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 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 Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Israeli End Products:

Line item No.	Country of origin

[List as necessary]

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

(g)(1)(i)(B) The terms “Korean 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.”

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

Korean End Products or Israeli End Products:

Line item No.	Country of origin

[List as necessary]

(4) *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)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements”.

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

Other End Products:

Line item No.	Country of origin

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed end product	Listed countries of origin

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

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

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

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

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

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

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name: ____.

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

(s) [Reserved]

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

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

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

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

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

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

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

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

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

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

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

(2) The Offeror represents that—

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

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

(End of Provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

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

(End of Provision)

L.2. Proposal Instructions

Offerors must comply with the submission instructions stated herein. If the proposal does not comply with the submission instructions for the method of submission, as well as format and content, the Offeror may be ineligible for award.

L.2.1. Proposal Due Date

All proposals shall be submitted electronically via email to the Contracting Officer, Loren Fekete, at lfekete@loc.gov, and Contract Specialist, Austin Davis, at audavis@loc.gov, no later than the response date and time specified in the sam.gov announcement for this solicitation.

L.2.2. Clarification Questions

Questions related to this solicitation must be submitted to the Contracting Officer, Loren Fekete, via email at lfekete@loc.gov and the Contract Specialist, Austin Davis, via email at audavis@loc.gov no later than July 24th, 2024 at 10:00am Eastern Standard Time. The Library will provide answers to questions of a substantive nature to all offerors. The Library will not guarantee answers to questions received after the required question submittal date/time.

L.2.3. 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, the solicitation number, proposal section number, and a unique proposal identification number. The format for all documents must be 8.5 x 11 inch pages, single-spaced, 1 inch margins, Times New Roman 10-point font in text. A limited amount of smaller text size and/or font may be used within graphics or charts, but must be legible. No hyperlinks to external reference information should be included in any section of your proposal.

The offeror shall include their name and address of organization, Unique Entity Identifier (UEI) Number, GSA schedule number (if applicable), organization Point of Contact with phone number and email address.

L.2.4. Proposal Content

Volume I - Technical Approach

Offerors must describe an approach or process to fulfill the requirements of the statement of work to include a description of the offeror's unique approach, objectives, high level delivery schedule/milestones, reporting process, roles, and responsibilities. Offerors shall not merely restate the solicitation requirements but present a rational methodology for fulfillment of the requirements. Proposals shall include a draft Project Plan as required in Section 3.2.

The contractor must identify any proposed subcontractors they will use to provide supplies and/or services.

The technical approach is limited to 10 pages including all cover pages, executive summaries, table of contents, attachments, and/or appendices.

Volume II - Staffing

Offerors may propose any labor mix that they believe will fulfill the requirements of the solicitation and that aligns with their proposed technical approach. Offerors must provide an overarching description of their proposed team composition that includes: (a) labor category/contract role; (b) relative qualifications and experience for each proposed employee; and (c) labor hours per position/employee. Sufficient information should be provided to support the proposed team's ability to fulfill the requirements of the solicitation.

Offerors must also submit the resumes for all key personnel required in section C.5. Proposed key personnel must be available and must be assigned to this contract by the winning offeror. If any listed person(s) assigned to the contract need to be changed, the COR must be notified in writing and must approve the resume(s) of the proposed replacement(s).

The staffing volume is limited to 5 pages including all cover pages, executive summaries, table of contents, attachments, and/or appendices. Resumes do not count toward the page limit for this volume.

Volume III - Past Performance

Offerors shall submit a maximum of three (3) references for relevant current and/or completed contracts (Government or commercial) performed within three (3) years prior to the solicitation release date that are relevant to this procurement in size, scope and complexity. References may be for the prime or subcontractors; however, at least one (1) reference shall concern the relevant past performance of the prime. The information must be clear as to whether the work was done by the offeror as a prime contractor or as a subcontractor, or by a subcontractor working for the offeror. References shall limit their responses to the information requested below:

- (i) Customer name, address, e-mail address and telephone number;
- (ii) Contract number, period of performance, and total dollar amount;
- (iii) Point of contact (names and telephone numbers of the CO and CO's Technical Representative);
- (iv) The geographic scope; and
- (v) A description of:

- How the submitted reference demonstrates the Offeror's performance as a prime or subcontractor for a contract of similar size and scope and the same type of services being solicited under this solicitation;
- The associated service level agreements and the Offeror's success in meeting them;

- The Offeror's overall management control of any subcontractor(s) for this contract and how this relationship provided quality service to the customer;
- The quality of technical support the Offeror provided to the customers under this contract and the Offeror's ability to face challenges resulting from such an effort; and
- How the Offeror resolved any problems encountered for the referenced contract.

The past performance volume is limited to 8 pages including all cover pages, executive summaries, table of contents, attachments, and/or appendices.

Volume IV - Price Proposal

Offerors shall submit a price build-up in MS Excel format that shows the proposed labor mix (labor categories, hours, and rates) for each event and/or deliverable identified in section G, LC52.232-2. Offerors should include their best pricing at the time of proposals.

Price proposals do not have a page limit.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1. Evaluation Methodology

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers and are listed in descending order of importance:

1. Technical Approach
2. Staffing
3. Past Performance
4. Price

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

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) 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 Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Factor 1- Technical Approach

The Library will evaluate the degree to which the Offeror's technical approach will ensure fulfillment of the requirements in section C. Clear technical plans that incorporate appropriate deliverables, activities, communication strategies with Library CORs, and defined delivery schedules will yield positive ratings. Offerors that merely restate the solicitation requirements may be rated as unacceptable.

Factor 2 – Staffing

The Library will evaluate the Offeror's proposed personnel experience and qualifications relative to the requirements of the solicitation. This will include a determination of whether the proposed labor mix is reasonable to fulfill the solicitation requirements. The Library will also assess the offeror's Key Personnel resumes and certifications and their ability to successfully perform the requirements in the solicitation.

Factor 3 – Past Performance

The Library will evaluate the past performance information submitted in accordance with Section L of the RFP to assess the level of risk associated with the offeror's ability to successfully perform the contract. The Library will also review

records contained in the Contractor Performance Assessment Rating System (CPARS) or other similar databases to assess the likelihood that the offeror can successfully perform the required work. The Library reserves the right to contact references and use information provided by the references and any other sources, to include direct experience with a contractor. The offeror will not be evaluated favorably or unfavorably on past performance if no relevant information on past performance is provided by the offeror or otherwise obtained by the Library.

Factor 4 - Price

The Library will assess the reasonableness of the proposed firm fixed prices and the associated labor rates, inclusive of all discounts, to complete the requirements of the solicitation. The total evaluated price will be the sum of all fixed price deliverables, inclusive of all options, identified in section G, Library Clause LC52.232-2 Schedule of Payments. The Library may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Library to exercise the option(s).

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