

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30				1. REQUISITION NUMBER CIO20160086									
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER LCCIO16Q0032		6. SOLICITATION ISSUE DATE 11/25/2015					
7. FOR SOLICITATION INFORMATION CALL:				a. NAME Arneen Dozier				b. TELEPHONE NUMBER (No collect calls) 202-707-0406		8. OFFER DUE DATE / LOCAL TIME 12/07/2015 12:00:00			
9. ISSUED BY Office of Contracts Management Library of Congress 101 Independence Ave SE LA325 Washington, DC 20540-9411				CODE 9411		10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR							
				<input type="checkbox"/> SMALL BUSINESS		<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM							
				<input type="checkbox"/> HUBZONE SMALL BUSINESS		<input type="checkbox"/> ECONOMICALLY DISADVANTAGE WOMEN-OWNED SMALL BUSINESS (EDWOSB)							
				<input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> 8(A)							
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE				12. DISCOUNT TERMS 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 %				13a. THIS CONTRACT IS RATED ORDER UNDER DPAS <input type="checkbox"/>					
								13b. RATING					
								14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP					
15. DELIVER TO Library of Congress/Madison Receiving 101 Independence Ave SE Washington, DC 20540				CODE 9413		16. ADMINISTERED BY							
						CODE							
17a. CONTRACTOR/OFFEROR				CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY accountspayable@loc.gov The Library requires invoices to be emailed Washington, DC 20540					
								CODE					
Telephone No.													
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES (Use Reverse and/or Attach Additional Sheets as Necessary)				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
See Lines													

25. ACCOUNTING AND APPROPRIATION DATA LOC-2016-0101AD-C0131-1015000100000000-010015-2501-2016-01001525010010						26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.						<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED ____ . YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT)				31c. DATE SIGNED	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 5/2011)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

Table of Contents

<u>Section</u>	<u>Description</u>	<u>Page Number</u>
CS	Continuation Sheet	4
	B.1 Supplies or Services and Prices	4
	C.1 Statement of Work	5
	D.1 Packaging and Marking	8
	E.1 Inspection and Acceptance	8
	F.1 Deliveries or Performance.....	8
	G.1 Contract Administration Data.....	9
	H.1 Special Contract Requirements	10
	I.1 Contract Clauses	12
	52.204-13 System for Award Management Maintenance (Jul 2013)	16
	52.223-18 Encouraging Contractor Policies To Ban Text Messaging While Driving (Aug 2011)	16
	52.225-13 Restrictions on Certain Foreign Purchases (June 2008)	16
	52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004).....	16
	52.242-1 Notice of Intent to Disallow Costs (Apr 1984).....	16
	52.244-6 Subcontracts for Commercial Items (Oct 2015)	16
	J1 LIST OF ATTACHMENTS	16
	K.1 Representations, Certifications, and Other Statements of Offerors	16
	L.1 Instructions, Conditions and Notices to Bidders	17
	M.1 Evaluation Factors for Award.....	18

Section B - Continuation Sheet

Item No.	Supplies or Services	Quantity	Unit	Unit Price	Amount
1	CLIN 0001 - BASE YEAR	4.000000	QTR		
	Period of Performance: 01/01/2016 - 12/31/2016				
	Description: Quarterly Cleaning of the Washington D.C , Manassas Virginia and Culpeper Virginia datacenters in accordance with Section C.1				
	Reference Line: RQ - CIO20160086 - 1				
2	CLIN 0101 - OPTION YEAR I	4.000000	QTR		
	Description: Quarterly Cleaning of the Washington D.C , Manassas Virginia and Culpeper Virginia datacenters in accordance with Section C.1				
	Period of Performance: 01/01/2017 - 12/31/2017				
3	CLIN 0201 - OPTION YEAR II	4.000000	QTR		
	Description: Quarterly Cleaning of the Washington D.C , Manassas Virginia and Culpeper Virginia datacenters in accordance with Section C.1				
	Period of Performance: 01/01/2018 - 12/31/2018				
4	CLIN 0301 - OPTION YEAR III	4.000000	QTR		
	Description: Quarterly Cleaning of the Washington D.C , Manassas Virginia and Culpeper Virginia datacenters in accordance with Section C.1				
	Period of Performance: 01/01/2019 - 12/31/2019				
5	CLIN 0401 - OPTION YEAR IV	4.000000	QTR		
	Description: Quarterly Cleaning of the Washington D.C , Manassas Virginia and Culpeper Virginia datacenters in accordance with Section C.1				
	Period of Performance: 01/01/2020 - 12/31/2020				

B.1 Supplies or Services and Prices

This is an Firm Fixed Price Contract (FFP)

CLIN 0001 - BASE YEAR \$ _____

CLIN 0101 - OPTION I \$ _____

CLIN 0201 - OPTION II \$ _____

CLIN 0301 - OPTION III \$ _____

CLIN 0401 - OPTION IV \$ _____

TOTAL FFP AMOUNT \$ _____

Section C - Continuation Sheet**C.1 Statement of Work**

C.2 Objectives

The Library requires a level of cleanliness for each of the three datacenters as specified herein:

This project shall result in a cleaner room, and any destructive particles (i.e. concrete dust, rust, unburned hydrocarbons, etc.) that are currently present and harmful at particle sizes that are invisible to the naked eye (0.5 microns or smaller), shall be eliminated. The contractor must reduce the 0.3 micron dust count to approximately 20,000 particles or less per cubic foot.

C.3 Scope

The contractor shall provide cleaning services for Information Technology (IT) areas. Cleaning services shall include the following:

Underfloor Plenum Level 1 Cleaning

1. HEPA vacuum the raised floor surface to remove loose particulate prior to removing floor tiles
2. Lift a limited number of floor tiles to provide underfloor plenum access
3. Manually remove large debris and contaminants
4. HEPA vacuum the subfloor slab to remove dust and debris
5. HEPA vacuum floor stringers, pedestal heads
6. Clean perforated tiles and replace to their original locations
7. Upon request, provide a comprehensive report highlighting conditions of the underfloor plenum
8. Any damaged equipment cabling or flooring shall be documented and brought to the attention of the COR to ensure that the contractor is not held liable for any preexisting conditions that cannot be resolved through standard cleaning services required under this contract.

Floor Surfaces (Raised and Non-Raised Access Flooring)

1. HEPA vacuum all floor surfaces, including accessible areas beneath hardware devices, to remove loose particulates
2. Safely damp mop floor surfaces using Data Center approved cleaners and low lint mops
3. As needed and based on maintenance frequency, scrub clean all accessible floor surfaces using low speed scrubbing machines to remove imbedded contaminants and scuff marks
4. Safely damp mop floor surfaces as many times as needed to remove residual contaminants and cleaning solution
5. Non-Raised flooring will be treated according to the requirements of the specific surface or material
6. Standard Vinyl Composition Tile (VCT): As needed and based on maintenance frequency, apply one coat of anti-static restorer or remove existing finish (strip) and reapply static-dissipating floor finish as needed
7. Static Dissipating Tile/Electrostatic Discharge: Typically, floor finish is not applied. However, based on customer agreement and as needed, apply one coat of anti-static restorer or remove existing finish (strip) and reapply static-dissipating floor finish as needed
8. Sealed Concrete: HEPA vacuum and damp mop only
9. Carpeting: HEPA vacuum only

Equipment and Environment Level 1 Cleaning

- a) HEPA Vacuum, Damp Wipe and Spot Scrub:
- b) Exterior surfaces of equipment cabinets, racks and stand-alone equipment, e.g. mainframes, tape libraries (Cabinet doors will not be opened)
- c) Exterior surfaces of support equipment, e.g. CRACs, power distribution units (PDU)
- d) Exterior surfaces of furniture and desktop equipment, e.g. tables, storage cabinets, monitors

- e) Major infrastructure components, e.g. interior windows, window sills, wall mounted hardware (Not to include window covering when present)

Air Quality Testing

- a) Air quality testing results shall be provided by the Contractor prior to and at the completion of the cleaning.
 b) Air testing equipment shall be provided by the Contractor and it must be of industry approved standard and have been certified as calibrated within six (6) months of the test.
 c) Contractor shall provide proof of calibration.

Chemical Controls

- a) All chemicals will need to be contained in appropriately marked and sealed containers;
 b) Material Safety Data Sheet (MSDS) must be maintained for all materials utilized by the contractor. (Must be in an easily accessed location.)
 c) Cleaners shall not contain ammonia or dangerous chemical solvents that are potentially hazardous to the data center equipment.

C.4 Requirements

Cleaning Requirements:

1. The contractor shall furnish labor, equipment and supplies for tier 1 datacenter under plenum, floor surface, equipment, environment and air quality cleaning services resulting in the prevention of downtime and increasing the reliability of our data center while adhering to the sensitivity and safety of our mission critical operations.
2. Cleaning services in a data center have to be carried out by controlled environment specialists that understand the data center dynamics and how to decontaminate these areas without causing downtime or microscopic long-term damage.
3. Data Center Cleaners decontaminate (clean) equipment and supplies and their effects on different surfaces, energies and microscopic air particulate using testing instruments and specialized cleaning equipment and chemicals. Since there are static, particulate, network signals and heat sources in the Data Center that can cause disastrous catastrophic loss of uptime to the Library of Congress, cause fires and Indoor Air Pollution –there are several standards that help keep these environments safe including: American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) and International Organization for Standardization (ISO) Standards.
4. All areas are to be cleaned to a minimum levels outlined in the ASHRAE 2009a white paper report and ISO Standard 14644-1.

Items to be cleaned within each of the three datacenters:

- a) Underfloor, top of floor and equipment must be cleaned along with vacuuming tops of racks.
 b) Subfloor Surface Cleaning to reduce contamination build - up by cleaning under the raised floor area with approved vacuums and processes that are safe for data center environments.
 c) Exterior Equipment Surface Cleaning - to reduce contamination build - up by cleaning the exterior of cabinets with approved vacuums and cleaning chemicals for data center environments.
 d) Raised Floor Surface Cleaning- to clean the surface of the raised flooring by removing dirt and scuff marks with approved cleaning chemicals for data center environments.
 e) Airborne Particle Count Sampling - to provide a sampling of the data center's airborne contamination levels using a laser air particle counter.

C.5 Frequency of Cleaning:

Cleaning is performed quarterly (i.e. four times per year). Scheduled cleaning dates will be during normal business hours in accordance with the Hours of Operations section below. After the contract award, the COR and the vendor will set the cleaning dates based on worker availability of both the vendor and the Library provided the cleanings occur on the required quarterly basis as stated in this contract.

C.6 Schedule of Cleaning

The following schedule is applicable to each option period. Each quarterly cleaning shall be conducted no later than the due date and considered complete upon favorable air quality testing results that are verified by the COR.

Requirements Paragraph reference	Description of Event/Deliverable	Due date/Payment schedule
1,2,3,4	First Cleaning of the Washington D.C , Manassas Virginia and Culpeper Virginia datacenters	Within 90 days after award/ payment after completion
1,2,3,4	Second Cleaning of the Washington D.C , Manassas Virginia and Culpeper Virginia datacenters	Within 180 days after contract award / payment after completion
1,2,3,4	Third Cleaning of the Washington D.C , Manassas Virginia and Culpeper Virginia datacenters	Within 270 days after contract award / payment after completion
1,2,3,4	Fourth Cleaning of the Washington D.C , Manassas Virginia and Culpeper Virginia datacenters	Within 360 days after contract award/ payment after completion

C.7 Quality Control

The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. 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 contractor will provide air quality test results to the COR within 5 business days after each scheduled cleaning.

The COR and a designee of the contractor shall meet annually to review performance. A random written inspection of the work areas will be made by the COR or designee and will be reviewed with the vendor. Any substandard performance may preclude exercise of option CLINS under this contract.

C.8 Hours of Operation

The contractor must conduct business between the hours of 0800-1630 Mondays through Fridays, except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings.

C.9 Government Furnished Property

1. Electrical power - Sufficient 110v outlets for the Contractor to operate equipment to conduct the cleaning.
2. Hot and cold water – A janitor's closet with the water source is located in each building and access will be provided to the vendor at the time of service.
3. Secure storage - Contractor may store equipment overnight in the secured datacenter for the duration of the cleaning provided there is no residual liquid present.
4. Telephones – The land line telephones can be used for communication within the building only and shall not be used for personal reasons.
5. Contractor shall not use, move, or tamper with office machines, equipment, and Government employees' personal property at any time.
6. Under floor fire suppression systems will be disarmed by the government prior to performance by the contractor.

C.10 Furnished by the Contractor

1. Contractor shall furnish all equipment necessary for the performance of the work. Such equipment used shall be of the size and type customarily used in work of this type, and shall have been approved by the Contracting Officer's Representative (COR) prior to the first scheduled cleaning. All equipment shall be Occupational Safety and Health Administration (OSHA) certified and meets all OSHA requirements.
2. All vacuum equipment shall utilize anti-static tools to avoid electrostatic discharge and shall be equipped with suction and filtration in order to ensure the fragments are retained by the Floor Cleaning machines and not be allowed to re-circulate within the computer room. Vacuum systems used during the cleaning process must be tested and certified ULPA (Ultra Low Penetration Air) and include Radio Frequency and Magnetic Frequency shielded motor housings.
3. The Contractor shall not use steel wool brushes when cleaning the floor.
4. All equipment will be fully grounded, and shall be equipped with three prong-molded plugs and shall only be plugged into receptacles specifically identified for use by the cleaning crew. No equipment shall be plugged into receptacles which are an integral part of any computer or pieces of electrical equipment.
5. Any receptacle or receptacle plate damaged by improper use shall be repaired or replaced at the expense of the Contractor.
6. The Contractor shall furnish all supplies necessary for the performance of his contract. All materials furnished shall be available for inspection and approval by the COR. All equipment, products, supplies and chemicals used during the cleaning process must be certified safe for use in a data center environment.
7. Any supplies or materials which the COR determines is unsuitable for cleaning or harmful will be replaced with acceptable materials by the contractor.
8. All materials used shall be of the anti-static and non-flaking type.

C.11 Key Personnel

1. The contractor shall propose a project manager that will oversee all work completed by the contractor and function as the single point of contact with whom the government can schedule all cleanings as well as identify/resolve technical performance issues.
2. The project manager shall be designated as key personnel and shall not be replaced without written consent of the Library Contracting Officer.
3. The project manager shall also maintain documentation of training for all contractor employees (RTK, OSHA, Hazardous Materials Identification, etc.)

C.12 Contractor Travel

No contractor travel expenses shall be authorized under this contract.

Section D - Continuation Sheet**D.1 Packaging and Marking**

D.1 Payment of Postage Fees

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

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

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

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

Section E - Continuation Sheet**E.1 Inspection and Acceptance**

E.1 Inspection and Acceptance

Inspection and acceptance under this contract will be in accordance with paragraph (a) Inspection and Acceptance of FAR 52.212-4 Contract Terms and Conditions – Commercial Items (MAY 2015).

E.2 Additional Inspection and Acceptance criteria:

- a. The COR will have 2 days to complete its review of any written deliverable (air quality testing results). (Note: The COR may immediately inspect cleaned areas upon notification of completion by the contractor and will provide written notification if services are rejected).
- b. In the event of a rejected deliverable or service, the COR shall notify the contractor of the rejected item along with specific reason(s) for rejection.
- c. The contractor shall have 3 days to correct the rejected deliverable or service and return it to LOC for final review/inspection/acceptance.

Section F - Continuation Sheet**PERIOD OF PERFORMANCE**

ITEM	START	END
1	01/01/2016	12/31/2016

F.1 Deliveries or Performance

F.1 Period of Performance

The term of the contract consists of a Base 12-month period and four, 12-month options. The base period of performance of this contract is 01/01/2016 through 12/31/2016. The Library of Congress may unilaterally exercise each option period pursuant to FAR 52.217-9 – “Option to Extend Term of Contract.” If exercised, the op-

tion years are as follows:

Option Year I: 01/01/2017 - 12/31/2017

Option Year II: 01/01/2018 - 12/31/2018

Option Year III: 01/01/2019 - 12/31/2019

Option Year IV: 01/01/2020 - 12/31/2020

F.2 Place of Performance

Location	SQFT	Racks	Floor / Cable Trays	Additional Hardware
Washington D.C. (PCF)	9300	153	Raised floor 18" concrete No overhead wiring trays	CRAC Units (10) Tape Libraries (4) Room Wide UPS (3)
Manassas, VA (ACF)	7150	50	Raised floor 18" concrete No overhead wiring trays	CRAC Units (5) Tape Libraries (4) Room Wide UPS
Culpepper VA (CCF)	3000	25	Raised floor 12" concrete No overhead wiring trays	CRAC Units (4) Tape Libraries (4) Room Wide UPS

Section G - Continuation Sheet

G.1 Contract Administration Data

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

This contract will be administered by:
 Library Contracting Officer
 Arneen Dozier
 The Library of Congress
 Office of Contracts & Grants Management
 101 Independence Ave., S.E.
 Washington D.C. 20540-9414
 Email: adoz@loc.gov

Library Contract Specialist

David Leonard
The Library of Congress
Office of Contracts & Grants Management
101 Independence Ave., S.E.
Washington D.C. 20540-9414
Email: dleo@loc.gov

Library Contracting Officer's Representative
TBD
The Library of Congress
101 Independence Ave., S.E.
Washington D.C. 20540-9414

[Fill-in Contractor Administrator name] TBD
[Fill-in Contractor Administrator Address]
Phone: [Fill-in Contractor Administrator phone]
Email: [Fill-in Contractor Administrator email]

G.2 LC52.232-1 INVOICE INSTRUCTIONS (DEC 2013)

The Contractor must prepare and submit invoices electronically to: accountspayable@loc.gov. The Contractor may submit payment requests using other than electronic means only when alternate procedures are authorized by the contracting officer in writing.
(See section C.6.)

Section H - Continuation Sheet

H.1 Special Contract Requirements

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)

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)

LC52.204-2 PHYSICAL SECURITY (MAR 2015)

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.

(End of clause)

LC52.204-4 CONTRACTOR SUITABILITY (MAY 2014)

Work under this contract is unclassified. However, the Library of Congress has a contractor suitability program, including the conduct of background investigations on contractor personnel who will have regular, ongoing, unescorted access to the Library's buildings, grounds, collections, or information technology systems to ensure they meet basic standards of honesty and trustworthiness. The Library does not determine the suitability of employees to work for the contractor firm that hires them. The Library's interest is in determining whether the contractor personnel should be granted access to Library facilities greater than the access that would be afforded to a member of the general public. The contractor will ensure the Library's Personnel Security Office is notified of all changes to personnel performing work on this contract. The Personnel Security Office can be notified at the following email address: wlit@loc.gov and contacted via phone at: 202-707-5618.

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.

(End of clause)

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 sub-contractors, 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)

LC52.228-70 - INSURANCE REQUIREMENTS

TYPE OF INSURANCE	MINIMUM AMOUNT
Workmen's Compensation and all occupational disease	As required by State and local Law
Employee's Liability Insurance and all occupational disease when not covered by Workmen's Compensation above	\$100,000 per accident
General liability Insurance (Comprehensive)	\$1,000,000

Bodily Injury per occurrence	\$ 50,000
Property Damage per occurrence	\$ 50,000

(b) Each liability policy shall include the following provision:

“It is a condition of this policy that the Insurance Company shall furnish written notice to the Library of Congress in care of the Contracting Officer, thirty (30) days in advance of any material change or cancellation of this policy.”

(End of clause)

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 of Incumbent
Project Manager	TBD

(End of clause)

Section I - Continuation Sheet

I.1 Contract Clauses

I.1 Additional Library of Congress Clauses

FAR 52.212-4, (DEV) Contract Terms and Conditions – Commercial Items (NOV 2015). *The clause is modified as follows:*

(1) The reference in section (d) to the Disputes (DEV) clause at FAR 52.233-1 refers to the clause as modified by the Library.

(2) 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.

(b) FAR 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:

(1) 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.

FAR 52.232-25(DEV) Prompt Payment (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.

FAR 52.212-5, Contract Terms And Conditions Required To Implement Statutes Or Executive Orders – Commercial Items (DEV) (NOV 2015). The clause is modified as follows:

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

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEV) (NOV 2015)

(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 items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 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 items:

[Contracting Officer check as appropriate.]

X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)).

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

__ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5) [Reserved].

__ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

__ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

__ (8) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

__ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

__ (10) [Reserved].

__ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

__ (ii) Alternate I (Nov 2011) of 52.219-3.

__ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (ii) Alternate I (JAN 2011) of 52.219-4.

__ (13) [Reserved]

__ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

__ (ii) Alternate I (Nov 2011).

__ (iii) Alternate II (Nov 2011).

__ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

__ (ii) Alternate I (Oct 1995) of 52.219-7.

__ (iii) Alternate II (Mar 2004) of 52.219-7.

__ (16) 52.219-8, Utilization of Small Business Concerns (May 2014) (15 U.S.C. 637(d)(2) and (3)).

__ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Oct 2001) of 52.219-9.

- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (iv) Alternate III (Jul 2010) of 52.219-9.
- ___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- ___ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages-Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- ___ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X (29) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- X (30) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- X (31) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (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 (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35)(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.)
- ___ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-13.
- ___ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-14
- ___ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ___ (39)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of 52.223-16.
- X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- X (41) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).
- ___ (42)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
- ___ (ii) Alternate I (May 2014) of 52.225-3.
- ___ (iii) Alternate II (May 2014) of 52.225-3.
- ___ (iv) Alternate III (May 2014) of 52.225-3.
- ___ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X_ (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ___ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ___ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- X (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- ___ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) 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 items:
- [Contracting Officer check as appropriate.]
- ___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- ___ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

- ___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (6) 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).
- ___ (7) 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).
- ___ (8) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O.13495).
- ___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).
- ___ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).
- (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, 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 items. 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 (Apr 2010) (41 U.S.C. 3509).
- (ii) 52.219-8, Utilization of Small Business Concerns (May 2014) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
- (v) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- (vii) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212)
- (ix) 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.
- (x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (xi) X(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (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).
- (xii) 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).
- (xiii) 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).
- (xiv) 52.222-54, Employment Eligibility Verification (AUG 2013).
- (xvi) 52.225.25, Prohibition on Contracting with Entities Engaging in Certain Activities or transactions Relating to Iran – Representation and Certifications.
- (xvii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) 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 items a minimal number of additional clauses necessary to satisfy its contractual obligations.

FAR 52.217-8, Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of expiration of this contract.

(End of Clause)

FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

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

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

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

(End of Clause)

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):

[Insert one or more internet addresses]

(End of provision)

Clauses By Reference

Clause	Title
52.204-13	System for Award Management Maintenance (Jul 2013)
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving (Aug 2011)
52.225-13	Restrictions on Certain Foreign Purchases (June 2008)
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)
52.242-1	Notice of Intent to Disallow Costs (Apr 1984)
52.244-6	Subcontracts for Commercial Items (Oct 2015)

Section J - Continuation Sheet

Identifier	Title	Date	Number of Pages
1	Price Template	11/25/2015	1

J1 LIST OF ATTACHMENTS

Attachment 1 - Price Template

Section K - Continuation Sheet

K.1 Representations, Certifications, and Other Statements of Offerors

Offerors must complete and submit relevant portions of FAR provision 52.212-3 Offeror Representations and Certifications — Commercial Items, or provide a statement that such information has been completed within the System for Award Management.

Section L - Continuation Sheet

L.1 Instructions, Conditions and Notices to Bidders

L.1 52.212-1 Instructions to Offerors – Commercial Items (OCT 2015)

This provision provides a single, streamlined set of instructions to be used when soliciting offers for commercial items and is incorporated in this Solicitation by reference.

Offers must include the following:

1. Technical Proposal -

The offeror shall submit a written proposal to indicate how they will fulfill the requirements of section C of the RFP. The proposal must address the offeror's technical capabilities, proposed cleaning methodology, proposed equipment and materials list, as well as any certifications relating to the currency of equipment that may need periodic calibration certification.

The offeror shall provide the resumes reflecting the experience of key personnel and *describe* the relevant experience of all other proposed staff. Identify any proposed subcontractors that will be used to provide services identified in this RFP.

This section of your proposal is limited to 5 pages, typed in 12 point, Times New Roman font, including any coverage or executive summaries that are developed. Portions of your offer that exceed the page limitation may not be evaluated and thus affect the rating of your proposal.

2. Past Performance

Offerors must provide detailed references for a maximum of three (3) recent contracts (current and/or completed; Government and/or commercial) performed within three (3) years from the RFP release date that are relevant to this procurement. References may be for the prime or subcontractors; however, at least one (1) shall concern the relevant past performance of the prime. To ensure inclusion of all references in the evaluation process, the offeror is encouraged to provide The Library with the most current data on each reference. The information must be clear as to whether the work was done by the prime contractor or a subcontractor. Offerors shall limit their response to the information requested below:

- (1) Customer name, address, e-mail address and telephone number;
- (2) Contract number, period of performance, and total dollar amount;
- (3) Point of contact (names and telephone numbers of the CO and CO's Technical Representative);
- (4) The geographic scope; and
- (5) A description of:
 - (i) 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 RFP;
 - (ii) The Offeror's overall management control of any subcontractor(s) for this contract and how this relationship provided quality service to the customer;
 - (iii) 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
 - (iv) What solutions and how the Offeror provided solutions to resolve any problems encountered for the referenced contract.

Each example of past performance is limited to two pages, typed in 12 point, Times New Roman font.

3. Price

- a. Offerors shall provide pricing information by filling in Section B of the RFP as well as the attached pricing template.
- b. Additionally, offerors shall sign, date, and submit an SF 1449 with their offer. Failure to include a complete, signed SF 1449, and the pricing template, may result in an offer being determined non-responsive by the Contracting Officer.

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

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

Section M - Continuation Sheet

M.1 Evaluation Factors for Award

52.212-2 Evaluation—Commercial Items. (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation is determined to represent the best value to the government. Best value will be determined through an integrated assessment of each offeror's proposal against the requirements of the RFP, to include the following evaluation criteria: (1) Technical Expertise; (2) Past Performance; and (3) Price. The preceding factors are listed in descending order of importance. Non-price factors, when combined, will be considered more important than Price. Award may be made to an offeror that is not the lowest priced, if it is determined that a higher price will yield a better technical solution.

Note: The term “offeror” shall be construed to include subcontractors, consultants, and related entities.

Evaluation of Proposals will consider the following:

1. Technical Expertise

The Library will evaluate the offeror's demonstrated ability to fulfill the requirements in section C of the RFP. Proposals must address the offeror's technical capabilities, proposed cleaning methodology, proposed equipment and materials list, as well as any certifications relating to the currency of equipment that may need periodic calibration certification. The offeror shall provide resumes reflecting the experience of key personnel and *describe* the relevant experience of all other proposed staff. Identify any proposed subcontractors that you will be used to provide services identified in this RFP.

2. Past Performance

The Library will evaluate the past performance information submitted by each offeror in accordance with Section L of the RFP to assess the level of risk associated with each offeror's ability to successfully perform the contract. The Library will also review records contained in the Past Performance Information Retrieval System (PPIRS) to assess the likelihood that the offeror can successfully perform the required work. The Library reserves the right to contact and use information provided by the references and any other sources. The offeror will be evaluated neither favorably nor unfavorably on past performance if no relevant information on past performance is provided by the offeror or obtained by the Library.

3. Price

The Library will perform price analysis as noted in section (b) below.

(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.

(End of provision)

