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

1. REQUISITION NO.	PAGE 1 OF
RQLGR20260052 See SCHEDULE	56

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			030ADV26Q0068	06-26-2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Adejuwon, Mojisola	(202) 707-0400	07-30-2026 2:00 PM EDT

9. ISSUED BY CODE 0300

Contracts and Grants Directorate
Library of Congress

101 Independence Ave. SE LA 325
Washington DC 20540-9411

10. THIS ACQUISITION IS

- [X] UNRESTRICTED OR [ ] SET ASIDE: _____ % FOR:
- [ ] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] EDWOSB
- [ ] 8(A)

NAICS:

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
[ ] SEE SCHEDULE		[ ]	N/A

14. METHOD OF SOLICITATION
[X] RFQ [ ] IFB [ ] RFP

15. DELIVER TO CODE DELIVERY

See Sections D&F
for delivery
instructions.

16. ADMINISTERED BY CODE 9411

Contracts & Grants Directorate
Library of Congress
LA 325
101 Independence Av SE
Washington DC 20540-9411

17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____

TELEPHONE NO. UEI: EFT:

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

18a. PAYMENT WILL BE MADE BY CODE 9110

Submit Invoices through
https://www.ipp.gov
Washington DC 20540

PHONE: FAX:

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

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

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
0.00

[X] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED.

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

[ ] 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	31c. DATE SIGNED
		Adejuwon, Mojisola	

Table of Contents

SECTION A **1**

A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES 1

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS **4**

LC52.216-3 CONTRACT TYPE (JUN 2016) 4

B.1 PRICE/COST SCHEDULE 4

ITEM INFORMATION 4

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK **6**

C. STATEMENT OF WORK 6

SECTION D - PACKAGING AND MARKING **12**

D.1 LC52.211-1 DELIVERIES (APR 2015) 12

SECTION F - DELIVERIES OR PERFORMANCE **13**

LC52.215-5 PLACE AND PERIOD OF PERFORMANCE (JAN 2019) 13

SECTION G - CONTRACT ADMINISTRATION DATA **15**

G.1 LC52.201-3 CONTRACT ADMINISTRATION (AUG 2015) 15

G.2 LC52.204-5 IDENTIFICATION AND BUILDING PASSES (SEP 2024) 16

G.3 LC52.232-1 LIBRARY OF CONGRESS INVOICE INSTRUCTIONS (DEC 2022) 16

G.4 LC52.232-2 SCHEDULE OF PAYMENTS (JUN 2015) 16

SECTION H - SPECIAL CONTRACT REQUIREMENTS **17**

H.1 LC52.203-1 CONTRACTOR PUBLICITY (OCT 2013) 17

H.2 LC52.204-2 CONDUCT ON LIBRARY PREMISES (JUL 2021) 17

H.3 LC52.204-3 INFORMATION SYSTEMS SECURITY (JUL 2024) 18

H.4 LC52.204-4 CONTRACTOR EMPLOYEE FITNESS (SEP 2024) 18

H.5 LC52.204-27 HANDLING OF FEDERAL RECORDS (JUL 2021) 19

H.6 LC52.237-1 KEY PERSONNEL (AUG 2014) 21

H.7 LC52.237-2 CONDUCT OF WORK (MAY 2015) 21

H.8 LC52.239-1 INFORMATION SECURITY (JUL 2025) 21

H.9 LC52.239-7 INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY (APR 2026) 23

PART II - CONTRACT CLAUSES **24**

SECTION I - CONTRACT CLAUSES **24**

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) 24

I.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2026) 24

I.3 LC52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (DEV) (FEB 2016) 31

I.4 LC52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (DEV) (MAY 2015) 31

I.5 LC52.232-25 PROMPT PAYMENT (DEV) (JUL 2013) 31

I.6 LC52.233-1 52.233-1 (DEV) DISPUTES (MAY 2014) 32

I.7 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) 32

I.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) 32

I.9 LC52.228-70 INSURANCE REQUIREMENTS - WORK ON LIBRARY PREMISES (DEC 2014) 32

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS 34

SECTION J - LIST OF ATTACHMENTS 34

PART IV - REPRESENTATIONS AND INSTRUCTIONS 35

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS 35

K.1 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) 35

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS 51

52.237-1 SITE VISIT (APR 1984) 51

L.1 LC52.233-2 PROTESTS TO THE LIBRARY OF CONGRESS (DEC 2013) 53

SECTION M - EVALUATION FACTORS FOR AWARD 54

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

LC52.216-3 CONTRACT TYPE (JUN 2016)

This is a firm fixed price contract.

(End of Clause)

B.1 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Master Sync Replacement Contract Period: Base POP Begin: 08-10-2026 POP End: 08-09-2027 COMMODITY NAME: Master Sync	1.00	LOT	_____	_____
0002	Warranty Contract Period: Base POP Begin: 08-10-2027 POP End: 08-09-2028 COMMODITY NAME: Master Sync	1.00	YEAR	_____	_____
0003	Warranty - Option Period 1 Contract Period: Base POP Begin: 08-10-2028 POP End: 08-09-2029 COMMODITY NAME: Master Sync	1.00	YEAR	_____	_____
0004	Warranty - Option Period 2 Contract Period: Base	1.00	YEAR	_____	_____

	POP Begin: 08-10-2029 POP End: 08-09-2030 COMMODITY NAME: Master Sync				
0005		1.00	YEAR	_____	_____
	Warranty - Option Period 3 Contract Period: Base POP Begin: 08-10-2030 POP End: 08-09-2031 COMMODITY NAME: Master Sync				
				GRAND TOTAL	_____

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C. STATEMENT OF WORK

C.1 BACKGROUND/OVERVIEW

The National Audio-Visual Conservation Center (NAVCC) unit of the Library of Congress (LOC) acquires, preserves, and provides access to the world's largest collection of films, television and radio broadcasts, videos, and sound recordings. The NAVCC is an audiovisual preservation and digitization facility located on the Packard Campus in Culpeper, VA. The campus contains a 415,000-square-foot facility which houses an audiovisual digitization laboratory, a film preservation laboratory, physical storage for all types of audio-visual media (including vaults for nitrate film), multi-petabyte-capacity data center for storage of digital files, screening and listening rooms, a large theater, an audio listening theater, and workspace to support the NAVCC's programs and operations.

The Video Lab at the NAVCC is tasked with the digitization of multiple tape and disc formats of analog and digital video. It was designed and built to substantially emulate a video production facility and uses an Evertz Master Sync Generator system. This system provides crucial reference video test signals for the video lab. It allows the VTR's (video tape recorder) to lock on to a reference signal which provides the most optimal conditions for error free digitization of analog video and audio into the digital signal which is then used by the encoders to create archival files. The current system is obsolete and has been damaged beyond repair in certain areas such as the GPS antenna and cabling, which has suffered rodent damage.

C.2 SCOPE

The Contractor shall provide system hardware, installation and documentation for the replacement Master Sync system in the Video Lab at NAVCC.

C.3 REQUIREMENTS

Contractor shall provide hardware, installation and documentation. All required installation materials must be included. Contractor must provide hardware and service manufacturer warranties and one-year warranty extension that guarantee reliability and performance.

C.3.1 Introductory Planning Meeting and Project Schedule

As requested by the COR, the Contractor must meet with Library staff on site at the Library for a kick- off/introductory planning meeting to review space, tech-design development, production details, and to discuss issues pertinent to the Video Lab at NAVCC. At this meeting or subsequent meetings throughout the period of performance, Contractor shall develop a detailed project schedule to produce the Master Sync system. The COR will schedule the introductory planning meeting in coordination with the Contractor. As requested by the COR, subsequent meetings may be held on virtual conferencing platforms such as Zoom.

C.3.2 Hardware

The Contractor shall provide the following hardware and systems integration services:

C.3.2.1 Two (2) Sync Generators for an IP or hybrid facility with Multi-Constellation GNSS Receiver included. The Sync Generators must have the following:

a) 6 sync outputs (NTSC, PAL, HD, subcarrier and Pulses).
b) 4 SD/HD/3G TG outputs including +SDI-TG or +10GTG license if needed.

c) 2 10G Ethernet interfaces for NTP, PTP, PCR and test generator signals including test generator signal +10GTG license.
d) 2 1G Ethernet interfaces for NTP, PTP, PCR.
e) VistaLink compatibility, 1 Ethernet for VistaLink, Telnet, NTP and syslog.
f) Redundant Power Supply.
g) 4 outputs, configurable SD/HD/3G SDI Test/black generators (expansion module if needed)
h) AES & Analog audio test generator, DARS, GPIO, and LTC outputs
i) 2 Analog Video Test and reference outputs (can be converted from SDI with stand-alone converters)

C.3.2.2 One (1) Automatic Changeover unit for automated switching of the above equipment

C.3.2.3 Three (3) SDI Time Code Reader / Generator / logo inserter, SDI I/O with Analog LTC input

C.3.3 Cutover and Testing Plan:

The Contractor shall provide a cutover and testing plan to the COR in order to minimize system down time. The COR will review the plan and provide feedback within five (5) business days. If the COR approves the plan, contractor shall schedule cutover once hardware is ready.

C.3.4 System Design Review:
The Contractor shall deliver a drawing package documenting the intended system design to be built. The design drawing package must include:

C.3.4.1 Drawings indicating signal paths and logical sub-systems, if applicable, in accordance with the drawing standards specified in *Attachment J1 – NAVCC Documentation Standards (v1.2)*.

C.3.4.2 Final Master Equipment List (MEL) detailing specifications, make, model, and serial numbers.

The COR will review the system design drawing package and provide feedback within five (5) business days. If the COR approves the drawing package, contractor shall schedule site preparation and begin system build.

C.3.5 Site preparation:
Contractor shall:

C.3.5.1 The Contractor shall identify existing system cabling that can be re-used and prepare the cabling harnesses to accommodate the new equipment.

C.3.5.2 Conduct site preparation activities to include installation of new cables ("cable pulls") and pre-testing the cable system.

C.3.5.3 When pulling new cables, the Contractor shall mark all cables with the cable number label as specified on the design drawings. Cable numbers will be assigned by NAVCC personnel and maintained in the NAVCC cable database. See the *Attachment J1 – NAVCC Documentation Standards (v1.2)*.

C.3.5.4 The Contractor shall label both ends of each cable with cable number labels and replace them with permanent cable markers once the cables are cut and permanently terminated.
C.3.5.5 The Contractor shall include source and destination information for the permanent cables, in accordance with *Attachment J1 – NAVCC Documentation Standards (v1.2)*.

C.3.5.6 After pulling the new cables, the Contractor shall test them for continuity and integrity to ensure proper labeling and verify that they are undamaged and free of internal shorts.

C.3.5.7 Should fiber cabling be used, the Contractor shall provide the COR with an Optical Time Domain Reflectometer (OTDR) report for each fiber. In the event of the use of fiber optic cabling the OTDR Report shall be delivered as part of the as-built package.

C.3.5.8 At their discretion, the Contractor may decide to pre-assemble and test system components and cabling off-site.

C.3.6 Delivery:

Contractor shall coordinate with the COR for delivery of hardware to NAVCC. Deliveries can be made at the NAVCC loading dock from Monday to Friday between 9am and 4pm.

C.3.7 Perform On-site Installation, Integration Testing, and System Commissioning:

C.3.7.1 Prior to installation of equipment at the Library, the COR must provide written approval for the MEL, and no equipment shall be delivered or installed without this written approval.

C.3.7.2 The Systems, Integration, and Installation shall include any elective work that is included as part of the contractor's proposal.

C.3.7.3 The contractor shall install the hardware listed in section C.3.2 including removal of existing hardware consisting of Evertz 5600MSC (qty 2), Evertz 5600ACO (qty 1), Tektronix SPG170A and Tektronix SPG271.

C.3.7.4 The contractor shall install the new GPS Antenna in place of the existing GPS Antenna at the roof location. Existing cabling can be re-used except for the fiber between Rm 3180 and Rm 3110 which will need replacement due to rodent damage.

C.3.7.5 System testing – The contractor will test the integrity of the Test and Sync signals from the output of the generator into the existing Distribution system and on the inputs to the Encoders and VTR.

C.3.7.6 Cutover - The contractor shall coordinate the cutover of the new system with the COR to minimize interruption to the Video Lab activities.

C.3.7.7 Documentation - The contractor shall provide as built signal drawings of the new Master Sync system.

C.3.7.8 The installed system must replicate existing functionality and test signal distribution.

C.3.7.9 The COR will provide supervision and technical resources on-site to allow a smooth and continuous installation process.

C.3.7.10 The Contractor shall perform integration testing and commissioning in accordance with the Cutover and Test Plan.

C.3.7.11 Integration testing and commissioning shall include verifying that all equipment has arrived and is installed according to manufacturer specifications, and providing the Library with a complete list, including model numbers, serial numbers, and applicable software/firmware versions. Complete list is a part of the as-built documentation.

C.3.7.12 The Contractor shall power on all equipment, perform configurations, and verify the intended functions.

C.3.7.13 The Contractor shall verify the signal paths for all field-terminated wiring.

C.3.7.14 The Contractor shall provide verification documentation on cabling and fiber as necessary.

C.3.7.15 The Contractor shall confirm that the data transmission paths are installed, configured, and working properly.

C.3.7.16 The Contractor shall verify successful control systems operation.

C.3.7.17 The Contractor shall deliver documented test results to the COR, following completion of integration testing and system commissioning.

C.3.8 Removal of Obsolete Cabling System:

C.3.8.1 The Contractor shall make best efforts to remove obsolete cabling on-site, as much as possible, in coordination with the COR.

C.3.8.2 The Contractor shall coordinate with the COR and on-site staff for when removal of obsolete cabling is required to make space for new cabling.

C.3.8.3 The Contractor shall coordinate with COR for on-site removal of obsolete cabling.

C.3.9 Resolve Issues Identified on the Final Punch List:

C.3.9.1 Following the installation and cutover, the COR shall compile a final punch list of stakeholder feedback and comments identifying any issues that require resolution before continuing with the remaining work. Contractor shall provide the punch list to the COR.

C.3.9.2 The final punch list shall detail all identified system deficiencies, proposed resolutions of each issue, the responsible party responsible for each item, and the corresponding due dates for completion.

C.3.9.3 The Contractor shall identify any unresolved items not noted by the COR or the Library stakeholders and alert the COR for inclusion on the final punch list.

C.3.9.4 The Contractor shall address each item on the final punch list and notify the COR upon its completion.

C.3.9.5 The COR shall review the final punch list after receiving within 5 business days to verify completion and provide written acceptance of the deliverable before the Contractor proceeds with UAT finalization and system training preparation.

C.3.10 Final Sign-off Requirements and Documents:

C.3.10.1 The Contractor shall complete the final project sign-off requirements listed below:

a) The Contractor shall complete the installation and cutover of the new Master Sync System.

b) The Contractor shall satisfactorily complete all punch list items with the written approval and acceptance by the COR.

c) The Contractor shall produce System “As-Built” Design Package drawing package that documents the installed systems as built, including:

C.3.10.2 Drawings indicating signal paths and logical sub-systems, if applicable, in accordance with the drawing standards specified in *Attachment J1 – NAVCC Documentation Standards (v1.2)*.

C.3.10.3 Final Master Equipment List (MEL) detailing specifications, make, model, and serial numbers.

C.3.10.4 The final design documents shall align with the Library's CAD, cabling, and system documentation standards per *Attachment J1 – NAVCC Documentation Standards (v1.2)*.

C.4 Manufacturer Warranty, Warranty Extension and Support Services

C.4.1 Manufacturer Warranty:
a) The Contractor shall provide manufacturer warranty support for the Master Sync system and components under this contract.
b) The Contractor shall provide manufacturer warranty support for all hardware purchased under this contract.
c) The manufacturer warranty periods shall commence on the date of the COR's final project sign-off and written acceptance of all prior deliverables, marking the completion of the base year project system acquisition, integration, and commissioning services.
d) The Contractor shall provide manufacturer warranty support for all elective work is included as part of the contractor's proposal.

C.4.2 Warranty Extension:
a) The Contractor shall provide Factory Warranty Extension for the Master Sync system and all other hardware and parts under this contract. The Warranty Extensions are 12 months duration and shall commence on the date of the COR's final project sign-off and written acceptance of all prior deliverables.

b) The Warranty Extension shall include, but not limited to manufacturer support, software updates & patches for installed hardware, hardware replacement & repair, documentation, and any other services required to support the Master Sync systems and hardware.

C.4.3 Support Services:
a) The Contractor shall provide support services that must begin during the base year of the contract upon the successful completion of installation, testing, and commissioning.

b) Should the devices experience hardware issues, the Contractor must be the point of contact available to troubleshoot any problems within a 48-hour response time.

C.4.4 Replacement Parts & Software Updates on Contractor Supplied Hardware:
a) The price for all on-site visits and travel expenses required to repair or replace parts and equipment must be included in the warranty. The Library will not pay for replacement parts and any costs associated with maintaining the system during the warranty period.

b) If a replacement part is required, the Contractor shall provide the replacement part within ten (10) business days of reporting the problem.

c) The Contractor shall send replacement part(s) prior to receiving the returned replacement part(s). The Library prefers advanced replacement, defined as sending the replacement part prior to the Library returning the replaced part.

d) Software updates critical to the management of installed equipment should be included in the warranty.

C.5 GOVERNMENT FURNISHED PROPERTY (GFP)

The following will be provided by the Library after the kickoff meeting to support encoder installation and configuration.
a) Equipment racks are already provided in the NAVCC space.
b) The Library will provide power outlets. The Contractor shall provide all UPS and power-distribution cabling.
d) LOC Title Block in AutoCAD (dwg) format to be used for all drawings. If an existing drawing does not have the current title block, the current title block shall be inserted into the updated drawing in place of the existing title block with information inserted into the current LOC Title Block.
e) The current version of existing NAVCC AutoCAD (Dwg) drawings identified as necessary for informational use or required updating during the project.

C.6 TRAVEL

The library will not reimburse the Contractor for travel expenses incurred in the performance of this contract. All travel pricing shall be included in the price.

C.7 CONTRACTOR PERSONNEL

a) Contractor must identify any personnel assigned to work on this requirement on an ongoing basis and provide this information to the Library at the Project Kick-off Meeting.
b) For security and administration purposes, personnel names and contact information shall be confirmed with the COR no later than 5:00pm Eastern Time on the business day preceding a visit.

SECTION D - PACKAGING AND MARKING

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

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

a. Agency/Requiring Library Service Unit and MAIL STOP/Room Number

b. Description of information/data being submitted

c. Contract Number

d. Contractor Name and Address

(End of Clause)

SECTION F - DELIVERIES OR PERFORMANCE

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

Place of Performance: Library of Congress, NAVCC, 19053 Mt Pony Rd, Culpeper, VA, 22701 and contractor's place of business.

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

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

(End of Clause)

F.1 DELIVERABLES

SCHEDULE OF DELIVERABLES

Requirements Paragraph	Description of Events/Deliverable	Due Date	Amount
3.1	Project Kickoff Meeting/Introductory Planning Meeting	Within one (1) week of period of performance start date.	Not Separately Price (NSP)
3.1, 3.3	Project Schedule, Cutover and Testing Plan	No Later than (NLT) five (5) days after Introductory Planning Meeting.	
3.2, 3.4	System Design Review, Hardware Procurement	NLT – 3 weeks after introductory meeting Invoice for Hardware portion of the Project	
3.5, 3.6	Site Preparation and Delivery: All hardware must be delivered on site before installation	NLT – 6 weeks after System Design Acceptance.	
3.7, 3.8	Installation, Integration Testing, System Commissioning, Removal of	NLT -2 weeks after all Hardware on site.	

	Obsolete Cabling System		
3.9, 3.10	Resolve Issues Identified on the Final Punch List and Final Sign-Off documentations System As Built Documentation	NLT 15 days after completion of Installation Invoice for final balance on written acceptance of system completion by COR	

SECTION G - CONTRACT ADMINISTRATION DATA

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

This contract will be administered by:

Library Contracting Officer: Adejuwon, Mojisola

Address: Contracts & Grants Directorate

Library of Congress

LA 325

Washington DC 20540-9411

Phone: (202) 707-0400

Email: moad@loc.gov

Library Contract Specialist: Steinmetz, Jesse

Address: Contracts & Grants Directorate

Library of Congress

LA 325

Washington DC 20540-9411

Phone: (202) 707-5000

Email: jsteinmetz@loc.gov

Library Contracting Officer Representative:

Address: Provided at award

Phone:

Email:

Contractor Contract Administrator: Provided at award

Address:

Phone:

Email:

G.2 LC52.204-5 IDENTIFICATION AND BUILDING PASSES (SEP 2024)

(a) The Contractor shall ensure that all contractor employees, both directly employed and subcontracted, contractors and sub-contractors, who will need regular, unescorted access to Library facilities obtain Library-issued photo identification badges. The Library will issue the ID badges without charge. The Contractor shall schedule with the COR time for contractor staff to be available to receive Library ID badges prior to starting work. The Contractor shall accurately maintain a list of contractor employee badge numbers and provide updates to the COR upon request.

(b) The Contractor shall provide instruction and ensure that each contractor employee performing work under this contract visibly displays their Library ID badge at all times they are present on-duty on Library premises. Refusal or repeated neglect to display the Library ID badge may result in removal from non-public Library premises and removal from the contract.

(c) Upon termination, resignation, contract completion, or other event leading to a contractor employee not requiring continued access to Library facilities under this contract, the Contractor is responsible for returning all Government identification, building passes, keys, and other Government property issued to that contractor employee within 5 business days from the termination of that contractor employee's access. Failure on the part of the Contractor to return these materials may result in the Contractor's liability for all costs associated with addressing the resultant security breach.

(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 in Section F above pursuant to the standards and acceptance criteria defined in this contract.

(End of Clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 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.2 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.3 LC52.204-3 INFORMATION SYSTEMS SECURITY (JUL 2024)

(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 Library's 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 staff must successfully complete mandatory information systems security training and access forms prior to use of or access to any of the Library's digital assets.

(a) The required training is available on the Library's learning management system, LOC Learn, at https://www.loc.gov/extranet/cld/. Library staff will provide further instructions upon onboarding.

(b) 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 https://www.loc.gov/staff/cld/.

(End of Clause)

H.4 LC52.204-4 CONTRACTOR EMPLOYEE FITNESS (SEP 2024)

"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 shall conduct 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. 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.

(1) Any access to non-public Library facilities, Library information technology systems, and/or non-public Library information will require a contractor employee fitness determination. All initial, existing, and reciprocal contractor employee fitness determinations will be subject to continuous vetting. Continuous vetting will vary based on position risk level. An example of continuous vetting is outlined in Trusted Workforce 2.0 (https://www.performance.gov/trusted-workforce/ and https://www.dcsa.mil/Personnel-Security/Continuous-Vetting/).

(2) A favorable contractor employee fitness determination requires completion and successful adjudication of a security application request (release forms, fingerprints, and a full background investigation). To facilitate the fitness determination, the prospective contractor employee shall submit to the Library complete and accurate information as identified on the National Background Investigation Services (NBIS)'s eAPP (https://eapp.nbis.mil) or other system as provided by the Personnel Security Division (PSD). 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. A background investigation generally will require that the candidate has cumulatively resided in the United States for at least three of the past five years. This requirement is subject to certain exceptions assessed on a case-by-case basis by PSD in accordance with established federal personnel vetting standards.

(3) After the contractor employee fitness determination, each contractor employee with a favorably adjudicated background investigation shall be enrolled in and subject to the Library's continuous vetting process. Enrollment in the Library's continuous vetting process also requires enrollment in the Federal Bureau of Investigation (FBI) Record of Arrest and Prosecution Background ("Rap Back") program, which provides the Library with notification of any criminal activity by the enrollee. Upon enrollment in Rap Back, the Library shall provide each enrollee with a notification of their rights with respect to the collection and use of their fingerprints and to the accuracy of the information obtained from Rap Back, as well as a copy of the FBI Privacy Act Statement that describes how FBI may use their fingerprint images.

(4) The fact that the Library may conduct background investigations and continuous vetting on assigned contractor personnel does not relieve the contractor of the responsibility to provide qualified, reliable personnel of sound character and conduct. This includes providing contractor personnel who can maintain compliance with the Library's requirement of a drug-free workplace and federal laws regarding controlled substances (see the Controlled Substances Act, 21 U.S.C. § 801 et seq. for the definition of controlled substances). In the event that drug testing is required for a contractor employee to obtain a favorable fitness determination, the contractor will be responsible for bearing the costs of such testing, conducting the testing in a manner consistent with federal vetting standards, which are based on the testing protocols published by the Substance Abuse and Mental Health Services Administration (SAMHSA), and providing the results to the Library.

(5) 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 or the contractor employee is non-compliant with the Library's instructions or requests for information during the vetting process. In such cases, the Contracting Officer (CO) 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 Library premises.

(6) The contractor will ensure the COR and CO are notified of all changes to those contractor personnel performing work on this contract that require non-public access.

(End of Clause)

H.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)

H.6 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

(End of Clause)

H.7 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.8 LC52.239-1 INFORMATION SECURITY (JUL 2025)

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) 140-3 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. Patching shall include Operating System packages and third party software installed on any systems accessing the Library Networks.

(k) In accordance with NIST SP 800-61 (rev 3) or current version, the Contractor shall report to infosec@loc.gov, the Contracting Officer, and the COR any adverse events that are computer security related or computer security incidents (adverse events and computer security incidents as defined in NIST SP 800-61 (rev 3) or current version) 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.9 LC52.239-7 INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY (APR 2026)

(a) All Information and Communication Technology (ICT) supplies, information, documentation, and services that are developed, acquired, maintained or delivered under this contract or order must comply with the Americans with Disabilities Act (ADA) (see 42 U.S.C. §12209) and provide equal access to ICT for individuals with disabilities who are Library employees and members of the public. The Contactor agrees to meet the requirements of the ADA by implementing the standards required for executive branch agencies under Section 508 of the Rehabilitation Act of 1973 (see 29 U.S.C. § 794d and 36 C.F.R. 1194.1), which applies the Web Content Accessibility Guidelines (WCAG) version 2.0. However, all Library web content and mobile applications, as defined by 28 C.F.R. Part 35, Subpart H, must meet, at a minimum, the ADA regulations found in that subpart, which apply WCAG 2.1. This contract may also include specific accessibility requirements (e.g., additional standards that exceed the ADA found in the Statement of Work).

(b) When submitting an offer or quote to the Library, and by signing a contract, the contractor certifies that its ICT meets the applicable accessibility standards. If the ICT doesn't meet applicable accessibility standards, the contractor must submit a Voluntary Product Accessibility Template (VPAT) or other Accessibility Conformance Report (ACR) that identifies the standards that can't be met.

(c) If the contractor is submitting an offer or quote for ICT that is being developed or configured for the Library, the contractor must notify the Library if the contractor becomes aware of a Library requirement that will preclude the deliverable from meeting the applicable accessibility standards. The contractor must submit a VPAT or ACR to the Library immediately upon becoming aware that the contractor is unable to deliver a product that meets all applicable accessibility standards.

(d) All deliverables under the resulting contract must continue to meet accessibility standards set forth in the contract. The contractor shall ensure that ICT maintenance, upgrades, substitutions, and replacements meet the accessibility standards set forth in the contract.

(e) The Library reserves the right to perform independent testing to validate that the ICT conforms with the standards set forth above (including, but not limited to, testing before the deliverables are accepted). If the Library determines that ICT deliverables provided by the contractor do not conform to the ADA's requirements and/or the contractor's representations at the time of contract award, remediation of the supplies or services to the level of conformance required by the ADA and/or represented at the time of contract award will be the responsibility of the contractor at its own expense. The Library shall have the discretion to determine the timeframe for remediation and withhold further payment on the contract until remediation is complete.

(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)

FAR Number	Title	Date
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV 2023
52.233-1	DISPUTES	MAY 2014
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.243-1	CHANGES—FIXED-PRICE	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 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2026)

(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:

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

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

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

[] (4) 52.203–17, 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, Proposed for Debarment, or Voluntarily Excluded. (JAN 2025) (31 U.S.C. 6101 note).

[] (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 (JAN 2025) (15 U.S.C. 637(d)(2) and (3)).

[] (21)(i) 52.219–9, Small Business Subcontracting Plan (JAN 2025) (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 (JAN 2025) of 52.219–9.

[] (v) Alternate IV (JAN 2025) 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. 657s).

[] (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, Postaward Small Business Program Rerepresentation (JAN 2025) (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) (15 U.S.C. 637(a)(17)).

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

[] (32) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (MAR 2026) (E.O. 13126).

[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).

[] (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 (OCT 2025) (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).

[] (40) 52.222-54, Employment Eligibility Verification (JAN 2025). (E.O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

[] (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. 7671I).

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

[] (ii) Alternate I (JAN 2017) of 52.224-3.

[] (48)(i) 52.225-1, Buy American—Supplies (OCT 2022) (41 U.S.C. chapter 83).

[] (ii) Alternate I (OCT 2022) of 52.225-1.

[] (49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (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 (JAN 2025) 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).

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

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

[] (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 (OCT 2018) (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).

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

[] (63) 52.240–1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act—Covered Foreign Entities (NOV 2024) (Sections 1821–1826, Pub. L. 118–31, 41 U.S.C. 3901 note prec.).

[] (64) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

[] (65)(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:

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

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

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

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

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

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

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

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

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

[] (10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (JAN 2025) (49 U.S.C. 40118(g)).

(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 (JAN 2025) (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 2016) (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 (OCT 2025) (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 (JAN 2025) (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) 52.240–1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act—Covered Foreign Entities (NOV 2024) (Sections 1821–1826, Pub. L. 118–31, 41 U.S.C.3901 note prec.).

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

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

(End of Clause)

I.3 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.4 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.5 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.6 LC52.233-1 52.233-1 (DEV) DISPUTES (MAY 2014)

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

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

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

(End of Clause)

I.7 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of Clause)

I.8 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 thirty (30) days of the expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

FAR Number	Title	Date
52.246-17	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE	JUN 2003

I.9 LC52.228-70 INSURANCE REQUIREMENTS - WORK ON LIBRARY PREMISES (DEC 2014)

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

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, per accident	$100,000
General Liability Insurance (Comprehensive)	$500,000
Bodily Injury, per occurrence	$50,000
Property Damage, per occurrence	$50,000

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

(End of Clause)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

	Description	Number of Pages	Date
Attachment J-1	NAVCC Documentation Standards (v1.2)	60	06/18/2026
Attachment J-2	Wage Determination	7	06/22/2026
Attachment J-3	Deliverables Schedule	1	06/22/2026

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025)

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 $200,000.) 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

52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

A pre-proposal site visit will be held from 11:00 AM to 12 Noon on 07/09/2026, so that offerors may inspect the relevant spaces. Although attendance at the site visit is not mandatory, offerors are encouraged to attend as it will enable offerors to see the site and make observations. Attendees should come to the following address: Library of Congress – National Audio-Visual Conservation Center (NAVCC), 19053 Mt Pony Rd, Culpeper, VA 22701. Enter through the Main Entrance and meet behind the security screening area. The site visit will begin promptly at 11:00 AM. Anyone arriving after 11:00 AM may not be allowed to participate. Potential offerors planning to attend the site visit are REQUIRED to RSVP to Jesse Steinmetz at jsteinmetz@loc.gov and copy Moji Adejuwon at mod@loc.gov no later than 11:00 AM on 07/06/2026. RSVPs should contain the company name, name of attendee(s) and contact information. Potential offerors who do not RSVP by this date and time may not be admitted.

(End of Provision)

L.1. General Information to Offerors

This section discusses general submission instructions and proposal requirements. Offerors must comply with the submission instructions specified in the solicitation. The Library has the right at its discretion, to determine an offer ineligible for award if an Offeror does not comply materially with the submission instructions.

L.2. Authority

This solicitation is being issued in accordance with FAR Part 13.5 and the Library of Congress Federal Acquisition Regulations (LCFARS).

L.3 Clarifications and Questions

To be considered, all questions pertaining to this solicitation must be submitted in writing to Jesse Steinmetz at jsteinmetz@loc.gov, with a copy to Moji Adejuwon at moad@loc.gov , no later than 07-15-2026 at 2:00 PM EST. Questions received after this time may not be answered. Answers to questions, if any, will be posted publicly on SAM.gov.

L.4 Email Submission Instructions and Format

(a) All proposals must be submitted via email to Jesse Steinmetz at jsteinmetz@loc.gov, with a copy to Moji Adejuwon at moad@loc.gov , no later than the response date specified in the solicitation. Proposals submitted through SAM.gov will not be accepted.

(b) **Email File Size:** The email must include the solicitation number 030ADV26Q0068 in the subject line. **The maximum size file allowed through the Library's email system is 20MB. In addition, certain files might need to undergo a conversion to be accepted by the Library's servers. This conversion increases the file size by 30% to 40%, therefore,**

please take this into consideration, when determining file sizes. The Library's email system cannot accept files greater than 20MB. If needed offeror may send the proposals in multiple emails but must ensure they are all clearly identified. Offeror must not submit zipped or locked files or via file sharing sites or software.

(c) **Offer Format:** Offers must be submitted in either Microsoft Office or Adobe formats. Each page must be numbered and labeled with the name of the Offeror and solicitation number. The format for all documents must be 8.5 x 11-inch pages, single-spaced 1-inch margins, 10 to 12-point font in text. Tables and graphics shall be no lower than 8-point font.

L. 5 Proposal Contents

(a) Offerors must submit an offer package that includes two separate volumes. Each volume must include the solicitation number, the offeror's name, mailing address, telephone number, Unique Entity Identifier (UEI) number, organization Point of Contact with phone number and email address.

(b) The two separate volumes shall be provided as follows:

Volume I – Technical Proposal

Volume II – Price Proposal

Volume I. Technical Proposal (shall not exceed 20 pages in length, not including resumes, cover page, and table of contents. Pages exceeding the 20-page limit will not be read.

Technical Factor 1 – Technical Approach.

Offerors shall submit a narrative that describes how the offer will approach the requirements of this solicitation. The narrative must show the offeror's understanding of the Library's requirement and demonstrate that the offeror can provide the services required under the contract.

Past Performance. (Submission of past performance references are not required).

The contractor Performance Assessment Reporting System (CPARS) will be utilized for past performance. Past performance shall not be provided by the offeror.

Volume II. Price Proposal. No page limit (Must be submitted as a separate file from Volume I)

Price. i) Offerors shall provide a firm fixed price for each Contract Line-Item Number (CLIN) identified in Section B and provide a company build-up quote consisting of a firm fixed price for each item being procured. Pricing shall include all services required by the Statement of Work and shall be inclusive of all Offeror's direct cost, other direct cost (ODC's), indirect cost, and profit. In addition, offeror must provide prices for all deliverables in Attachment J-3 (Price Schedule). The total amount for all deliverables must match the amount provided for CLIN 0001 in Section B of the solicitation and offeror must provide a price for CLINs 0002 – 0005 in Section B.

Offerors must quote prices for the base year, as well as for each option period, to be considered for an award. Partial pricing by an Offeror shall render the proposal non-responsive to the Library's requirement and the proposal may not be considered for award.

(ii) Submission of SF1449 (solicitation) and SF30 (amendments) to the solicitation: Offeror must provide a signed copy of the original SF1449 and any amendments to acknowledge and confirm the Offeror has read and agrees to comply with the terms and conditions of this solicitation. The SF1449 and SF30 to the solicitation must be signed, dated and submitted as part of the quote.

L.1.6 SAM Registration

If your business is not registered in SAM, your business may not be eligible to receive a contract from the Government. Registration can be done, here: https://sam.gov/content/entity-registration . SAM registration is free. If you require assistance with registering or renewing your business in SAM, you can obtain assistance at the Federal Service Desk, located here: https://www.fsd.gov/gsafsd_sp .

FAR Number	Title	Date
52.204-7	SYSTEM FOR AWARD MANAGEMENT	NOV 2024
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG 2020

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

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

(End of Provision)

SECTION M - EVALUATION FACTORS FOR AWARD

M.1.1 Evaluation Information

The Library will award the contract resulting from this solicitation to the responsible offeror that provides the best value to the Library. The Library intends to evaluate proposals and award the contract in accordance with FAR Part 13.5.

The Library reserves the right to enter into clarification/communication sessions with some, none, or all potential awardees based upon the discretion of the Library and the information contained in the offers. The Library also reserves the right to award without communications. Therefore, offeror's initial proposal shall contain offeror's best terms.

Once the Library determines the contractor that is best-suited (i.e., the apparent successful contractor), the Library reserves the right to communicate with that contractor to address any remaining issues, if, necessary, and finalize the contract with that contractor. These issues may include technical and price. If the parties cannot successfully address any remaining issues, as determined pertinent, at the sole discretion of the government, the Library reserves the right to communicate with the next best-suited contractor based on the original analysis and address any remaining issues.

M.1.2 Evaluation Factors

Best value will be determined through the evaluation of the following factors:

A. Technical Approach

B. Past Performance

C. Price

All evaluation factors are listed in descending order of importance. All non-price factors, when combined are significantly more important than price.

A. Technical Approach. The Library will evaluate the offeror's technical approach to assess the degree to which the offeror demonstrates an understanding of the work and feasibility of completing the requirements in Section C of this solicitation.

B. Past Performance. The Library will evaluate the past performance information contained in the Contract Performance Assessment Reporting System (CPARS) to assess the likelihood that the Offeror can successfully perform the required work.

Note: Offerors are advised the government is not limited to the CPARS and reserves the right to obtain additional past performance information as necessary, including, but not limited to, performance on past contracts with the Library, and any other sources available. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

C. Price. The Library will establish the total evaluated price by adding the total price for each CLIN in Section B.

M.1.3 Acceptance of Award

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 Document